OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
June 2, 2019

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, JUNE 2, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. **CALL THE MEETING TO ORDER**

II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**

III. **APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**

IV. **APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE MAY 5, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MAY 15, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARING**

SECOND AND FINAL PUBLIC HEARING AND CONSIDERATION OF AMENDING SECTION 14.7.5.A OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE GRACE PERIOD FOR NONCONFORMING SIGNS FOR ONE YEAR UNTIL MAY 5, 2022.

PUBLIC HEARING AND CONSIDERATION OF AMENDING SECTION 13.3.6.B USE CHART OF THE UNIFIED DEVELOPMENT CODE TO ALLOW AGRICULTURE AND FORESTRY OPERATIONS AT PROPERTY ZONED FOR INDUSTRIAL USES.

PUBLIC HEARING AND CONSIDERATION OF SE 20-04 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A "BORROW PIT" AT 1594 ROCKHILL ROAD IN A RURAL NEIGHBORHOOD ZONING DISTRICT WITH THE PARCEL NO. #116-23-007.17. (NORTHEAST QUADRANT OF THE INTERSECTION BETWEEN ROCKHILL ROAD AND HWY 82; REQUESTED BY NIC PARISH & BEN STROUD, APPLICANTS ON BEHALF OF DUDLEY WALDROP IRREVOCABLE TRUST).

PUBLIC HEARING AND CONSIDERATION OF SE 20-05 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE EAST SIDE OF BABYLON ROAD APPROXIMATELY 1,550 FEET (0.29 MILES) SOUTH OF WEST GARRARD ROAD IN A RURAL NEIGHBORHOOD ZONING DISTRICT WITH THE PARCEL # 119-30-012.00. (11.7-ACRE PROPERTY; REQUESTED BY TOMMY JAMES PERKINS JR. ON BEHALF OF DARLENE H. PERKINS).

PUBLIC HEARING AND CONSIDERATION OF VA 20-03 A REQUEST FOR A VARIANCE FROM SIDEWALK REQUIREMENTS FOR PROPOSED LOT 2 OF THE PRELIMINARY-PLATTED JAX CORNER SUBDIVISION, LOCATED AT 103 HIGHWAY 12 WEST, IN A C ZONING DISTRICT.

IX. <u>MAYOR'S BUSINESS</u>

A. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

B. CONSIDERATION OF RESCINDING THE SIXTH AND ALL PREVIOUS RESOLUTIONS OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS, FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

X. <u>BOARD BUSINESS</u>

A. CONSIDERATION OF AN AGREEMENT WITH GLOBAL PAYMENTS INTEGRATED / OPEN EDGE FOR CREDIT CARD PROCESSING BY THE CITY OF STARKVILLE.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

    a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE CITY OF STARKVILLE TO HOLD THE 2020 FOURTH OF JULY EVENT ON JULY 4, 2020 WITH CITY SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL OF THE 2020 STREET IMPROVEMENT LISTING AND AUTHORIZE THE CITY ENGINEER TO ADVERTISE FOR BIDS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 26, 2020 FOR FISCAL YEAR ENDING 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER NO. 1 AS A DEDUCT TO THE ORIGINAL CONTRACT IN THE AMOUNT OF $13,922.19 REFLECTING COST SAVINGS IN GRADING, DRAINAGE AND PERMITTING REQUIREMENTS.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO OFFER THE TVA BACK TO BUSINESS CREDIT PROGRAM TO ELIGIBLE BUSINESS CUSTOMERS WHO HAVE EXPERIENCED OPERATIONAL AND ECONOMIC IMPACTS DUE TO THE COVID-19 PANDEMIC.

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

Potential Litigation

XV. <u>OPEN SESSION</u>

XVI. <u>RECESS UNTIL JUNE 23, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.</u>

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Dr. Simon Kim, at (662) 323-2525, at least forty-eight (48) hours in advance for any services requested.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval of the minutes of the May 5, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the May 5, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
May 5, 2020

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on May 5, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen Sandra Sistrunk, David Little, Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference.

Mayor Lynn Spruill asked the City Clerk to call roll of the Aldermen. Having confirmed each was present, the Mayor opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked that Mayors Business Items C and D be added to the agenda.

Alderman Carver asked to remove Mayors Business Item A "Extension of a Proclamation of Local Emergency" from consent.

Alderman Little asked to add Mayors Business Item C "Advertising for Insurance Quotes" to consent.

There being no objections to the changes, the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Carver offered a motion, duly seconded by Alderman Beatty, to approve the May 5, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, MAY 5, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE APRIL 17, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 27, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING ON AMENDING SECTION 14.7.5(A) OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE GRACE PERIOD FOR NONCONFOMRMING SIGNS FOR ONE YEAR UNTIL MAY 5, 2022.

PUBLIC HEARING AND CONSIDERATION OF SE 20-03 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A 42-UNIT TOWNHOUSE DEVELOPMENT ON LYNN LANE IN AN TN-N ZONE WITH THE PARCEL NUMBER #102I-00-002.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

B. CONSIDERATION OF APPROVING THE RESOLUTION FOR THE FEDERAL GOVERNMENT TO INCLUDE MUNICIPALITIES OF UNDER 500,000 IN THE RELIEF/AID PROVIDED DUE TO THE COVID-19 VIRUS.

C. CONSIDERATION OF ADVERTISING FOR REQUESTS FOR QUOTES FOR PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES.

D. CONSIDERATION OF A FIFTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

X. BOARD BUSINESS *THERE ARE NO ITEMS FOR THIS AGENDA*

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE 2020 FAA CARES ACT AIRPORT GRANT FOR GEORGE M. BRYAN FIELD IN THE AMOUNT OF $69,000.

2. CONSIDERATION TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CIRCLE S AVIATION TO PROVIDE FLIGHT TRAINING AND AIRCRAFT MAINTENANCE FOR THREE YEARS LOCATED IN A PORTION OF THE SOUTH HANGAR ON GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
   THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING
   THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS
   THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. APPROVAL OF THE LOWEST AND BEST QUOTE, FROM CHEMPRO SERVICES IN THE AMOUNT OF $19,852.00, TO PERFORM TWO TREATMENTS OF HERBICIDE SPRAYING FOR THE 2020 DITCH SPRAYING PROGRAM.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 28, 2020 FOR FISCAL YEAR ENDING 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT
   THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES
   THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY
   THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS
   THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT
   THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JULY 1, 2020 THROUGH DECEMBER 31, 2020 PERIOD.

2. REQUEST AUTHORIZATION FOR A CHANGE ORDER TO CHANCELLOR ELECTRIC TO CONSTRUCT THE SOUTHWEST SUBSTATION CONTROL HOUSE FOR THE SUM OF $796,074.93 WHICH WILL RESULT IN A TOTAL OVERALL PROJECT SAVINGS OF $515,438.79.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 19 , 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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Consent items 2 – 10:

2. CONSIDERATION OF THE MINUTES OF THE APRIL 17, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 17, 2020 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE APRIL 27, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 27, 2020 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF THE RESOLUTION FOR THE FEDERAL GOVERNMENT TO INCLUDE MUNICIPALITIES OF UNDER 500,000 IN THE RELIEF/AID PROVIDED DUE TO THE COVID-19 VIRUS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of adopting a Resolution urging the United States Congress to support direct Federal funding to all Municipalities in Mississippi to help fight Covid-19 and protect local citizens from the effects of the novel coronavirus” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, URGING THE UNITED STATES CONGRESS TO SUPPORT DIRECT FEDERAL FUNDING TO ALL MUNICIPALITIES IN MISSISSISSIPPI TO HELP FIGHT COVID-19 AND PROTECT LOCAL CITIZENS FROM THE EFFECTS OF THE NOVEL CORONAVIRUS

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on April 5, 2020, the President of the United States declared the State of Mississippi a "major disaster area," and on April 1, 2020, the Governor of the State of Mississippi declared a Shelter in Place Order pursuant to Executive Order No. 1466, which was extended on April 17, 2020 via Executive Order No. 1473; and

WHEREAS, on March 27, 2020 the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), which created the Coronavirus Relief Fund; and

WHEREAS, only municipalities of more than 500,000 residents were eligible to receive direct funding from the Coronavirus Relief Fund, which represents only 0.5% of municipalities nationwide and only 14% of the country's total population; and

WHEREAS, only 36 of 19,000 American cities, towns and villages have populations over 500,000; and

WHEREAS, no Mississippi municipality qualified for direct funding from the Coronavirus Relief Fund, and the CARES Act did not mandate that state governments share their portion of the revenue received from the fund; and

WHEREAS, 96% of all municipalities nationwide report that budget shortfalls are the result of unanticipated revenue declines that will negatively impact the important services municipalities provided to their citizens, including fire and police protection; and

WHEREAS, municipal leaders are best positioned to make emergency management decisions related to allocation of resources because they understand the needs of their citizens; and

WHEREAS, Mississippi's municipal leaders need the flexibility to use any federal funding that might be provided to not only address unbudgeted expenses, but also losses in revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF STARKVILLE, MISSISSIPPI, AS FOLLOWS:

1. That the United States Congress must act to ensure every municipality impacted by this pandemic – regardless of size – has direct access to federal emergency funding.

2. That the Board of Aldermen of Starkville, Mississippi, hereby respectfully requests that the United States Congress support direct federal funding to all municipalities in Mississippi to help us fight COVID-19 and to alleviate budget shortfall in order to protect local citizens from the effects of the coronavirus.

Following the reading of the foregoing resolution, Alderman Carver made the motion for its adoption and Alderman Beatty seconded the motion. The Mayor put the question to a vote, and the members voted unanimously to adopt the Resolution.

5. CONSIDERATION OF ADVERTISING FOR REQUESTS FOR QUOTES FOR PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for requests for quotes for property, vehicle and equipment insurance services” is enumerated, this consent item is thereby approved.

6. CONSIDERATION TO ACCEPT THE 2020 FAA CARES ACT AIRPORT GRANT FOR GEORGE M. BRYAN FIELD IN THE AMOUNT OF $69,000.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the 2020 FAA CARES Act Airport Grant for George M. Bryan Field in the Amount of $69,000” is enumerated, this consent item is thereby approved.

7. CONSIDERATION TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CIRCLE S AVIATION, LLC TO PROVIDE FLIGHT TRAINING AND AIRCRAFT MAINTENANCE FOR THREE YEARS LOCATED IN A PORTION OF THE SOUTH HANGAR ON GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Lease Agreement between the City of Starkville and Circle S Aviation, LLC to provide Flight Training and Aircraft Maintenance for three years located in a portion of the South Hangar on George M. Bryan Field” is enumerated, this consent item is thereby approved. (Lease is on following page)

8. CONSIDERATION FOR APPROVAL OF THE LOWEST AND BEST QUOTE, FROM CHEMPRO SERVICES IN THE AMOUNT OF $19,852.00, TO PERFORM TWO TREATMENTS OF HERBICIDE SPRAYING FOR THE 2020 DITCH SPRAYING PROGRAM.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from ChemPro Services in the amount of $19,852.00 to perform two treatments of Herbicide spraying for the 2020 Ditch Spraying program and authorize the Mayor to execute a contract with said contractor” is enumerated, this consent item is thereby approved. Two Quotes Received: Chem Pro Services - $19,852.00 and Helena Agri Enterprises - $ 30,750.10

9. CONSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JULY 1, 2020 THROUGH DECEMBER 31, 2020 PERIOD.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for the Electrical and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for July 1, 2020 through December 31, 2020 period” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF A CHANGE ORDER WITH CHANCELLOR ELECTRIC TO CONSTRUCT THE SOUTHWEST SUBSTATION CONTROL HOUSE FOR THE SUM OF $796,074.93 WHICH WILL RESULT IN A TOTAL OVERALL PROJECT SAVINGS OF $515,438.79.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a change order with Chancellor Electric to construct the Southwest Substation Control House for the sum of $796,074.93 which will result in a total overall project savings of $515,438.79” is enumerated, this consent item is thereby approved. (Change order follows Airport Lease)

LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
CIRCLE S AVIATION, LLC

This Lease Agreement is entered into effective the day and date entered below by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **Circle S Aviation, LLC** "Lessee".

WHEREAS, Lessor owns certain real property, consisting of a parcel more particularly depicted on Exhibit A (the "Leased Premises") located at the Starkville Municipal Airport, 320 Airport Road, Starkville, MS 39759; and

WHEREAS, Lessee desires to use the leased premises for flight training, aircraft maintenance and storing of aircraft; and

WHEREAS, Lessor is willing to lease the real property as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee, upon all of the covenants and conditions contained herein including access thereto, the following portions of the Leased Premises: the hangar area (containing approximately 10,000 square feet), and the office, classroom, workshop, repair room and testing room consisting of approximately 1,456.51 square feet of the northern portion of the first floor, and the parking area designated on Exhibit A, but excluding the entire second floor, and excluding the southern interior area south of the hangar depicted in blue on Exhibit A. The Lessor reserves the right to have access to the southern portion of the building through the west, east and south existing doors. The northern doors, between the south bay and the hangar, are to be secured at all times on both sides of each door.

2. USE OF PREMISES. Lessee may use the Leased Premises for purposes customarily associated with flight training operations, aircraft maintenance and storing of aircraft and which are not excluded by this Lease. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the

Code of Ordinances of the City of Starkville, Mississippi. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

3. TERM. The term of this lease shall run for thirty-six (36) months, commencing on May 1, 2020, and continuing through April 30, 2023, unless otherwise terminated as provided herein. Lessee may only terminate the Lease without cause during the last ninety (90) days of the 36-month term upon written notice to the Lessor.

4. RENT. The parties hereto agree that the rent for the Leased Premises during the term of the lease shall be $1,500.00 per month, with the first payment due on the 1st day of April, 2020, and subsequent payments due on the 1st day of each month thereafter for thirty-five (35) months. The $1,500.00 per month rent shall cover occupancy of the first floor office space and use of the common area and control over the 10,000+/- square foot hangar area with the right to hangar up to five (5) of the Circle S owned aircrafts provided that the area utilized does not exceed fifty percent (50%) of the usable hangar area. Lessee shall then utilize the remaining fifty percent (50%) of the hangar area for rental to outside third parties at a rate of not less than $125.00 per month and shall remit all proceeds collected for third party rentals on a monthly basis to Lessor as additional rent in addition to the base rent of $1,500.00 per month. Rent due for the first month shall be pro-rated as necessary. Rent shall be paid to the Starkville Bryan Field Airport, P.O. Box 1424, Starkville, MS 39760. In the event rent is not received within ten (10) business days after due date, Lessee agrees to pay a late charge of 5% of said Rent then due. If Lessee breaches this Lease or vacates the premises prior to expiration of the Lease, Lessor may accelerate the term of this Lease and declare all rents for the remaining term to be immediately due and payable. In addition, if the Lessee should vacate the Leased Premises, for any reason, prior to the expiration of the Lease, Lessee shall be liable to Lessor, in addition to all other damages and remedies arising from Lessee's breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the Leased Premises.

If the lease term commences mid-month, rent for that month shall be prorated to the first day of the subsequent month.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises. The Lessee shall be responsible for any utility late fees. In the event that a certain public utility is necessary but not available on the Leased Premises, Lessor shall furnish, at Lessor's cost, said utility and all utilities necessary for the Lessee's use of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for flight training operations, aircraft maintenance and storing of aircraft, subject to the prior written approval of Lessor, which written approval shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner.

All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use as an airport hangar, reasonable wear and tear excepted. Lessor, at its own cost and expense, shall maintain, repair and make replacements of the following: roof, foundation, concrete floors, interior and exterior walls, windows, doors, and all HVAC, electrical, plumbing and other mechanical systems within and exclusively serving the Leased Premises. Lessee will promptly give Lessor written notice of any known defect or need for repairs, after which Lessor will have reasonable opportunity to make repairs or cure the defect.

8. JANITORIAL. Lessee shall be responsible for all janitorial and custodial services and for keeping the interior in a neat, clean and orderly condition and appearance.

9. INSURANCE AND INDEMNITY. Lessee agrees to maintain, and provide proof of said insurance to Lessor, at its own expense, liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars ($1,000,000.00) for any claim arising out of any one occurrence. Said insurance shall provide for contractual liability coverage to cover any and all of the obligations assumed herein. Said insurance shall name the City of Starkville as an additional insured and contain a waiver of subrogation in favor of the City of Starkville. Lessee agrees to provide proof of liability insurance to the Airport Director for any and all aircraft based, operated or maintained at Starkville Bryan Field. Lessee agrees to maintain worker's compensation insurance for its employees, as required by law.

Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against any and all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises office areas without Lessor's prior written consent, such consent not to be unreasonably withheld. Lessee may lease individual hangar spaces at the same rate as the FBO rates for aircraft per month, not to exceed the term of this lease.

11. NON-DISCRIMINATION. Lessee, for itself, its managers, members, employees, representatives, and successors in interest, as a part of the consideration for this Lease Agreement, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, executive orders and rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or

improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

12. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

13. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserved the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

14. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways, except on the Leased Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

15. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be

reasonably required to obtain such funds, subject to Lessee's right to terminate the lease on thirty (30) days prior written notice if Lessee does not agree to such modifications or changes.

16. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

17. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

18. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

19. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as

defined herein, at, on or under the leased premises which occurred during the term of this lease and were caused solely by Lessee's actions or omissions, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste generated by Lessee or used, stored or transported for Lessee's benefit. Lessee shall bear the expense of remediating any Waste caused by Lessee's actions or omissions and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

20. <u>DEFAULT</u>. If Lessee should fail to pay rent or is otherwise in default of this lease by violation of any terms or provisions of this Agreement, Lessor shall have the right to evict Lessee and shall have any and all recourse against the Lessee provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

In the event that Lessor defaults under the terms of this Lease, Lessee shall give Lessor written notice specifying the nature of the default and Lessor shall have thirty (30) days after receipt of such notice to cure said default. Any default by Lessor which shall continue uncured shall give Lessee the right to terminate the Lease in addition to all available rights or remedies, in law or in equity.

21. <u>DAMAGES TO PREMISES</u>**.** Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Starkville Municipal Airport grounds, unless such damages is the proximate result of the negligence or unlawful act of Lessor, its agents or employees.

22. <u>GOVERNING LAW</u>. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759

To Lessee: Circle S Aviation, LLC
904 Jordan Lane
Starkville, MS 39759

IN WITNESS WHEREOF, the parties have executed this by representatives duly authorized to do so effective the ______________ day of _____________________, 2020.

LESSEE

Circle S Aviation, LLC

BY:__________________________________
ITS:__________________________________

ATTEST:

BY:________________________________
ITS: _______________________________

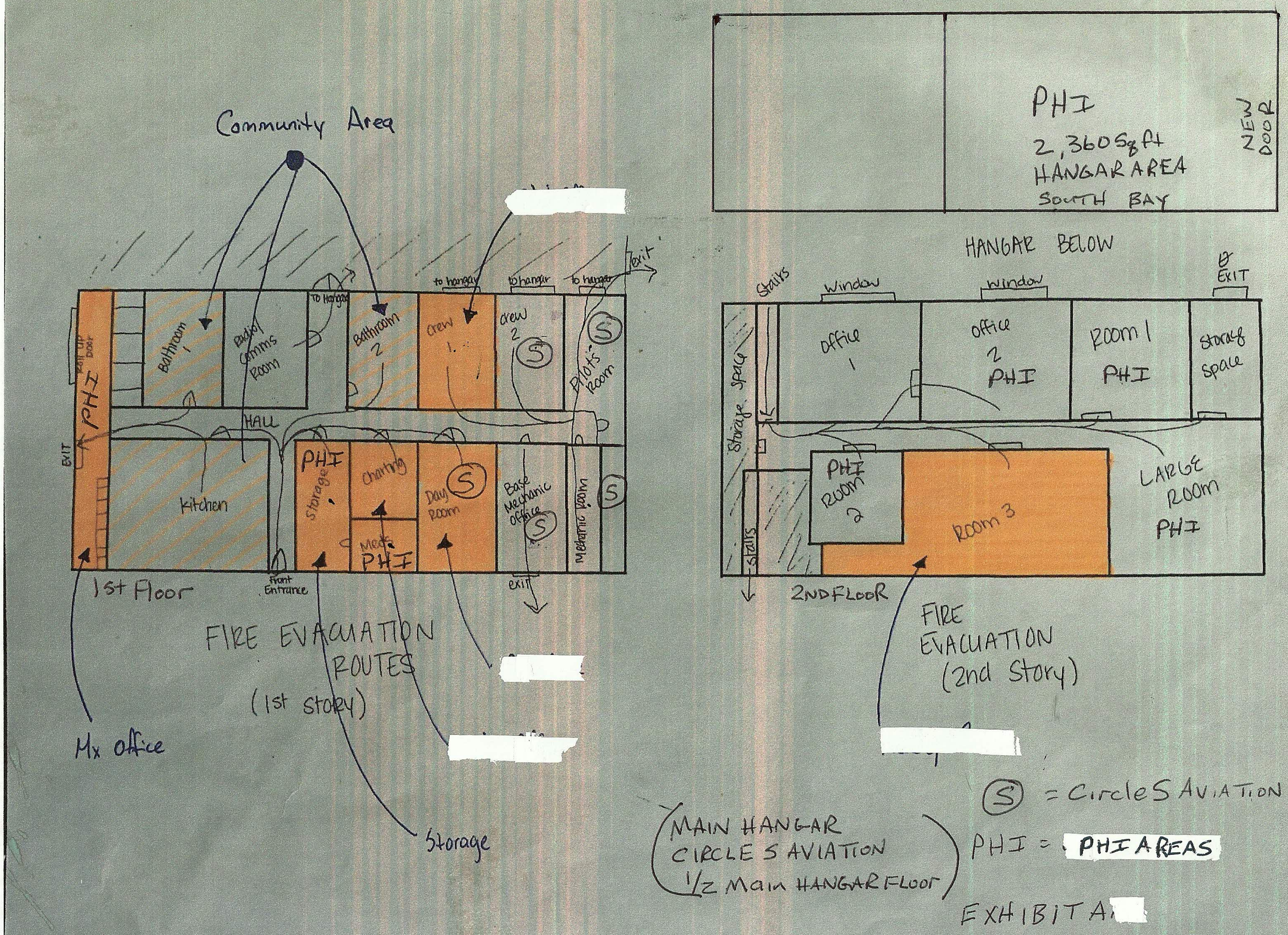
LESSOR

CITY OF STARKVILLE, MS

BY:_________________________________
LYNN SPRUILL, Mayor

ATTEST:

____
LESA HARDIN, City Clerk


Community Area
PHI
2,360 Sqft
HANGAR AREA
SOUTH BAY
NEW DOOR
HANGAR BELOW
Stairs
Window
Window
EXIT
Office 1
Office 2 PHI
Room 1 PHI
Storage Space
Storage Space
PHI Room 2
Room 3
LARGE ROOM PHI
Stairs
2ND FLOOR
FIRE EVACUATION (2nd Story)
to hangar
to hangar
to hangar
exit
To Hangar
Roll Up Door
PHI
Bathroom 1
Radio/Comms Room
Bathroom 2
Crew 1
Crew 2
Pilots' Room
EXIT
HALL
Kitchen
PHI Storage
Charting
Meds PHI
Day Room
Base Mechanic Office
Mechanic Room
exit
Front Entrance
1st Floor
FIRE EVACUATION ROUTES (1st STORY)
Mx Office
Storage
MAIN HANGAR
CIRCLE S AVIATION
1/2 Main HANGAR Floor
S = Circle S Aviation
PHI = PHI AREAS
EXHIBIT A

Contract Administration
G701 Change Order
(Instructions on the reverse side)

Distribution List:
Owner X
Architect X
Contractor X
Field
Other

PROJECT *(Name and address)*:
Southwest Starkville 161/69/13 kV Substation
Starkville, Mississippi

CHANGE ORDER NUMBER: 001

DATE: April 20, 2020

TO CONTRACTOR *(Name and address)*:
Chancellor Construction LLC
25 Town Center Square
Hattiesburg, Mississippi 39402

ARCHITECT'S PROJECT NUMBER: 101E3115

CONTRACT DATE: December 17, 2019

CONTRACT FOR: Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Refer to Exhibit "A".

The original (Contract Sum) (Guaranteed Maximum Price) was	$ 6,279,808.91
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$ 6,279,808.91
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 796,074.93
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	$ 7,075,883.84

The Contract Time will be (increased) (decreased) (unchanged) by six (6) days.
The date of Substantial Completion as of the date of this Change Order therefore is December 22, 2020

NOTE: *This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Atwell & Gent, P.A.	Chancellor Construction LLC	City of Starkville
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
309 University Drive	25 Town Center Square	110 West Main Street
ADDRESS	**ADDRESS**	**ADDRESS**
Starkville, MS 39759	Hattiesburg, MS 39402	Starkville, MS 39759
		[signature]
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
		D. Lynn Spruill
(Typed name)	*(Typed name)*	*(Typed name)*
		5.5.2020
DATE	**DATE**	**DATE**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: None

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed sadness at the news that FlexSteel is closing its Starkville operations. He asked everyone to be aware of the mental illnesses caused by the current situation in the world due to Covid-19.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

FIRST PUBLIC HEARING ON AMENDING SECTION 14.7.5(A) OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE GRACE PERIOD FOR NONCONFOMRMING SIGNS FOR ONE YEAR UNTIL MAY 5, 2022.

Mayor Spruill gave a brief overview of the history of the signage change. The extension is being requested to prevent hardship on business at this time. She then opened the Public Hearing and called for public comments.

There being no comments, the Mayor announced the public hearing closed and that a second public hearing will be held June 2, 2020.

PUBLIC HEARING AND CONSIDERATION OF SE 20-03 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A 42-UNIT TOWNHOUSE DEVELOPMENT ON LYNN LANE IN AN TN-N ZONE WITH THE PARCEL NUMBER #102I-00-002.00.

Dr. Kim presented the request. The applicant is seeking a Special Exception to allow for townhomes to be built in a Traditional Neighborhood New (TN-N) zoning district. The proposed development consists of a 42-unit townhome on approximately 5.3 acres. The maximum density for a townhome development is 8 dwelling units per acre. The proposed development has a density of 7.92 dwelling units per acre. All proposed townhome units consist of 3 bedrooms. 158 parking spaces are proposed, which meets the requirement of 1.25 parking spaces per bedroom. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "dwelling, townhouse /row house" in a TN-N zoning district. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

Mayor Spruill opened the Public Hearing and called for public comments.

Henry Minor of Kimley Horn, on behalf of William, Sean and Dallas Richmond Developers presented the plans for the development and answered any questions. The developers have previously met with local residents to discuss concerns also.

George Berry, Riddle Run, stated he is in favor of the development, but would like them to consider "owner occupation" only units.

Tom Freeman, Maison Deville, thanked Alderman Walker and the developer for meeting with the neighborhood residents and listening to their concerns.

There being no additional comments, the Mayor announced the public hearing closed.

11. CONSIDERATION OF SE 20-03; A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A 42-UNIT TOWNHOUSE DEVELOPMENT ON LYNN LANE IN AN TN-N ZONE WITH THE PARCEL NUMBER #102I-00-002.00.

Alderman Carver, duly seconded by Alderman Walker, offered a motion to approve SE 20-03, a request for Special Exception to allow for a 42-unit townhouse development on Lynn Lane in an TN-N zone with the parcel number #102I-00-002.00 with four (4) conditions.

Condition #1 – The development shall be limited to townhome buildings containing 4 contiguous units or less, with an 85' max width and an approximate 4,800 SF footprint.

Condition #2 – A 10' wide Type B buffer along the Riddle Run Property with an 8' tall opaque fence shall be provided. A 20' wide Type C buffer along Pleasant Acres associated with an 8' tall opaque fence shall also be provided.

Condition #3 – Construction of the development will commence with the three buildings in the southeastern portion of the property closest to Riddle Run and the 8' fence will be constructed adjacent to Riddle Run by the completion of the third building.

Condition #4 - Dedicated common areas, other than the Clubhouse area, shall be used solely as passive space.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

12. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

Alderman Carver, duly seconded by Alderman Beatty, offered a motion to extend the Proclamation of Existence of a Local Emergency. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen do hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: ________________ ____
Mayor, D. Lynn Spruill

ATTEST: ____
City Clerk, Lesa Hardin

13. CONSIDERATION OF A FIFTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to approve a Fifth Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, for the Control of Contagious and Infectious Diseases and for the Protection of Public Health and Welfare and for Related Purposes.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

FIFTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, the worldwide outbreak of COVID-19, and the effects of its extreme risk of person-to-person transmission throughout the United States, Mississippi, and the City of Starkville, impact the life and health of Starkville's citizens, as well as the economy of Starkville; and

WHEREAS, the risk of spread of COVID-19 within Starkville continues to constitute a public emergency that may result in substantial injury or harm to life and health in Starkville; and

WHEREAS, the Centers for Disease Control (CDC) guidance for responding to COVID-19 recommends avoiding crowds as much as possible, especially for older adults and individuals with serious chronic medical conditions and Mississippi State Department of Health has recommended avoiding social gatherings where 10 people or more may come into close contact; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of May 5, 2020, there are at least 8,207 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19, which have resulted in at least 342 deaths, and additional positive tests are anticipated; and

WHEREAS, as of May 5, 2020, there are at least 57 presumptive and confirmed cases in Oktibbeha County that have tested positive for COVID-19, which have resulted in at least four deaths, and additional positive tests are anticipated; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, called upon Americans to slow the spread of COVID-19 over a 15 day period, which was subsequently extended, by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, on March 23, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463, as supplemented on March 26, 2020, which limited social gatherings, limited operations of restaurants, bars, and other dining establishments to essential services, and limited attendance at hospitals, nursing homes and retirement or long-term care facilities until April 17, 2020. It further established statewide continuity of operations of critical infrastructure that ensured Essential Businesses or Operations, including those identified in the Executive Order as Supplemented and in the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA)'s March 19, 2020, "Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response," be able to operate at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, on April 1, 2020, Governor Reeves issued Executive Order 1466 implementing a statewide "Shelter In Place" order, requiring, among other things, non-essential businesses to cease operations, closing public and private recreational facilities, restricting travel only for Essential Activities and Essential Travel as defined in the Order, and empowering local authorities to enforce the terms of the Order; and

WHEREAS, on April 17, 2020, Governor Reeves issued Executive Order 1473, which, among other things, extended the statewide "Shelter in Place" order through 8:00a.m. on April 27, 2020, amended the definition of Minimum Operations for Non-essential Businesses to allow drive-thru, curbside, and/or delivery of retail services, amended the definition of Prohibited Activities to allow beaches, state parks, state lakes, and reservoirs to re-open with certain restrictions, and amended the definition of Essential Activities to permit recreational boating, fishing, and use of beaches with certain restrictions; and

WHEREAS, on April 24, 2020, Governor Reeves issued Executive Order 1477 implementing a statewide "Safer at Home" order, expanding the definition of Essential Activities to include operation of a business and performance of job duties, expanding the definition of Essential Travel to include travel to and from work, stating that all businesses and non-profit entities may remain open or reopen subject to limitations, and expanding the definition of Healthcare Activities to include non-emergent elective medical and dental procedures and surgeries, among other things; and

WHEREAS, on May 4, 2020, Governor Reeves issued Executive Order 1478, amending the Safer at Home order to allow in-house dining at restaurants and bars, subject to limitations, and to allow the use of parks and outdoor recreational activities, subject to limitations; and

WHEREAS, nothing in the Governor's Executive Orders limits or alters the City of Starkville from adopting orders, rules, regulations, resolutions, and actions that are more strict than the Governor's Executive Orders provided that they do not impose restrictions that prevent any Essential Business Operations as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, despite significant measures and recommendations, COVID-19 continues to remain a serious threat to Starkville that significantly impacts the life and health of Starkville residents, as well as the economy of Starkville; and

WHEREAS, it is necessary to take actions consistent with the Governor's Orders to protect the health, safety and welfare of Starkville residents in response to this COVID-19 State of Emergency; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, Sections 45-17-3 and 33-15-17(d) of the Mississippi Code allows the City to proclaim local civil emergencies if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to persons to such an extent that additional measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville; and

WHEREAS, Miss. Code. Ann. §§ 45-17-5 and 33-15-17(d) allows the City of Starkville to order a general curfew as deemed necessary in the interest of the public health, safety and welfare of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville after declaration of civil emergency and in the interest of the public safety and welfare to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce the same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation to protect the health and lives and to enhance the general welfare of the community by restricting such movements of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City of Starkville hereby adopts the findings and regulations set forth in Executive Order 1478, Section I(a) relating to in-house (indoor or outdoor) dining at restaurants and bars. Those activities shall be allowed starting on May 7, 2020, at 8:00a.m., subject to the restrictions and limitations contained in Executive Order 1478.

Section 2: The City of Starkville's parks shall remain closed until further action of the Board of Aldermen.

Section 3: All businesses, agencies and units of government located within the City of Starkville shall continue to take all reasonable measures to ensure that such businesses comply with the CDC and the Mississippi Department of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: mandating social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially COVID-19.

Section 4: Retail businesses open to the public shall continue to require their employees and customers over the age of 6 years old to wear face coverings through 8:00 a.m. on May 11, 2020, to align with the timeframe of the Governor's Safer at Home Executive Order 1477. Employees and customers shall properly wear face coverings insuring coverage over the mouth and nose. Management must provide adequate supervision, including door monitors, to ensure that employees and customers entering the store comply with face coverings, and to prohibit entrance to those not wearing face coverings. Customers dining in-house at restaurants and bars are excluded from being required to wear face coverings but shall adhere to all of the restrictions and limitations contained in Executive Order 1478 Section I(a). Employees at restaurants and bars shall wear face coverings consistent with Executive Order 1478 Section I(a)(vi).

Section 5: A general curfew remains in effect in the City limits of Starkville from 10:00 p.m. until 5:00 a.m. except for Essential Travel or Essential Activities as those terms are defined in the Governor's Executive Order 1477. This curfew runs through 5a.m. on May 11, 2020, to align with the timeframe of the Governor's Executive Order 1477. If the Governor extends the timeframe of Executive Order 1477, this curfew shall also extend to be consistent with it. This curfew may also be amended at any time by Motion and Order of the governing authorities of the City of Starkville.

Section 6: The City may issue such other orders as are necessary for the protection of life and liberty.

Section 7: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which the City of Starkville adopted on or about March 20, 2020.

Alderman Beatty moved for adoption of the Resolution, which motion was seconded by Alderman Vaughn, said Resolution having been introduced in writing at a specially called meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on May 5. 2020, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

Alderman Ben Carver voted:	Nay
Alderman Sandra Sistrunk voted:	Yea
Alderman David Little voted:	Nay
Alderman Jason Walker voted:	Yea
Alderman Hamp Beatty voted:	Yea
Alderman Roy A.' Perkins voted:	Yea
Alderman Henry Vaughn voted:	Yea

D. Lynn Spruill
Mayor of the City of Starkville, Mississippi

Lesa Hardin

Attest: Lesa Hardin
City Clerk, City of Starkville, Mississippi

1183307

14. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 28, 2020 for fiscal year ending 9/30/20, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	$ 153,735.10
Restricted Fire Fund	003	8,101.71
Airport Fund	015	2,123.07
Sanitation	022	52,281.05
Computer Assessments	107	3,168.79
Industrial Park Bond	303	11,638.56
Public Improv Bonds – 2018	319	7,135.00
Park and Rec, Tourism	375	366,959.00
Trust & Agency	610	21,677.17
Economic Dev, Tourism, Conv	630	82,462.46
Sub Total Before Utilities		$ 709,281.91
Utilities Dept.	SED	517,264.23
Total Claims	Total	$1,226,546.14

15. MOTION TO RECESS UNTIL MAY 19, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until May 19, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE _______ DAY OF _____________________ 2020.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)

MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
May 15, 2020

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, May 15, 2020 at 10:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Hamp Beatty and Henry Vaughn. Aldermen David Little and Jason Walker attended telephonically or by videoconference. Attending the Mayor and Board were City Clerk Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill called roll of the Aldermen. Having confirmed those present, she opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. §25-41-13 and a copy of that notice is included in the minutes. The work session was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

David D'Aquilla, Interim Park Director, presented an update on the construction status of Cornerstone Park.

Terry Kemp, Starkville Utilities General Manager, presented an update on the status of the ongoing and proposed projects for the Starkville Utilities Department.

The Mayor and members of the Board discussed items on the upcoming May 19, 2020 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2020.

____
MAYOR D. LYNN SPRUILL

Attest:

____
Seal LESA HARDIN, CITY CLERK

THERE WILL BE A WORK SESSION OF THE

MAYOR AND BOARD OF ALDERMEN ON

FRIDAY, MAY 15, 2020

AT 10:00 AM IN THE STARKVILLE CITY HALL

LOCATED AT 110 WEST MAIN STREET

IN THE SECOND FLOOR CONFERENCE ROOM

The public and media are invited to attend.
The work session will be live streamed on Facebook and
will be available for viewing on the City website.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.

WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI
May 15, 2020
10:00 a.m.

A. CALL THE MEETING TO ORDER

B. UPDATE ON THE CURRENT WORK IN CORNERSTONE PARK

C. PRESENTATION BY TERRY KEMP ON THE STATUS OF THE WORK ON THE PROJECTS FOR STARKVILLE UTILITIES DEPARTMENT

D. DISCUSSION OF THE AGENDA ITEMS FOR THE MAY 19, 2020, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

E. ADJOURN MEETING

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** June 2, 2020

RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1of 4

SUBJECT:

The Second Public Hearing and Consideration of the amendment to Section 14.7.5.A of the Unified Development Code to Extend the Grace Period for Nonconforming Signs for One Year until May 5, 2022

SUMMARY:

The Mayor and Board of Aldermen have adopted a comprehensive plan to promote the health, safety, and general welfare of the people of the City of Starkville, Mississippi;

The Mayor and Board of Aldermen have subsequently adopted the Starkville Unified Development Code that was to be in compliance with the comprehensive plan; and,

The Mayor and Board of Aldermen decided to extend the grace period for nonconforming signs from May 5, 2021 to May 5, 2022.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of the proposed amendment to the UDC Section 14.7.5.A to extend the grace period for nonconforming signs for one year until May 5, 2022.

L. Electronic message center signs located on the inside of a building visible from any public street are not permitted.

14.7.4. Nonconforming Signs

A. Any sign existing at the effective date of the adoption of this article which could not be built under the terms of Section 14.7 shall be considered a nonconforming sign with the exception of outdoor advertising signs as defined in Section 14.7.11(D).

B. A discontinued sign is any sign which no longer identifies an activity conducted or present on the premises where the sign is located. Discontinued signs not in use for a period of forty-five (45) days or more shall have the sign face removed, by either painting over the sign face or replacing the sign face with a blank insert.

C. Any nonconforming sign and its supporting structure that is discontinued for a period of forty-five (45) days or more shall be removed in its entirety at the expense of the property owner. No building or sign permits shall be issued until arrangements have been made for the removal of all nonconforming signs and their supporting structures from the subject property.

D. Any existing sign that would normally be classified as conforming that is determined to be unsafe, an unsightly nuisance, or damaged to the extent of fifty percent (50%) of the market value of the sign shall be considered nonconforming and subject to immediate removal. No building or sign permits shall be issued until arrangements have been made for the removal of the nonconforming sign and its supporting structure.

14.7.5. Amortization of nonconforming signs

A. All nonconforming signs as defined by the previous sign ordinance adopted on April 5, 2011 by the Board of Aldermen and still existing at the time of the adoption of the Unified Development Code shall be removed by May 5, ~~2021~~2022.

B. All nonconforming signs that exist at the time of annexation into the City, shall have a ten (10) year amortization period that shall begin from the effective date of the annexation into the City.

C. Upon determination by the City of Starkville that a sign remains nonconforming after termination of the amortization period provided above, the city shall notify the sign owner and/or the owner of the land on which the nonconforming sign is located, and such owner shall have thirty (30) days after written notice is received within which to remove said sign or bring it into compliance. At the end of the thirty (30) day period, if the sign has not been removed or brought into compliance, the code enforcement officer shall issue a summons to municipal court.

D. The requirements of Section 14.7.5 (A) and 14.7.5 (B) shall not apply to Class I type outdoor advertising (billboard) signs as defined in Section 14.7.11(D)(1)(i).

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING SECTION 14.7.5.A OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE GRACE PERIOD FOR NONCONFORMING SIGNS FOR ONE YEAR UNTIL MAY 5, 2022; REPEALING ANY OTHER ORDINANCE OR PART THEREOF IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, The Mayor and Board of Aldermen have adopted a comprehensive plan to promote the health, safety, and general welfare of the people of the City of Starkville, Mississippi; and

WHEREAS, The Mayor and Board of Aldermen have subsequently adopted the Starkville Unified Development Code that was to be in compliance with the comprehensive plan; and

WHEREAS, The Mayor and Board of Aldermen decided to extend the grace period for nonconforming signs.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI:

SECTION 1. Section 14.7.5.A of the Unified Development Code is hereby amended as follows:

14.7.5. Amortization of nonconforming signs

A. All nonconforming signs as defined by the previous sign ordinance adopted on April 5, 2011 by the Board of Aldermen and still existing at the time of the adoption of the Unified Development Code shall be removed by May 5, ~~2021~~2022.

SECTION 2. All applicable sections from any other Ordinance or part thereof in conflict with this Ordinance are hereby repealed.

SECTION 3. This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

Alderman ________________ moved and Alderman ________________ seconded the motion to adopt the foregoing ordinance, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	Voted: ___________
Alderman Sandra C. Sistrunk	Voted: ___________
Alderman David Little	Voted: ___________
Alderman Jason Walker	Voted: ___________
Alderman Hamp Beatty	Voted: ___________
Vice Mayor Roy A'. Perkins	Voted: ___________
Alderman Henry N. Vaughn, Sr.	Voted: ___________

ORDAINED AND APPROVED, this the 2nd day of June, 2020, at the Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** June 2, 2020

RECOMMENDATION FOR BOARD ACTION

SUBJECT:

The Public Hearing and Consideration of the amendment to Section 13.3.6.B Use Chart of the Unified Development Code to Allow Agriculture and Forestry Operations at a Property Zoned for Industrial Uses.

SUMMARY:

The Mayor and Board of Aldermen have adopted a comprehensive plan to promote the health, safety, and general welfare of the people of the City of Starkville, Mississippi;

The Mayor and Board of Aldermen have subsequently adopted the Starkville Unified Development Code that was to be in compliance with the comprehensive plan;

The 16^{th} Section Public School Trust Lands have been leased out annually for hunting, fishing, agriculture use, forest management including timber operations, mineral exploration, mining operations, and residential uses;

The 16^{th} Section Public School Trust Lands are comprised of 3 zoning designations, such as industrial (I), Special-Educational (SE) and Rural Neighborhood (RN);

However, the Starkville Unified Development Code does not currently allow Agriculture and Forestry operations at a property zoned for industrial;

Meanwhile, Agriculture and forestry uses are desirable operations for economic benefits of undeveloped properties zoned for industrial;

The Mayor and Board of Aldermen foresee immediate economic advantages of alternative uses of vacant industrial properties; and,

The Mayor and Board of Aldermen decided to allow Agriculture and Forestry Operations at a Property Zoned for Industrial Uses by amending Section 13.3.6.B Use Chart of the Unified Development Code.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of the proposed amendment to the Section 13.3.6.B Use Chart of the Unified Development Code to Allow Agriculture and Forestry Operations at a Property Zoned for Industrial Uses.

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING SECTION 13.3.6.B USE CHART OF THE UNIFIED DEVELOPMENT CODE TO ALLOW AGRICULTURE AND FORESTRY OPERATIONS AT PROPERTIES ZONED INDUSTRIAL, 2022; REPEALING ANY OTHER ORDINANCE OR PART THEREOF IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING FOR IMMEDIATE EFFECTIVE DATE.

WHEREAS, The Mayor and Board of Aldermen have adopted a comprehensive plan to promote the health, safety, and general welfare of the people of the City of Starkville, Mississippi; and

WHEREAS, The Mayor and Board of Aldermen have subsequently adopted the Starkville Unified Development Code that was to be in compliance with the comprehensive plan;

WHEREAS, The 16th Section Public School Trust Lands have been leased out annually for hunting, fishing, agriculture use, forest management, including timber operations, mineral exploration, mining operations, and residential uses;

WHEREAS, The 16th Section Public School Trust Lands are comprised of 3 zoning designations: Industrial (I), Special-Educational (SE) and Rural Neighborhood (RN);

WHEREAS, The Starkville Unified Development Code does not currently allow Agriculture and Forestry operations at a property zoned for industrial;

WHEREAS, Agriculture and forestry uses are desirable operations for economic benefits of undeveloped properties zoned for industrial;

WHEREAS, The Mayor and Board of Aldermen foresee immediate economic advantages of alternative uses of vacant industrial properties; and,

WHEREAS, The Mayor and Board of Aldermen decided to allow Agriculture and Forestry Operations at a property zoned for Industrial Uses by amending Section 13.3.6.B Use Chart of the Unified Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI:

SECTION 1. Section 13.3.6.B Use Chart of the Unified Development Code is hereby amended as shown on EXHIBIT “A”, attached hereto.

SECTION 2. All applicable sections from any other Ordinance or part thereof in conflict with this Ordinance are hereby repealed.

SECTION 3. This Ordinance shall become effective immediately after its passage by unanimous vote of the Board of Aldermen to facilitate the expeditious harvesting of timber at the request of the Starkville Oktibbeha Consolidated School District.

Alderman ________________ moved and Alderman ________________ seconded the motion to adopt the foregoing ordinance, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	Voted: ___________
Alderman Sandra C. Sistrunk	Voted: ___________
Alderman David Little	Voted: ___________
Alderman Jason Walker	Voted: ___________
Alderman Hamp Beatty	Voted: ___________
Vice Mayor Roy A'. Perkins	Voted: ___________
Alderman Henry N. Vaughn, Sr.	Voted: ___________

ORDAINED AND APPROVED, this the 2nd day of June, 2020, at the Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

____
D. Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

EXHIBIT "A"

Use Chart	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-TND	O-CD	O-I	O-C	O-E
																			O-Use Categories				
P = Permitted Use A= Permitted Use with Additional Standards UE = Use Exception SE = Special Exception -- =Not Permitted																							
INDUSTRIAL (CONT.)																							
Trades and Skilled Services *sec.13.8.11*	--	--	--	--	--	--	--	--	--	A	P	--	--	--	--	--	--	--	--	--	--	--	--
Warehousing, Distribution, & Wholesale Services *sec.13.8.12*	--	--	--	--	--	--	--	--	--	UE/ SE	P	--	--	--	--	--	--	--	--	--	P	--	--
OTHER																							
Accessory Use or Structures (excluding dwellings) *sec.13.9.1*	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Agriculture and Forestry *sec.13.9.2*	A	A	A	A	A	--	--	--	--	A	~~--~~ A	A	--	--	--	--	--	A	A	A	--	--	A
Firing Range *sec.13.9.3*		--	--	--	--	--	--	--	--	--	A	--	--	--	--	A	--	--	--	--	--	--	--
Parking Lots and Garages *sec.13.9.4*	--	--	--	--	--	--	--	SE	SE	SE	SE	--	SE	SE	SE	SE	SE	SE	--	--	SE	SE	--
Telecommunication Facilities *sec.13.9.5*	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Temporary Uses *sec.13.9.6*	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Portable Telecommunication Facilities- *sec.13.9.7*	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Special Event Facility *sec.13.9.1*	SE	A	A	SE	SE	--	--	A	A	A		--	A	A	A	--	--	--	SE	SE	--	A	SE

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 2, 2020

SUBJECT:

Public Hearing and Consideration of SE 20-04 a request for Special Exception to allow for a "Borrow Pit" at 1594 Rockhill Road in a Rural Neighborhood zoning district with the property #116-23-007.17

SUMMARY:

The applicant is seeking a Special Exception to operate a borrow pit. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "borrow pit" in an R-N zoning district. A borrow pit is defined in Section 13.8.3.A as "An area from which soil, aggregate, or other unconsolidated material is removed to be used, with or without further processing, as fill for activities such as landscaping, building construction, or roadway construction and maintenance on another site. This use shall also be granted and maintain all applicable local, state, and federal permits". Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use. There are no additional standards for this use.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.
1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on April 22, 2020.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response from the members of the neighboring communities.

At the May 12, 2020 Planning and Zoning Commission meeting, the Commission unanimously recommended approval of the request with the 3 staff-recommended conditions:

1. The operation hours shall be from 7:00 AM to 5:00 PM;
2. Standard dust control measures with water and truck entering highway signage shall be used; and
3. The applicant shall ensure to utilize all safety measures and be responsible for any incidents and/or accidents that occur in the site.

REQUESTING
DEPARTMENT: Community Development

DIRECTOR'S
AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION, CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Simon Kim @ ext 3119

SUGGESTED MOTION:

Move approval of SE 20-04 a request for Special Exception to allow for a "Borrow Pit" at 1594 Rockhill Road in a Rural Neighborhood zoning district with the property #116-23-007.17 with the 3 conditions:

1. The operation hours shall be from 7:00 AM to 5:00 PM;
2. Standard dust control measures with water and truck entering highway signage shall be used; and
3. The applicant shall ensure to utilize all safety measures and be responsible for any incidents and/or accidents that occur in the site.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE. MISSISSIPPI 39759

STAFF REPORT	
To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject:	SE 20-04 Request for Special Exception to allow for a "Borrow Pit" at 1594 Rockhill Road.
Date:	May 12, 2020

The purpose of this report is to provide information regarding Special Exception Request by Nic Parish of Burns Dirt Construction on behalf of Dudley Waldrop to allow for a "Borrow Pit" located at 1594 Rockhill Road in a R-N zoning district with the property #116-23-007.17. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to operate a borrow pit. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "borrow pit" in an R-N zoning district. A borrow pit is defined in Section 13.8.3.A as "An area from which soil, aggregate, or other unconsolidated material is removed to be used, with or without further processing, as fill for activities such as landscaping, building construction, or roadway construction and maintenance on another site. This use shall also be granted and maintain all applicable local, state, and federal permits". Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use. There are no additional standards for this use.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.

7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance n and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on April 22. 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received no response from the notifications.

ANALYSIS

In the opinion of the Planning Department the proposed use associated with the Special Exception request does meet the criteria for special exception review and approval.

CONDITIONS OF APPROVAL

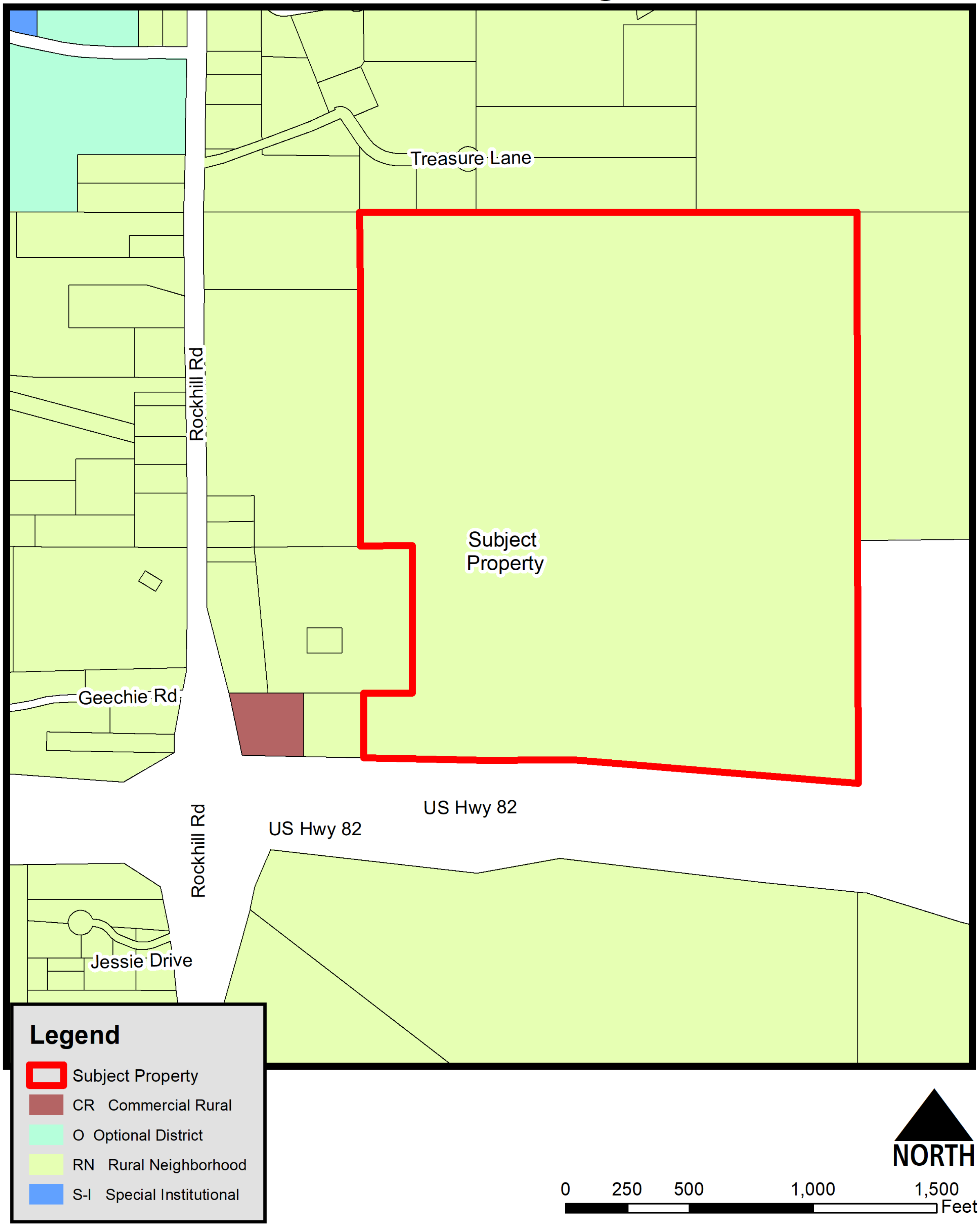
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

Attachment 1

SE 20-04 Aerial

Attachment 2

SE 20-04 Zoning



Attachment 3- Site Plan

WALDROP PIT

BURNS DIRT
CIVIL DRAWINGS
STARKVILLE, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon
www.neel-schaffer.com
912 Lynn Lane
PH: (662)268-7966 / FAX: (662)268-7981
Starkville, MS 39759

DRAWING INFORMATION

N-S PROJECT NO.: NS	
FILENAME: WALDROP PIT-SITE-ECP-GRADING	
SCALE:	
SURVEYED BY:	BB/JW
DSGN BY: BRS	DATE: 4/20
DRWN BY: BRS	DATE: 4/20
CHKD BY: JLD	DATE: 4/20
QA/QC BY:	DATE:

REVISION

NO.	DATE	BY	DESCRIPTION

GRADING PLAN

WALDROP PIT

BURNS DIRT

CIVIL DRAWINGS

STARKVILLE, MISSISSIPPI

DRAWING INFORMATION

N-S PROJECT NO.: NS

FILENAME: WALDROP PIT-SITE-ECP-GRADING

SCALE:

SURVEYED BY: BB/JW

DSGN BY: BRS DATE: 4/20

DRWN BY: BRS DATE: 4/20

CHKD BY: JLD DATE: 4/20

QA/QC BY: DATE:

REVISION

NO.	DATE	BY	DESCRIPTION

EROSION CONTROL PLAN

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER
Solutions you can build upon
www.neel-schaffer.com
912 Lynn Lane
PH: (662)268-7966 / FAX: (662)268-7951
Starkville, MS 39759

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 2, 2020

SUBJECT:

Public Hearing and Consideration of SE 20-05 a request for Special Exception to allow for a manufactured home on the east side of Babylon Road approximately 1, 550 feet (0.29 miles) south of West Garrard Road in a Rural Neighborhood zoning district with the parcel numbers 119-30-012.00

SUMMARY:

The applicant is seeking a Special Exception to place a manufactured home on the subject property. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Manufactured and Modular Home" in a Rural Neighborhood (R-N) zoning district. The entire parcel is listed at 11.73 acres. Only a portion of the property is to be used for the proposed use. The applicant provided a sketch of the home site area (see attachment 3). The home site area is approximately 116 ft by 392 ft for a total square footage of 45,472. The required minimum lot with for an R-N zone is 100 ft with a minimum of 40,000 square feet of lot area. The required setbacks are as follows: front 30 ft, rear 25 ft, and side 10 ft. There are currently no other dwellings on the property. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards listed under UDC Section 13.5.8.D.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.
1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on April 22, 2020.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response from the members of the neighboring communities.

At the May 12, 2020 Planning and Zoning Commission meeting, the Commission unanimously recommended approval of the request.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION, CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Simon Kim @ ext 3119

SUGGESTED MOTION:

Move approval of SE 20-05 a request for Special Exception to allow for a manufactured home on the east side of Babylon Road approximately 1, 550 feet (0.29 miles) south of West Garrard Road in a Rural Neighborhood zoning district with the parcel #119-30-012.00.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION

CITY HALL, 110 WEST MAIN STREET
STARKVILLE. MISSISSIPPI 39759

STAFF REPORT	
To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject:	SE 20-05 Request for Special Exception to allow for a manufactured home on the east side of Babylon Road approximately 1, 550 feet (0.29 miles) south of West Garrard Road in an R-N zoning district
Date:	May 12, 2020

The purpose of this report is to provide information regarding Special Exception Request by Tommy James Perkins Jr. on behalf of Darlene H. Perkins for a Special Exception to allow for a manufactured home on the east side of Babylon Road approximately 1, 550 feet (0.29 miles) south of West Garrard Road. The property is located within a R-N zoning district with the parcel numbers 119-30-012.00. Please see attachments 1- 2.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to place a manufactured home on the subject property. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Manufactured and Modular Home" in a Rural Neighborhood (R-N) zoning district. The entire parcel is listed at 11.73 acres. Only a portion of the property is to be used for the proposed use. The applicant provided a sketch of the home site area (see attachment 3). The home site area is approximately 116 ft by 392 ft for a total square footage of 45,472. The required minimum lot with for an R-N zone is 100 ft with a minimum of 40,000 square feet of lot area. The required setbacks are as follows: front 30 ft, rear 25 ft, and side 10 ft. There are currently no other dwellings on the property. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are

not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.

6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ADDITIONAL STANDARDS ASSOCIATED WITH THE PROPOSED USE OF "DWELLING, MANUFACTURED AND MODULAR HOME" (Section 13.5.8.D)

1. Homes shall be anchored according to International Building Code requirements.
2. Homes shall bear the FMHCCS Label or Seal of Compliance.
3. Homes shall have horizontal siding. At a minimum, the exterior siding shall consist predominantly of vinyl or aluminum lap siding whose reflectivity does not exceed that of flat white paint, wood or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.
4. Homes shall have a minimum of a 3/12 roof pitch with asphalt shingles.
5. All homes shall be placed on the lot in harmony with the existing site-built structures. Where no neighboring structures are available for comparison, it shall be sited with the front running parallel to the street providing access to the site.
6. The towing tongue, wheels, and hitch-axle shall be removed upon final placement of the unit.
7. All manufactured homes shall be placed on permanent masonry foundations with appropriate screening of the foundations. The foundation shall not be visible from the street or adjacent properties.
8. All manufactured homes shall have either a deck or porch with steps at each entrance constructed and installed in accordance with the standards set forth by the International Building Code. The minimum square footage of the floor of such porch or deck shall measure at least thirty-six (36) square feet.
9. No manufactured and modular home more than ten (10) years old may be relocated or moved onto any lot within the city limits of Starkville.
10. See zoning district general provisions for density requirements and other standards.
11. See zoning district base dimensional standards for location, setback, and height requirements.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance n and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on April 22, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received no response from the notifications.

ANALYSIS

In the opinion of the Planning Department the proposed use associated with the Special Exception request does meet the criteria for special exception review and approval.

CONDITIONS OF APPROVAL

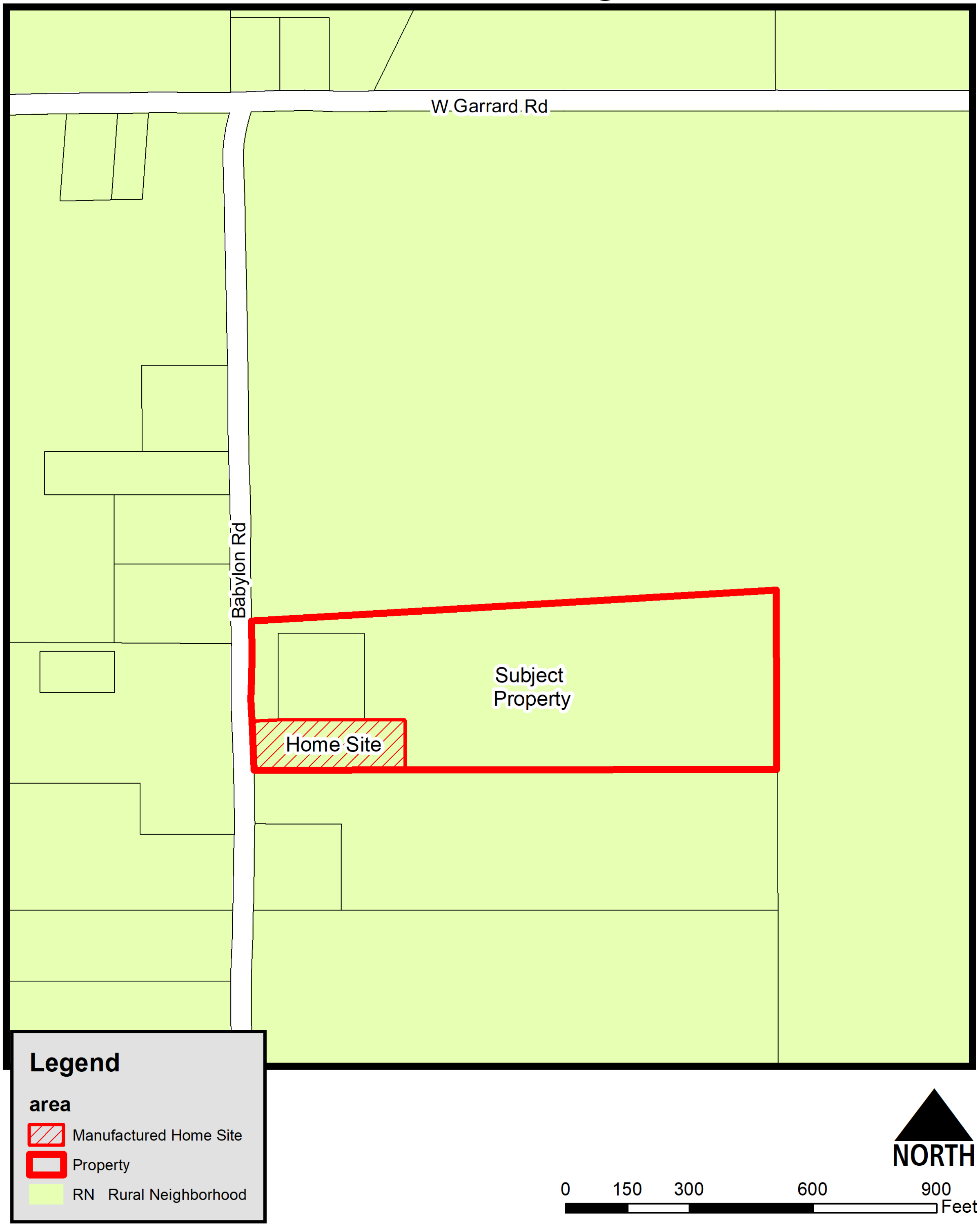
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

Attachment 1

SE 20-05 Aerial

Attachment 2

SE 20-05 Zoning



Attachment 3- Home Site Sketch

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT:

Public Hearing and Consideration of VA 20-03 a request for a variance from sidewalk requirements for lot 2 of the proposed Jax Corner Subdivision located at the southwest corner of Highway 12 and Jackson Street in a C zoning district.

SUMMARY:

The applicant is seeking a Variance from sidewalk requirements under UDC Sec. 14.11.1 for the proposed Lot 2 of the preliminary-platted Jax Corner Subdivision to transfer the full responsibility of sidewalk construction from the current property owner to the developer (subsequent property owner). Then, under UDC Section 14.11.3, required sidewalks will be built by the future developer.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.
1. 23 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 3, 2020.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response from the members of the neighboring communities.

At the May 27, 2020 BOAA meeting, the Board unanimously recommended approval of the request.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Simon Kim @ ext 3119

SUGGESTED MOTION:

Move approval of VA 20-03 a request for a variance from sidewalk requirements for lot 2 of the proposed Jax Corner Subdivision located at the southwest corner of Highway 12 and Jackson Street in a C zoning district.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To:	Members of the Board of Adjustments & Appeals
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject:	VA 20-03 Request for a variance from sidewalk requirements for lot 2 of the proposed Jax Corner Subdivision located at the southwest corner of Highway 12 and Jackson Street in a C zoning district.
Date:	May 27, 2020

The purpose of this report is to provide information regarding a variance request from sidewalk requirements by Jason Pepper on behalf of 4J I, LP. The request is for lot 2 of the proposed Jax Corner Subdivision located at the southwest corner of Highway 12 and Jackson Street in a C- Commercial zoning district. Lot 2 consist of all or part of several existing parcels with the parcel numbers 102H-00-019.00, 102H-00-020.00, 102H-00-020.01, 102H-00-021.00, 102H-00-022.00, 102H-00-023.00, 102H-00-024.00, 102H-00-025.00, and 102H-00-026.00.. Please see attachments 1- 4.

BACKGROUND INFORMATION

On April 21, 2020, the Board of Aldermen approved a preliminary plat request for the "Jax Corner Subdivision". The proposed subdivision consists of 2 lots. Lot 1 will contain the existing Animal Medical Center and adjacent parking lot. Lot 2 will be marketed for development. Section 14.11.1 of the Unified Development Code requires the construction of sidewalks in all newly platted subdivisions. Section 14.11.3 requires the construction of sidewalks for any development or redevelopment that requires site plan approval. The applicant is requesting relief from Section 14.11.1. Thus, transferring the responsibility of constructing the sidewalks for Lot 2 to the future developer of Lot 2 in accordance with Section 14.11.3. If the request for Variance is recommended for approval or denial, the applicant's requests will be heard by the Board of Aldermen at the June 2, 2020 meeting.

VARIANCE REQUEST FROM

Section 14.11.1 Sidewalks Required by Subdivision

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

A. Special Conditions. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
B. Literal Interpretation. That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
C. Hardship. That the hardship has not resulted from the actions of the applicant.
D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
E. Minimum Variance. That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
F. Consistency with Comprehensive Plan. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

NOTIFICATION:

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 23 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 3, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received no phone calls about the request.

ANALYSIS

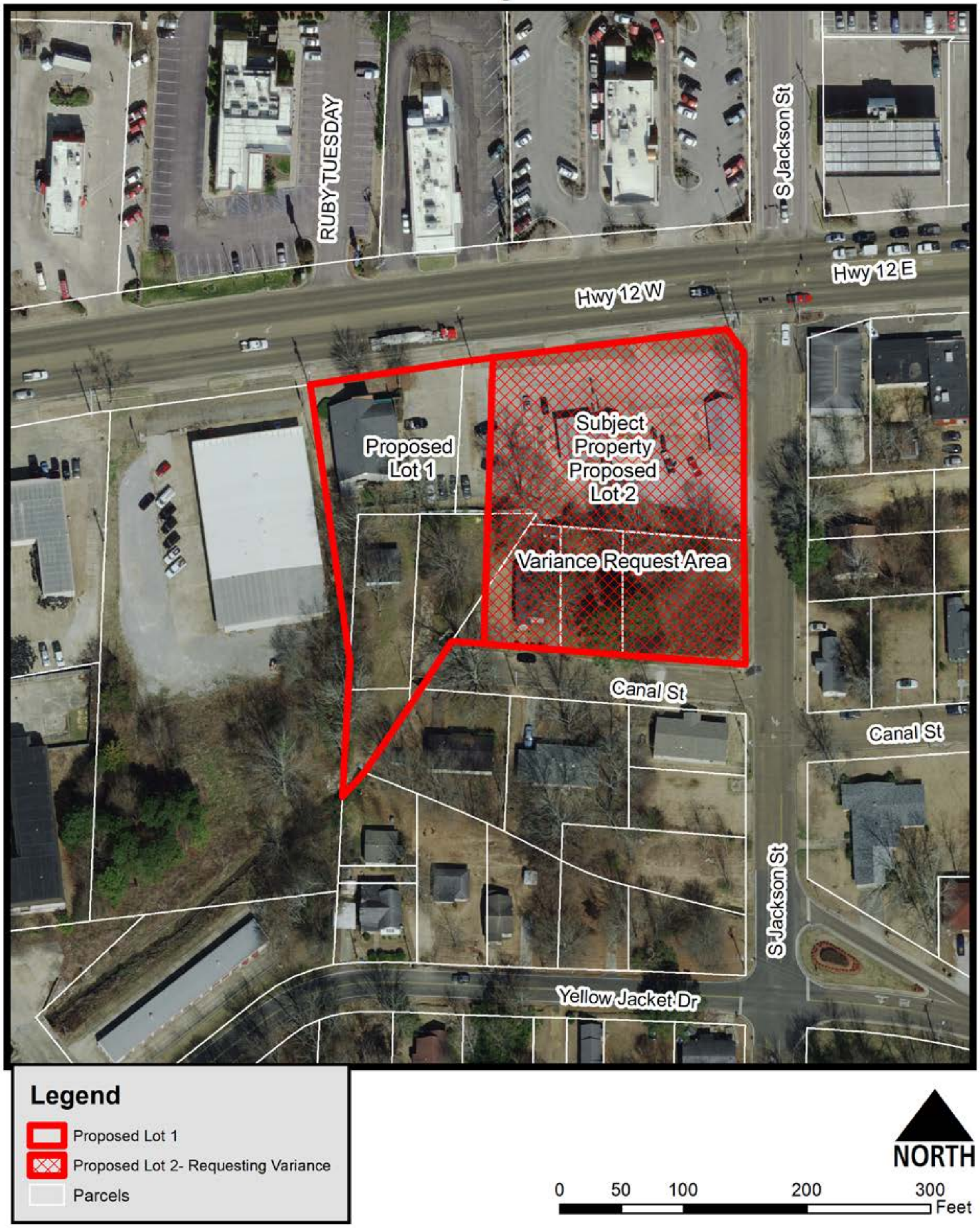
In the opinion of the Planning Department the proposed variance request does meet the criteria for variance review and approval. The request is to transfer the requirement of the constructing the sidewalks from the property owner to the future developer of the property and not to avoid constructing sidewalks all together. Thus, the intent of the Unified Development Code will be met.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

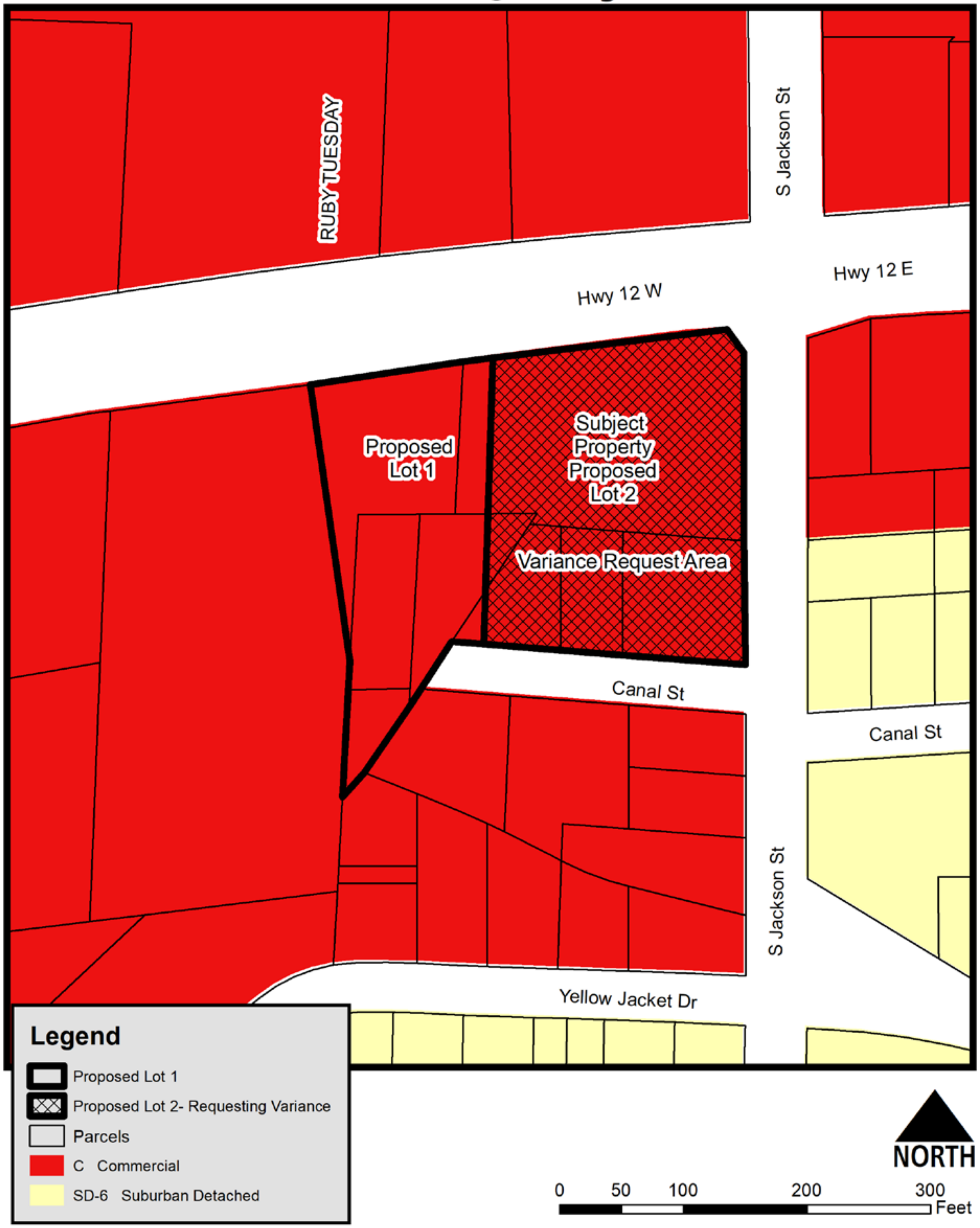
Attachment 1

VA 20-03 Aerial

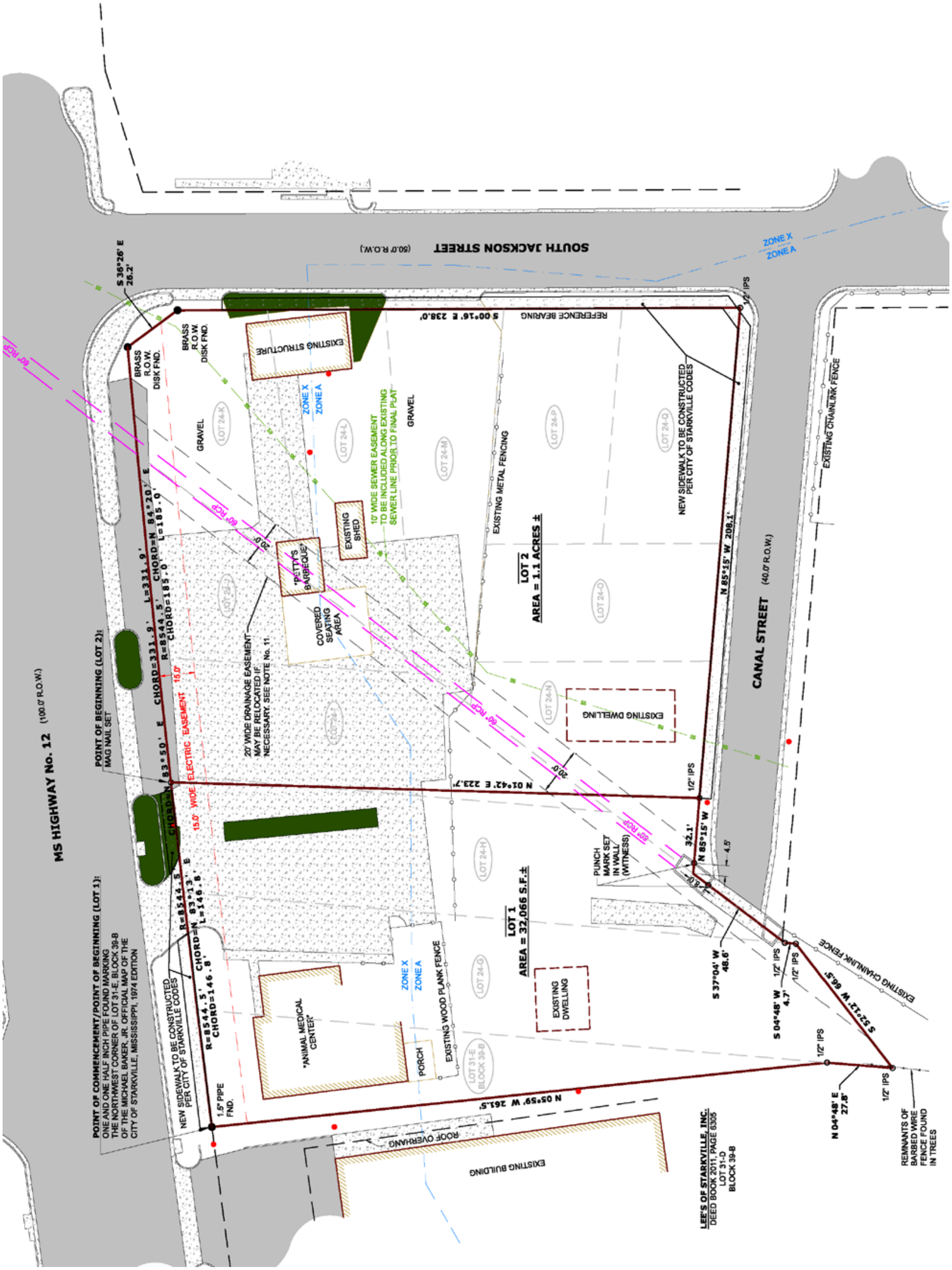


Attachment 2

VA 20-03 Zoning



Attachment 3- Enlarged Preliminary Plat



Attachment 4- Applicant Statement

Addendum A

Cited Codes and Request

Section 14.11.1 - Sidewalks Required by Subdivision (see attached)

Within all newly platted subdivisions, sidewalks shall be required.

Section 14.11.3 - Sidewalks Required by Site Plan (see attached)

Sidewalks shall be completed and approved by the City prior to the issuance of a certificate of occupancy..

Request:

Move the application for required sidewalks from “Section 14.11.1 - Sidewalks Required by Subdivision” to “Section 14.11.3 - Sidewalks Required by Site Plan” transferring the full responsibility of sidewalk construction from the current property owner to the developer (subsequent property owner).

Reasons for Request:

Any sidewalk built on Lot 2 prior to its development would very likely be damaged and have to be removed during development of the Lot. Once property is sold, the current property owner no longer has control or oversight. See also “Addendum A continued”.

SPECIAL NOTE - Prior Approval:

An application for this identical request was presented under the previous code and approved by BOAA in November 2018. The applicant later chose to wait until the new code was adopted before completing preliminary plat.

14.11. Sidewalks and Pedestrian Circulation

14.11.1. **Sidewalks Required by Subdivision.** Within all newly platted subdivisions, sidewalks shall be required. The installation shall be required in accordance with Section 15.3.4.H.

14.11.2. **General Requirements**

A. Sidewalks shall be designed and constructed to comply with the Americans with Disabilities Act and most current version of the Americans with Disabilities Act Accessibility Guidelines. Developments on a corner lot shall be responsible for providing handicapped access curb ramps on the corner.

B. Within the sidewalk development zone (see Fig 14.11-1) required sidewalks shall be located within the right-of-way adjacent to the subject property. Sidewalks shall be provided along all public and private streets from lot line to lot line and align with existing sidewalks on adjacent properties.

C. Unless otherwise specified by the Development Review Committee or the Director of Community Development, sidewalks shall be located closer to the right-of-way line than the back of curb of a street. Thus, creating an area for the planting of sod or other landscape materials.

D. Sidewalk material shall be in accordance with the Development Standards Chart.

E. The width of the sidewalk shall be five (5) feet except for developments that have additional setback requirements in accordance with Section 5.3. In locations with higher current or anticipated pedestrian use, a wider sidewalk may be required as deemed necessary by the Community Development Director and/or the City Engineer.

F. Sidewalks that cannot be located within the right-of-way shall be located as close to the right-of-way as possible in an easement allowing for public access and maintenance. Sidewalk easements width shall be six (6) feet plus the width of the sidewalk.

G. Sidewalk crossings at any driveway shall provide an ADA compliant connection between the sidewalk ends.

H. Crosswalks shall be required and striped in conformance with the latest edition of the Manual on Uniform Traffic Control Devices or to the current City standard.

I. If required, Internal pedestrian circulation shall be provided and meet the requirements of the Development Standards Chart.

14.11.3. **Sidewalks Required by Site Plan**

A. On any development or redevelopment within the sidewalk development zone that requires site plan approval, sidewalks shall be required.

B. Sidewalks shall be completed and approved by the City prior to issuance of a certificate of occupancy.

C. The developer or property owner of any development or redevelopment shall be required to bring existing sidewalks adjacent to the property into compliance with current sidewalk requirements.

14.11.4. **Sidewalks Required by Building Permit**

A. On any construction project that does not require site plan approval with a cost for improvements that is greater than fifty thousand dollars ($50,000), sidewalks shall be required unless any of the following conditions exist:

1. The project is a single dwelling unit located on a single lot that is not part of a development that requires sidewalks.
2. The installation cost of the required sidewalk is greater than thirty percent (30%) of the cost for the improvements. The improvement cost shall include all improvements on the site, structure, and/or building for all phases. The installation cost of the sidewalks shall be

The drawing must show the side view, front view, and cross section view of the sidewalk shed.

3. The sidewalk shed shall have a clear unobstructed ceiling height of not less than eight (8) feet.

4. Roof materials shall consist of planking no less than the industry standard nominal thickness of two (2) inches, closely laid, made watertight, and covered with exterior grade fire resistant plywood.

5. Sidewalks within a sidewalk shad shall be lit with approved temporary lighting.

6. All walking surfaces within a sidewalk shed shall be compliant with the American Disabilities Act Accessibility Guidelines.

14.11.8. **Permit for obstruction of sidewalk.** When and where it shall be necessary in the construction or repair of buildings, structure, or site, the Mayor and Board of Aldermen may approve the issuance of a written permit, not exceeding two (2) months, permitting the applicant to obstruct the free and unimpeded use of the sidewalk. A pedestrian traffic plan shall be required. If the provisions and conditions of permit are not strictly adhered to, a stop work order for the entire project shall be issued.

14.11.9. **Variance from sidewalk requirements.** Any variance from sidewalk requirements in Section 14.11 shall follow the procedures and processes of Section 3.7.5.

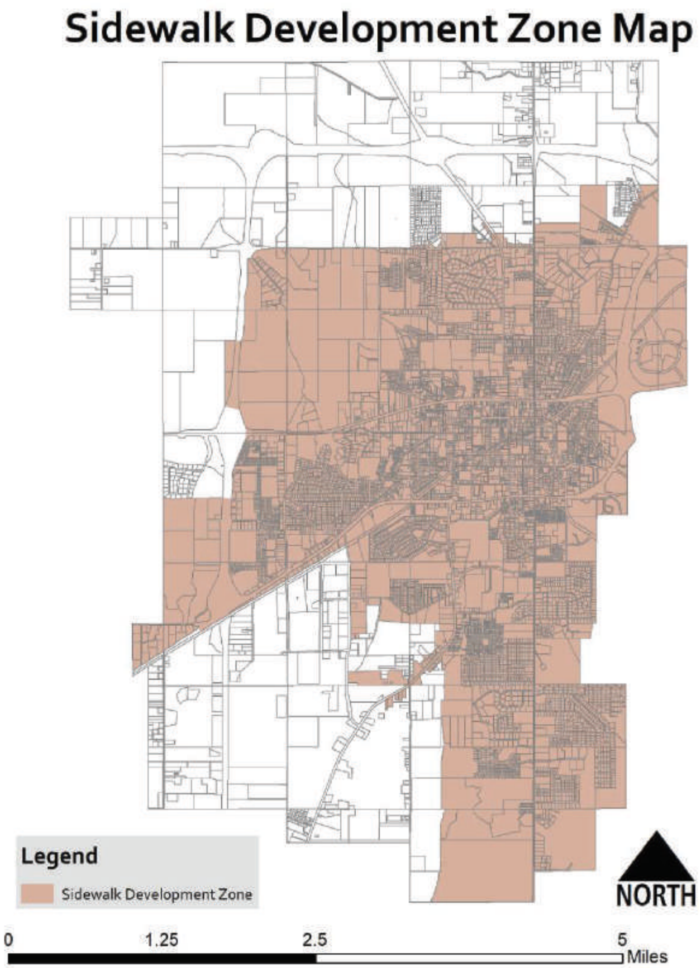


Fig 14.11-1

Addendum A - continued

Supplemental Info & Subdividing Purpose

Property Owner:
Lot 2 is owned by 4J Properties (4J I LP) a landowner/land seller. They are requesting that the responsibility for constructing sidewalks for this lot be assumed by the future owner/developer. While not a developer, 4J has a keen interest in seeking developers or end-users who have the ability to build quality projects as well as the required sidewalks and other infrastructure required.

Subdivided Property:
The subject property consists of approximately 1.84 acres located at the NW corner of Hwy 12 and Jackson St. and includes property under two different ownerships (Animal Medical Center and 4J Properties). Animal Medical Center will be executing a performance agreement and providing surety for Lot 1's sidewalk.

Subdividing Purpose:
The purpose for subdividing is to consolidate the multiple parcels within each ownership and to create a straight property line between the two properties establishing Lot 1 (Animal Medical Center) and Lot 2 (4J Properties). The current line shared between the two properties is very irregular. See attached illustration.

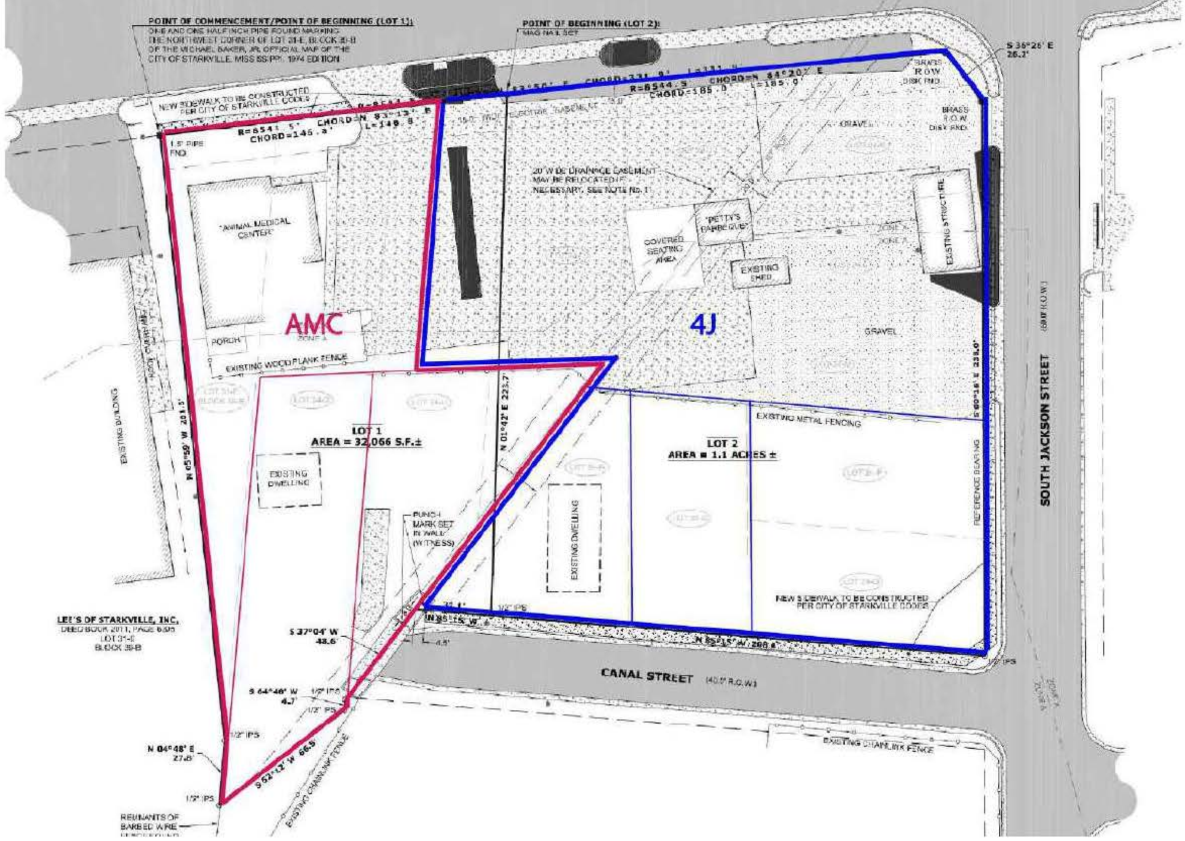
Reason for Variance Request:
This is not a waiver request or an appeal for any lot to be exempt from sidewalks.

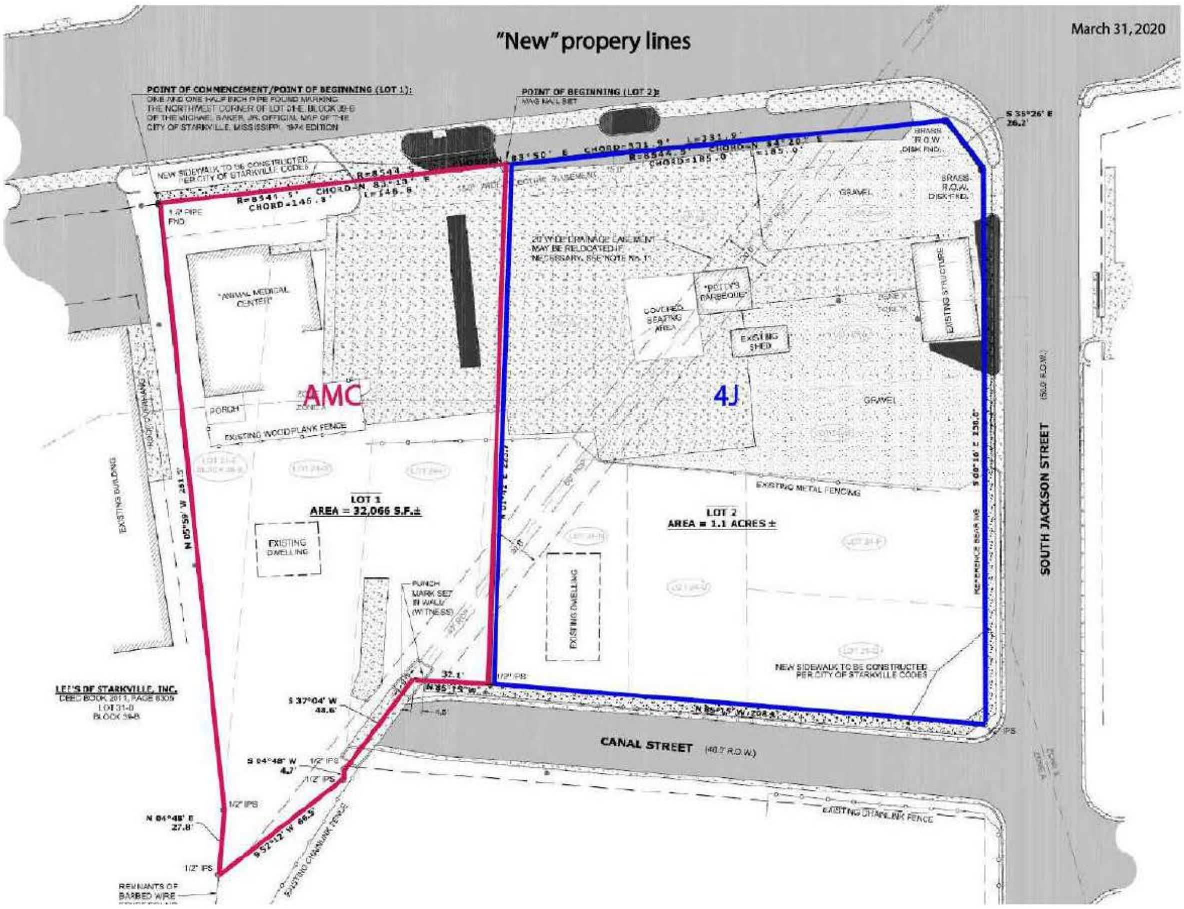
Landowners do not have the same opportunity that developers have in being able to absorb/recoup the costs of constructing sidewalks. In addition, sidewalks constructed prior to development will likely be damaged during construction.

The optional surety requirement also places a landowner in a precarious position. By a landowner issuing surety exposes them to risks caused by guaranteeing someone else's work. Once property is sold, a landowner no longer has oversight and thus should have no responsibility or liability. See attached illustration.

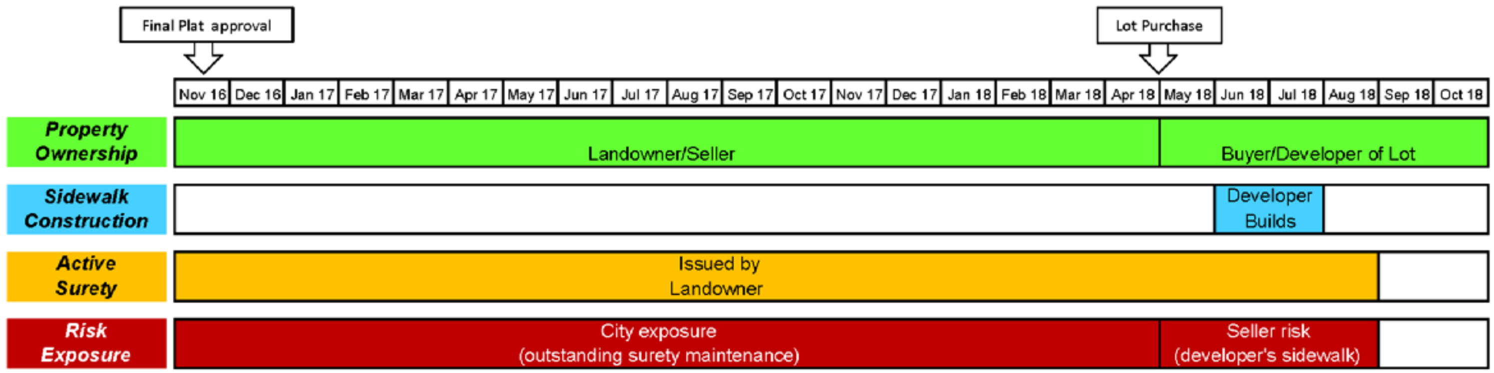
March 31, 2020

"Current" property lines

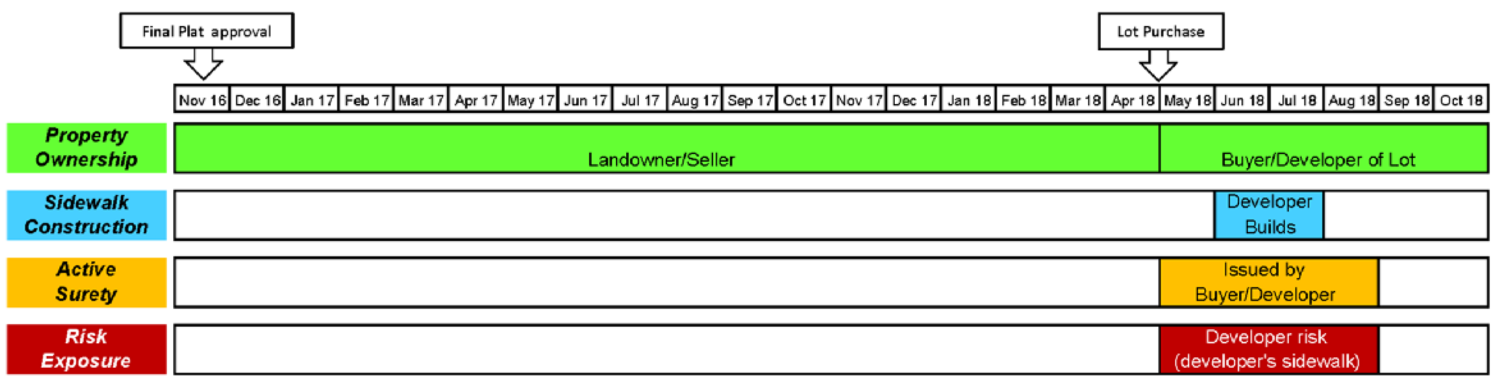



"New" propery lines
March 31, 2020
POINT OF COMMENCEMENT/POINT OF BEGINNING (LOT 1):
POINT OF BEGINNING (LOT 2):
AMC
4J
"ANIMAL MEDICAL CENTER"
PORCH
EXISTING WOOD PLANK FENCE
LOT 1
AREA = 32,066 S.F.±
EXISTING DWELLING
LOT 2
AREA = 1.1 ACRES ±
EXISTING METAL FENCING
GRAVEL
COVERED SEATING AREA
"PETTY'S BARBEQUE"
EXISTING SHED
EXISTING STRUCTURE
EXISTING DWELLING
NEW SIDEWALK TO BE CONSTRUCTED PER CITY OF STARKVILLE CODES
SOUTH JACKSON STREET
CANAL STREET
EXISTING CHAINLINK FENCE
EXISTING BUILDING
LEE'S OF STARKVILLE, INC.
S 37°04' W 44.6'
S 84°48' W 4.7'
N 84°48' E 27.8'
32.1'
1/2" IPS
REMNANTS OF BARBED WIRE

Surety for sidewalks issued by **Landowner** (when Final Plat approved)



Surety for sidewalks issued by **Buyer/Developer** (when lot purchased)



MAP LEGEND:

STATEMENT OF SURVEYING ACCURACY:

I, Jason W. Pepper, hereby state that this map correctly represents a survey completed by me or under my supervision in August of 2014; and is a true and correct representation of surveys made on the ground; and that all monuments, which were found or placed on the property, are correctly described and located.

Date of Execution

Jason W. Pepper, P.L.S.
No. [illegible] Mississippi

CLIENT

4/J I LP

STARKVILLE, MISSISSIPPI

Pepper Surveying and Mapping, LLC

BEARING BASIS: FOUND MONUMENTS
SWORN CREW MEMBER(S):
PAJE OWENS & JASON PEPPER
SCALE: 1" = 30'
CLASS OF SURVEY: "B"
FIELD DATA COLLECTED: 08/28/2018
DRAWING COMPLETED: 10/30/2018
ALL PINS SET ARE 0.5" DIA. BY 18" LONG REBAR

SEC. 3, T 18 N, R 14 E
REVISION NUMBER: 0
PROJECT NUMBER: 18-178-B
CONVERGENCE: N/A
FILE NAME: 18-178-B
DRAWN BY: PBO
ONE CALL TICKET: N/A
SHEET: 1 of 1

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JAX CORNER SUBDIVION

STARKVILLE, MISSISSIPPI

www.pepper-surveying.com

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: June 2, 2020
PAGE: 1 of 3

SUBJECT: Consideration of extending the Proclamation of a Local Emergency in response to the COVID-19 pandemic for the purposes of the protection of the health, safety and welfare of the City of Starkville and her residents.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: This continuing proclamation allows the City to continue to be reimbursed for the expenses related to the emergency nature of the pandemic as we continue to respond to the needs of the community through our police power and use of city resources in response on a daily basis.

AUTHORIZATION HISTORY: This proclamation was passed on March 17 and has been extended every 30 days in response to the ongoing need for city resources to react to the needs of the community in relation to the virus and its continued impact through Governor's executive orders and otherwise.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Lesa Hardin

SUGGESTED MOTION:

Move approval of extending the proclamation of an emergency in the City of Starkville in response to the ongoing threat of the COVID-19 virus and the Governor's executive orders.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen do hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: ________________ ____
Mayor, D. Lynn Spruill

ATTEST: ____
City Clerk, Lesa Hardin

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen did find that conditions of extreme peril to the safety of persons and property arose within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the continuation of the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency continues to exist throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: June 2, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: June 2, 2020

SUBJECT: Consideration of rescinding the Sixth Resolution of the Mayor and Board of Aldermen of the City of Starkville, MS, for the control of contagious and infectious diseases and for the protection of public health and welfare and for related purposes.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY: This Resolution was passed May 9, 2020.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of rescinding the Sixth Resolution of the Mayor and Board of Aldermen of the City of Starkville, MS, for the control of contagious and infectious diseases and for the protection of public health and welfare and for related purposes.

SIXTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, the worldwide outbreak of COVID-19, and the effects of its extreme risk of person-to-person transmission throughout the United States, Mississippi, and the City of Starkville, impact the life and health of Starkville's citizens, as well as the economy of Starkville; and

WHEREAS, the risk of spread of COVID-19 within Starkville continues to constitute a public emergency that may result in substantial injury or harm to life and health in Starkville; and

WHEREAS, the Centers for Disease Control (CDC) guidance for responding to COVID-19 recommends avoiding crowds as much as possible, especially for older adults and individuals with serious chronic medical conditions and Mississippi State Department of Health has recommended avoiding social gatherings where 10 people or more may come into close contact; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of May 8, 2020, there were at least 9,090 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19, which have resulted in at least 409 deaths, and additional positive tests are anticipated; and

WHEREAS, as of May 8, 2020, there were at least 73 presumptive and confirmed cases in Oktibbeha County that have tested positive for COVID-19, which have resulted in at least four deaths, and additional positive tests are anticipated; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, called upon Americans to slow the spread of COVID-19 over a 15 day period, which was subsequently extended, by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, on March 23, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463, as supplemented on March 26, 2020, which limited social gatherings, limited operations of restaurants, bars, and other dining establishments to essential services, and limited attendance at hospitals, nursing homes and retirement or long-term care facilities until April 17, 2020. It further established statewide continuity of operations of critical infrastructure that ensured Essential Businesses or Operations, including those identified in the Executive Order as Supplemented and in the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA)'s March 19, 2020, "Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response," be able to operate at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, on April 1, 2020, Governor Reeves issued Executive Order 1466 implementing a statewide "Shelter In Place" order, requiring, among other things, non-essential businesses to cease operations, closing public and private recreational facilities, restricting travel only for Essential Activities and Essential Travel as defined in the Order, and empowering local authorities to enforce the terms of the Order; and

WHEREAS, on April 17, 2020, Governor Reeves issued Executive Order 1473, which, among other things, extended the statewide "Shelter in Place" order through 8:00a.m. on April 27, 2020, amended the definition of Minimum Operations for Non-essential Businesses to allow drive-thru, curbside, and/or delivery of retail services, amended the definition of

Prohibited Activities to allow beaches, state parks, state lakes, and reservoirs to re-open with certain restrictions, and amended the definition of Essential Activities to permit recreational boating, fishing, and use of beaches with certain restrictions; and

WHEREAS, on April 24, 2020, Governor Reeves issued Executive Order 1477 implementing a statewide "Safer at Home" order, expanding the definition of Essential Activities to include operation of a business and performance of job duties, expanding the definition of Essential Travel to include travel to and from work, stating that all businesses and non-profit entities may remain open or reopen subject to limitations, and expanding the definition of Healthcare Activities to include non-emergent elective medical and dental procedures and surgeries, among other things; and

WHEREAS, on May 4, 2020, Governor Reeves issued Executive Order 1478, amending the Safer at Home order to allow in-house dining at restaurants and bars, subject to limitations, and to allow the use of parks and outdoor recreational activities, subject to limitations; and

WHEREAS, on May 8, 2020, Governor Reeves issued Executive Order 1480, extending the Safer at Home order through May 25, 2020, but allowing the reopening of salons, barber shops, and other personal care and personal grooming facilities, and fitness and exercise gyms, subject to certain limitations; and

WHEREAS, nothing in the Governor’s Executive Orders limits or alters the City of Starkville from adopting orders, rules, regulations, resolutions, and actions that are more strict than the Governor’s Executive Orders provided that they do not impose restrictions that prevent any Essential Business Operations as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, despite significant measures and recommendations, COVID-19 continues to remain a serious threat to Starkville that significantly impacts the life and health of Starkville residents, as well as the economy of Starkville; and

WHEREAS, it is necessary to take actions consistent with the Governor’s Orders to protect the health, safety and welfare of Starkville residents in response to this COVID-19 State of Emergency; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, Sections 45-17-3 and 33-15-17(d) of the Mississippi Code allows the City to proclaim local civil emergencies if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to persons to such an extent that additional measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville; and

WHEREAS, Miss. Code. Ann. §§ 45-17-5 and 33-15-17(d) allows the City of Starkville to order a general curfew as deemed necessary in the interest of the public health, safety and welfare of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville after declaration of civil emergency and in the interest of the public safety and welfare to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce the same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation to protect the health and lives and to enhance the general welfare of the community by restricting such movements of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City of Starkville hereby adopts the findings and regulations set forth in

Executive Order 1480, as signed by Governor Tate Reeves on May 8, 2020. The City fully adopts the broad intent of that Order, including the reopening with restrictions of salons, barber shops, personal care and personal grooming facilities, and fitness and exercise gyms.

Section 2: Consistent with Executive Order 1478 Section I(b), the City of Starkville's parks shall open to the public at 8:00a.m. on May 14, 2020. Daily hours of operation shall be from 8:00a.m. to 8:00p.m. Participants shall maintain a minimum of six feet distance between individuals and limit group gatherings/activities to a maximum of 10 individuals for any indoor space open to the public and a maximum of 20 individuals outdoors. Participants are also encouraged to follow the guidelines for Visiting Parks and Recreational Facilities promulgated by the Centers for Disease Control and Prevention relating to Coronavirus Disease (COVID-19). The City of Starkville's swimming pool and the Travis Outlaw Center shall remain closed to the public until further action of the Board of Aldermen.

Section 3: All businesses, agencies and units of government located within the City of Starkville shall continue to take all reasonable measures to ensure that such businesses comply with the CDC and the Mississippi Department of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: mandating social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially COVID-19.

Section 4: While still being strongly encouraged to do so, it shall no longer be required that businesses open to the public compel their employees or customers to wear face coverings; provided, however, face coverings shall still be required for employees of restaurants and bars providing in-house dining pursuant to the Governor's Executive Order No. 1478(I)(a)(vi), for employees and customers of salons, barber shops, personal care and personal grooming facilities pursuant to Executive Order No. 1480(I)(a)(vii) & (ix), and for employees of fitness and exercise gyms pursuant to Executive Order No. 1480(I)(b)(viii).

Section 5: A general curfew remains in effect in the City limits of Starkville from 10:00 p.m. until 5:00 a.m. except for any travel or activities allowed by the Governor's Executive Orders related to Covid-19. This curfew runs through 5a.m. on May 19, 2020. The time period will allow for a coordinated effort between Starkville, Oktibbeha County, and other communities in the Golden Triangle to wind down the curfew periods.

Section 6: The City may issue such other orders as are necessary for the protection of life and liberty.

Section 7: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Starkville, Mississippi **–** General Provisions, which the City of Starkville adopted on or about March 20, 2020.

Alderman Carver moved for adoption of the Resolution, which motion was seconded by Alderman Vaughn, said Resolution having been introduced in writing at a specially called meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on May 9, 2020, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

Alderman Ben Carver voted:	Aye
Alderman Sandra Sistrunk voted:	Aye
Alderman David Little voted:	Absent
Alderman Jason Walker voted:	Aye
Alderman Hamp Beatty voted:	Nay
Alderman Roy A.' Perkins voted:	Aye
Alderman Henry Vaughn voted:	Aye

____
D. Lynn Spruill
Mayor of the City of Starkville, Mississippi

____
Attest: Lesa Hardin
City Clerk, City of Starkville, Mississippi

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT:
AGENDA DATE: 6-2-20
PAGE: 1

SUBJECT: Consideration of an agreement with Global Payments Integrated / Open Edge for credit card processing by the City of Starkville.

AMOUNT & SOURCE OF FUNDING: any costs will be passed to the card holder

HISTORY:

The current credit card system, Authorize.Net, will no longer be supported by Tyler Technology after July 1.
Negotiations on the Global Payments / Open Edge agreement have been ongoing by City Attorney Latimer for several months. An online and in office credit card processor needs to be in place by July 1 for all City offices in order to take credit card payments.

REQUESTING DEPARTMENTS: Office of Information Technology and the Office of the City Clerk

FOR MORE INFORMATION CONTACT: City Attorney Chris Latimer

SUGGESTED MOTION:

Merchant Application

Business Information

Merchant's DBA Name/Outlet Name: City Clerk's Office	Merchant's Legal Name: City of Starkville
Physical Street Address (No P.O. Box): 110 W Main Street	Legal Address: 110 W Main Street
City, State, Zip: Starkville, MS 39759	City, State, Zip: Starkville, MS 39759
DBA Phone: (662) 323-2525 / Fax: (662) 323-4961	Corp. Phone: (662) 323-2525 / Fax: (662) 323-4961
Contact Name at this Address: Jameika Smith	Contact Name at this Address: Jameika Smith
E-Mail: ja.smith@cityofstarkville.org	E-Mail: ja.smith@cityofstarkville.org
Customer Service Phone # (Required for MOTO and Internet merchants only):	

Website Address (Required for Internet merchants):

Merchant Profile

Ticker Symbol:

Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10) ☑ Government/Municipality

Type of Goods or Services Sold: bus. licenses

SIC Code: 9399

Years in business under current ownership: 100

Federal Tax ID#: 6 | 4 | 6 | 0 | 0 | 1 | 0 | 8 | 2

Amex/Visa/MasterCard/Discover Information

Market Type:
☑ Retail ☐ Supermarket
☐ Restaurant ☐ Emerging Market
☐ Lodging ☐ Public Sector
☐ MO/TO ☐ Auto Rental
☐ P-card ☐ Cash Advance
☐ E-commerce ☐ Other

Sales Profile (Must equal 100%)	
Card Swiped	95 %
Manual Keyed with imprint	0 %
Mail Order/Telephone	5 %
Internet	0 %
Total	100%

Do you currently accept Amex/Visa/MasterCard/Discover? ☑ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☑ No

How long does customer wait before product is received? ____________ % of sales in this category ____________

% cost that is prepayment? ____________ Duration of extended service or benefit (in weeks) ____________

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☑ No

Annual Amex/Visa/MC/Discover Sales: $6,050 Average Ticket: $55 Total Amex/Visa/MC/Discover Sales (multiple locations only): $6,050

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 Merchant 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 Merchant 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 Merchant 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.

Merchant's Signature:	Name (printed):	Title:	Date
X	Lesa Hardin	CFO	⇦ #1

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.

Merchant Initials: ____________ ⇦ #2

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☑ VISA Credit	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑ VISA Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑ VISA Check	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑ MasterCard Credit	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑ MasterCard Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑ Debit MasterCard	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑ Discover Credit	☑	☐	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑ Discover Bus. Card	☑	☐	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑ Discover Check	☑	☐		0.0000 %	$ 0.0000	$ 0.0000
☑ PayPal Credit (card present)	☑	☐	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑ Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	$ 0.1500	$
☑ Debit (other than Visa or MC)	☑	☐		%	$ 0.0000	$
☐ EBT	☐	☐		%	$	$
☑ American Express	☐	☐		0.0000 %	$ 0.0000	$ 0.0000
☑ American Express Prepaid	☐	☐		0.0000 %	$ 0.0000	$ 0.0000

Merchant FNS# ____ Cash Benefits: ☐ YES ☐ NO Daily Discount: ☐ YES ☑ NO

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

Surcharges: ☑ Tiered ☐ Pass-Through Plus ☐ 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 *)

$	Non-Refundable Application Fee *	$	Virtual Site Survey Fee *	$ 0.00	Chargeback Fee *
$ 0.00	Membership Fee	$ 0.00	Retrieval Fee *	$	Monthly Debit Card Membership Fee
$ 0.00	Monthly Regulatory Compliance Fee	$ 0.00	Minimum Monthly Discount	$	Global Transport VT (Recurring Billing) Setup Fee *
$	Annual Association Technology Fee	$ 0.00	Voice AVS Fee *		
$	Global Access @dvantage Monthly Fee	$ 0.00	PCI ASSURE Monthly Fee	$	Global Transport VT (Recurring Billing) Monthly Fee
$ 0.00	Voice Authorization Fee *	$ 0.00	PCI ASSURE Non-Compliance Fee (monthly)		
$ 0.00	Batch/ACH Fee *			$	Global Transport VT (Recurring Billing) Transaction Fee *
$ 15.00	Non-Sufficient Fund *	$	Data Monitoring Fee *		
$ 0.00	Account Maintenance Fee	$	Other: ______		
$	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 Data Integrity *
0.0000%	GP Fee - DISC Intl Processing *	$ 0.0000	GP Fee - MC CVC2 *
0.0000%	GP Fee - DISC Intl Service *	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 - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *

Merchant Initials: ______ ⇦ #3

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 concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit 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** ⇦ **#4** — **Name (printed):** Lesa Hardin

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:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Lesa Hardin	CFO	0 %	09/09/1999	9 9 9 9 9 9 9 9 9	(662) 323-2525

Home Address:	City:	State:	Zip Code:	Years There:
110 W Main Street	Starkville	MS	39759	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	0 6 2 2 0 6 2 9 5	13611942	☑	☑	☑	☑	☑	☑
Bank 2			☐	☐	☐	☐	☐	☐
Bank 3			☐	☐	☐	☐	☐	☐
Bank 4			☐	☐	☐	☐	☐	☐

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 Name: ____________ Representative Signature: X____________ Date: ________

Sales Rep Name:	Sales Rep Code:	Sales Phone Number:	Sales Email Address:
	6329		

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

Merchant Initials: ____________ ⇦ #5

American Express ESA Program

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	Lesa Hardin	CFO	

Hardware

Process Method: ☑ EDC ☐ Touchtone ☐ Paper
Platform: ☑ East ☐ Central ☐ Other ______
Imprinter: ☑ Own ☐ Purchase
Purchase Price per Unit: $______
Purchase Quantity - Standard: ______
Purchase Quantity - Handheld: ______
Total Regular Plates Needed: 1
Total Amex Plates Needed: 1
Total Plastic Cards Needed: 1
Global to schedule download? ☑ Yes ☐ No
Global to train? ☑ Yes ☐ No
☑ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Qty	Hardware Device	Rental/Purchase	Unit Price
1	PIN Pad - Ingenico - iSC480	Rental	$ 0.00

* Indicates Unit Price is recurring

See attached Equipment Rental Agreement (Addendum A) which is incorporated into this agreement and has additional terms and conditions specific to equipment rentals.

Terminal Type: ______
Pinpad Type: ______
Printer Type: ______
Check Reader: ______
Terminal Application / PC Software Type: ______

Number of TIDS: 1
Product: X-Charge
Third Party Settlement
Term type: XC2
☐ Terminal ☑ Host
Global PC Software: ☐ Own ☐ Purchase
If purchase, price $______
\# of payments: ______

Special Instructions:

N (M)

Merchant Initials: ______ ⇦ #6

Cardholder Data Storage Compliance & 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	YES ✓ NO ___ N/A ___
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ___ NO ✓ N/A ___
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ___ NO ✓ N/A ___
The signing merchant listed below has experienced an account data compromise.	YES ___ NO ✓ 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.	YES ___ NO ✓ N/A ___ (I have never accepted payment cards.)
Merchant utilizes an EMV enabled terminal	YES ___ NO ✓ 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, 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 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: X	**Name (printed):** Lesa Hardin	**Title:** CFO	**Date:**	⇦ #7
Merchant's Signature - Owner/Officer Name 2: X	**Name (printed):**	**Title:**	**Date:**	
Merchant's Signature - Owner/Officer Name 3: X	**Name (printed):**	**Title:**	**Date:**	
Merchant's Signature - Owner/Officer Name 4: X	**Name (printed):**	**Title:**	**Date:**	
Signing for Global Payments Direct, Inc.: X	**Name (printed):**	**Title:**	**Date:**	
Signing for Member: X	**Name (printed):**	**Name of Member (printed):**	**Date:**	

Merchant Initials: ____ ⇦ #8

CARD SERVICES TERMS & CONDITIONS

PLEASE READ SECTION 17 (“DISPUTE RESOLUTION”) CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

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.

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 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 Union Pay, 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 Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

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"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. 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.

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.

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.

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").

Provisions regarding debit card services are set forth in Section 27 below.

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.

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.

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. 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.

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 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).

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 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 or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). 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, arbitration fees, fines, penalties, etc. charged or assessed by 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.

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); 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.

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). In the event the 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 in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative.

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 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 sixty (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 sixty (60) days.

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.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates 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 sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) 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 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.

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 none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (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 Payment Card Industry (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. In the event 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 a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

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.

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 IN CONNECTION THEREWITH, OR ANY OF THE SERVICES 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. 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 Agreement, including the foregoing indemnities, 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 OF 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 ONE (1) MONTH'S 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 TWELVE (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 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 SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (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.

13. TERM AND TERMINATION.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

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 in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that 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 thirty (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 thirty (30) day period unless notification is withdrawn.

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. In the event of termination, 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.

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; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depositary or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, 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 and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor 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.

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 (5%) 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 (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

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 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) 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) and Merchant's guarantor's 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 are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, 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 – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

17.1 **MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS).** ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. **ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than $250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMs default arbitration rules shall apply). For claims equal to or less than $250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are $10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed $10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

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").

17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.

17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE 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 AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

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 or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of 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, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors 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, in the event 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.

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.

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 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that 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 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

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 ninety (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.

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein 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 accordance with this Agreement.

30. 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.

31. 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.

32. AMERICAN EXPRESS CARD ACCEPTANCE.

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.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 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 32, "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.

Merchant hereby agrees that, in the event that 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 32 means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express charge volume in any three (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.

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.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (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.

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.

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.

33. ELECTRONIC SIGNATURES.

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 (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) 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.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) 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.

34. SURCHARGES/OTHER FEES.

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 below, 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.

The items listed in this Section 34 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.

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

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.

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.

Merchant will also be assessed a Discover Network Authorization Fee.

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.

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.

SURCHARGES 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 (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) 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.

ADDENDUM A

1. Equipment Selection and Rental Term. This addendum to the Card Services Agreement (the “Agreement”) to which it is attached governs the rental (the “Rental”) of any point of sale equipment (“Equipment”) by You under the Agreement, as indicated on the application pages or any subsequent order form (the “Application”). The initial term (“Initial Term”) shall be set forth on the Application. After expiration of the Initial Term, the Rental shall be automatically extended for successive one (1) month periods (each a “Renewal”) on the same terms and conditions expressed herein, or as may be amended, unless you give written notice of termination at least ten (10) days prior to the expiration of the Initial Term or any Renewals.

2. Fees and Charges. Each item of Equipment selected by you, as well as its respective monthly rental charge and current replacement cost, are set forth on the Application. After the Initial Term, OpenEdge may increase rental charges at any time upon sixty (60) days written notice. You authorize OpenEdge to debit your merchant bank account, for all charges incurred by you under the Agreement, including any charges incurred by OpenEdge on your behalf, for the Equipment provided for in this Agreement. If your account contains insufficient funds to accommodate such debit, you authorize OpenEdge to charge your account a one and one-half percent (1½%) per month service charge on all amounts that are not paid on the due date. You will be sent a statement indicating the amount debited to your account. In the event that any amount due hereunder is not timely paid as provided herein, OpenEdge may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate the Rental if you do not effect payment in full within ten (10) days of OpenEdge’s written demand therefor. You agree to reimburse OpenEdge for all costs and expenses, including reasonable attorneys’ fees, incurred by OpenEdge in enforcing collection of any monies due it under the Agreement. You shall reimburse OpenEdge for (or pay directly if instructed by OpenEdge) all charges and taxes that may now or hereafter be imposed or levied upon the rental, possession or use of the Equipment, excluding all taxes on or measured by OpenEdge’s net income.

3. Title and Loss. Any rented Equipment is OpenEdge’s property and will not become your property. Notwithstanding any attachment, such Equipment will remain personal property and not become a fixture. You will protect such Equipment from loss, theft, damage or any legal encumbrance. Title to rented Equipment, as well as all alterations or repairs made or parts added to such Equipment, shall remain in OpenEdge. You agree to give OpenEdge a security interest in all such Equipment, as applicable. At OpenEdge’s request, you shall execute and deliver, at your expense, any security agreement or other document reasonably required to document or perfect OpenEdge’s security interest in such Equipment. It is understood and agreed that the rights of OpenEdge under such security interest shall be in addition to the rights and/or remedies otherwise available to Global under the terms of this Agreement, and not in limitation thereof. Upon delivery of Equipment, you shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any portion thereof from any cause whatsoever (“Loss or Damage”), whether or not covered by insurance. No Loss or Damage shall relieve you from your obligations hereunder. OpenEdge shall provide you with operating instructions that will instruct you in the proper use of the Equipment, and you shall install, use and operate the Equipment only in such manner and in accordance with card association requirements. You are responsible for providing all necessary connections and other facilities and for paying all expenses of installing and operating the Equipment. You shall provide the Equipment with a suitable secure space and power for its proper operation. You shall provide all necessary infrastructure, including without limitation, power outlets, grounding and anti-static environments required for the safe and efficient operation of the Equipment in accordance with the specifications of OpenEdge and any other applicable specifications or regulations. You shall not move the Equipment, attach any devices, change your method of telecommunication (including but not limited to using Voice over IP (VoIP) technology) or install any software without OpenEdge’s prior written consent. With respect to any item of Equipment rented to you by OpenEdge, you will not be liable for normal wear and tear, provided, however, that you will be liable to OpenEdge in the event that any rented item of Equipment is lost, destroyed, stolen or rendered inoperative. You will indemnify OpenEdge against any loss arising out of, damage to or destruction of any item of Equipment for any cause whatsoever and for any costs, expenses, and judgments OpenEdge may suffer, including reasonable attorneys’ fees, arising from the use of the Equipment. The cryptographic keys loaded into the PIN Pad(s) by OpenEdge are used to encode and authenticate information. They are provided by OpenEdge in connection with meeting Card Association obligations and are the property of an authorized Card Association member and are not to be altered by You on any Equipment.

4. Software. You acknowledge that the Equipment provided hereunder is embedded with proprietary technology (“Software”). Furthermore, the term “Software” includes any programs, applications or proprietary technology that is otherwise provided or made available to you under this Agreement, independent of Equipment. At all times, OpenEdge or its suppliers retain all rights to such Software, including, but not limited to updates, enhancements and additions. All material and information made available by OpenEdge, including but not limited to the Equipment and Software, shall be protected by you as confidential and proprietary information of OpenEdge and/or its suppliers, and your use thereof shall be limited to that expressly authorized by OpenEdge. You shall not disclose OpenEdge’s confidential or proprietary information to any third party unless such disclosure is authorized in advance in writing by OpenEdge. Nothing in this Agreement contemplates, constitutes or creates a transfer or license of any intellectual property to you. You shall not obtain title, copyrights, or any other proprietary right to any Software. You shall not commit any act or assist anyone else to commit any act to copy, modify, alter, translate, attempt to change, reprogram, decompile, emulate, reverse engineer or tamper with the Software in any way, or commit any act or assist anyone else to commit any act that otherwise rearranges the Equipment or the Software. You shall not create or attempt to create any derivative work based on the Software or assist anyone else in doing so. You shall not sell, license, sublicense, or convey any rented Equipment to a third party without the prior written consent of OpenEdge. OpenEdge’s suppliers of Equipment and/or Software are third party beneficiaries of the Agreement with the right to rely on and directly enforce the terms of this Agreement against you to protect their ownership rights. You are liable to OpenEdge and/or to such third party beneficiaries for any transferee’s conduct with regard to the Software. You will indemnify OpenEdge for any costs, expenses and judgments OpenEdge may suffer, including reasonable attorneys’ fees, arising from your breach of this Section 5 or otherwise arising out of use of the Software.

5. Maintenance. You will promptly notify OpenEdge of any Equipment malfunction, failure or other incident resulting in the loss of use of the Equipment or need for repair or maintenance, whereupon OpenEdge will make the necessary arrangements to obtain required maintenance. You may be responsible for shipping cost. You shall cooperate with OpenEdge in its attempt to diagnose any problem with the terminal. In the event your terminal requires additional software, you are obligated to cooperate and participate in downloading and installing such software. Maintenance service provided under this Agreement may include replacing an item of Equipment or a component thereof, if OpenEdge determines in its sole discretion that the need for replacement arose from ordinary wear and tear, and that such replacement is necessary for the Equipment to function in accordance with its written specifications. Replaced items of Equipment and/or components thereof are OpenEdge’s property; you are required to ship them to OpenEdge within thirty (30) days of their replacement, and they will not be returned to you. Maintenance service provided under this Agreement is available only for Equipment that has been handled and operated appropriately, and does not include services arising out of the negligence or misconduct by you, your employees, agents, customers or contractors or your failure to comply with any and all instructions and specifications provided by OpenEdge or the manufacturer of the Equipment; if any such replaced Equipment is determined by OpenEdge to be unrepairable, or if you have failed to ship any replaced Equipment to OpenEdge within thirty (30) days of its replacement, OpenEdge shall have the right to debit your account for the then current replacement cost of such Equipment.

6. Access to Premises. You will allow OpenEdge and its designated representatives physical and electronic access to the Equipment upon request, including permitting prompt and safe access to your premises when required for the purpose of performing OpenEdge's obligations and/or for the inspection, repair, removal, modification, installation, replacement, disconnection and/or relocation of the Equipment.

7. Warranties and Representations. Neither OpenEdge nor its suppliers make 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, the software residing therein or any of the services furnished hereunder. If there are problems with the Equipment, OpenEdge may give notice to you to immediately cease using the Equipment; your failure to comply with any such instructions from OpenEdge could result in your incurring losses, for which OpenEdge shall have no liability to you whatsoever.

8. Limitation of Liability. OpenEdge shall not be liable for failure to provide the Equipment if such failure is due to any cause or condition beyond OpenEdge's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, or other similar causes beyond OpenEdge's control. OpenEdge's suppliers disclaim all liabilities under this Agreement. The liability of OpenEdge, if any, for any loss hereunder, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, personal injury, property damage, or cause of action under contract, negligence, tort, statute, warranty, or infringement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one (1) month's average charge paid hereunder by you for the rented Equipment during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of this Agreement. The foregoing represents the sole extent of OpenEdge's liability in the event of any alleged default by OpenEdge under this 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 OpenEdge, and the foregoing shall constitute your exclusive remedy. OpenEdge shall have no liability whatsoever arising from use of the Equipment in connection with software or services not authorized by OpenEdge. Under no circumstances shall OpenEdge be liable for any loss of anticipated profits, lost interest, or for special, consequential, punitive or exemplary damages, even if OpenEdge has been advised of the possibility of such damages. In no event shall OpenEdge be liable for any claim, loss, billing error, damage, or expense caused by OpenEdge's performance or failure to perform hereunder which is not reported in writing to OpenEdge by you within thirty (30) days of such failure to perform, or in the event of a billing error, within sixty (60) days of the invoice or applicable statement. Neither party may institute any action in any form arising out of or in connection with this Agreement more than two (2) years after the cause of action has arisen, or in the case of non-payment, more than two (2) years from the date of last payment or promise to pay, except that this limitation shall not apply to an action for non-payment of taxes.

9. Termination. You may terminate a Rental by notifying OpenEdge in writing of your intent to terminate, subject to a $50 re-stocking fee. In the event that you terminate this Agreement in breach of this Section 10, all monthly fees assessed to you and payable to OpenEdge under this Agreement for the remainder of the then-current Initial Term or Renewal shall be immediately due and payable to OpenEdge, and you hereby authorize OpenEdge to accelerate the payment of all such monthly fees and to deduct the total amount from your merchant bank account identified above. If such account does not contain sufficient funds for the debit, you shall pay OpenEdge the amount due within ten (10) days of the date of OpenEdge's invoice for same. The payment of accelerated monthly fees as described herein is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate OpenEdge for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amounts shall not be in lieu of but in addition to any payment obligations otherwise incurred by you under this Agreement, which shall be an additional cost, and any and all other damages to which OpenEdge may be entitled hereunder. If you default under a Rental, or any other agreement between you and an affiliate of OpenEdge, and such default continues for ten (10) days after OpenEdge's written notice, OpenEdge may terminate this Agreement, declare the entire amount of the unpaid balance and any other charges to be immediately due and payable and exercise any other remedy existing at law or in equity, including the right to enter upon your premises without notice and repossess any Equipment not owned by you. If you default, OpenEdge may require you, at your expense, to return such Equipment to OpenEdge in the same condition as when delivered to you hereunder, ordinary wear and tear resulting from proper use alone excepted, free and clear of all liens, encumbrances or rights of others whatsoever. You are responsible for return shipping costs if you terminate for any reason other than a breach of the Agreement by OpenEdge, and agree to contact OpenEdge for instructions regarding return of the Equipment and to promptly comply therewith. In the event that OpenEdge breaches the terms and conditions hereof, you may, at your option, give written notice of your intention to terminate the Rental unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make the Rental terminable, at your option, at the end of such thirty (30) day period unless notification is withdrawn. If you have failed to ship any Equipment to OpenEdge within thirty (30) days of termination of this Agreement, OpenEdge shall have the right to debit your account for the full then-current replacement cost of such Equipment. Software license rights provided under this Agreement through a third party may be suspended, modified or terminated in whole or in part at any time without liability to you.

10. Survival. All terms of this Addendum shall survive expiration or termination of the Agreement to the extent necessary to fulfill the purposes of this Addendum.

Merchant Application

Business Information

Merchant's DBA Name/Outlet Name: Online Court	Merchant's Legal Name: City of Starkville
Physical Street Address (No P.O. Box): 110 W Main Street	Legal Address: 110 W Main Street
City, State, Zip: Starkville, MS 39759	City, State, Zip: Starkville, MS 39759
DBA Phone: (662) 323-2525 / Fax: (662) 323-4961	Corp. Phone: (662) 323-2525 / Fax: (662) 323-4961
Contact Name at this Address: Jameika Smith	Contact Name at this Address: Jameika Smith
E-Mail: ja.smith@cityofstarkville.org	E-Mail: ja.smith@cityofstarkville.org
Customer Service Phone # (Required for MOTO and Internet merchants only): (662) 323-2525	
Website Address (Required for Internet merchants): www.cityofstarkville.org	

Merchant Profile

Ticker Symbol:

Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10) ☑ Government/Municipality

Type of Goods or Services Sold: court fines, fees

SIC Code: 9399

Years in business under current ownership: 100

Federal Tax ID#: 6 | 4 | 6 | 0 | 0 | 1 | 0 | 8 | 2

Amex/Visa/MasterCard/Discover Information

Market Type:
☐ Retail ☐ Supermarket
☐ Restaurant ☐ Emerging Market
☐ Lodging ☐ Public Sector
☐ MO/TO ☐ Auto Rental
☐ P-card ☐ Cash Advance
☑ E-commerce ☐ Other

Sales Profile (Must equal 100%)	
Card Swiped	0 %
Manual Keyed with imprint	0 %
Mail Order/Telephone	0 %
Internet	100 %
Total	100%

Do you currently accept Amex/Visa/MasterCard/Discover? ☑ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☑ No

How long does customer wait before product is received? ____________ % of sales in this category ____________

% cost that is prepayment? ____________ Duration of extended service or benefit (in weeks) ____________

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☑ No

Annual Amex/Visa/MC/Discover Sales: $198,000 Average Ticket: $180 Total Amex/Visa/MC/Discover Sales (multiple locations only): $198,000

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 Merchant 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 Merchant 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 Merchant 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.

Merchant's Signature:	Name (printed):	Title:	Date
X	Lesa Hardin	CFO	

⇦ #1

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.

Merchant Initials: ____________ ⇦ #2

Rev. 10-18-GP-WF-OE-MUA

Credit/Debit Card Services and Fee Schedule*

Plan Type		New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☑	VISA Credit	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑	VISA Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑	VISA Check	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑	MasterCard Credit	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑	MasterCard Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑	Debit MasterCard	☑	N/A	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑	Discover Credit	☑	☐	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑	Discover Bus. Card	☑	☐	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑	Discover Check	☑	☐		0.0000 %	$ 0.0000	$ 0.0000
☑	PayPal Credit (card present)	☑	☐	N/A	0.0000 %	$ 0.0000	$ 0.0000
☑	Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	$ 0.1500	$
☑	Debit (other than Visa or MC)	☑	☐		%	$ 0.0000	$
☐	EBT	☐	☐		%	$	$
☑	American Express	☐	☐		0.0000 %	$ 0.0000	$ 0.0000
☑	American Express Prepaid	☐	☐		0.0000 %	$ 0.0000	$ 0.0000

Merchant FNS# _____ Cash Benefits: ☐ YES ☐ NO Daily Discount: ☐ YES ☑ NO

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

Surcharges: ☑ Tiered ☐ Pass-Through Plus ☐ 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 *)

$	Non-Refundable Application Fee *	$	Virtual Site Survey Fee *	$ 0.00	Chargeback Fee *
$ 0.00	Membership Fee	$ 0.00	Retrieval Fee *	$	Monthly Debit Card Membership Fee
$ 0.00	Monthly Regulatory Compliance Fee	$ 0.00	Minimum Monthly Discount	$	Global Transport VT (Recurring Billing)
$	Annual Association Technology Fee	$ 0.00	Voice AVS Fee *		Setup Fee *
$	Global Access @dvantage Monthly Fee	$ 0.00	PCI ASSURE Monthly Fee	$	Global Transport VT (Recurring Billing)
$ 0.00	Voice Authorization Fee *	$ 0.00	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: ______________		
$	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 Data Integrity *
0.0000%	GP Fee - DISC Intl Processing *	$ 0.0000	GP Fee - MC CVC2 *
0.0000%	GP Fee - DISC Intl Service *	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 - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *

Merchant Initials: ____________ ⇦ #3

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 concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit 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** ⇦ **#4** **Name (printed):** Lesa Hardin

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:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Lesa Hardin	CFO	0 %	09/09/1999	9 9 9 9 9 9 9 9 9	(662) 323-2525

Home Address:	City:	State:	Zip Code:	Years There:
110 W Main Street	Starkville	MS	39759	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	0 6 2 2 0 6 2 9 5	13611942	☑	☑	☑	☑	☑	☑
Bank 2			☐	☐	☐	☐	☐	☐
Bank 3			☐	☐	☐	☐	☐	☐
Bank 4			☐	☐	☐	☐	☐	☐

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 Name: ________________ Representative Signature: X________________ Date: __________

Sales Rep Name:	Sales Rep Code:	Sales Phone Number:	Sales Email Address:
	6329		

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

Merchant Initials: ________ ⇦ #5

American Express ESA Program

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	Lesa Hardin	CFO	

Hardware

Process Method: ☑ EDC ☐ Touchtone ☐ Paper

Platform: ☑ East ☐ Central ☐ Other ______

Imprinter: ☑ Own ☐ Purchase

Purchase Price per Unit: $ ______

Purchase Quantity - Standard: ______

Purchase Quantity - Handheld: ______

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☑ Yes ☐ No

Global to train? ☑ Yes ☐ No

☑ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Qty	Hardware Device	Rental/Purchase	Unit Price

Terminal Type: ______

Pinpad Type: ______

Printer Type: ______

Check Reader: ______

Terminal Application / PC Software Type: ______

Number of TIDS: 1

Product: X-Charge

Third Party Settlement

Term type: XC2

☐ Terminal ☑ Host

Global PC Software: ☐ Own ☐ Purchase

If purchase, price $ ______

\# of payments: ______

Special Instructions:

N (M)

Merchant Initials: ______ ⇦ #6

Cardholder Data Storage Compliance & 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	YES ✓ NO __ N/A __
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES __ NO ✓ N/A __
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES __ NO ✓ N/A __
The signing merchant listed below has experienced an account data compromise.	YES __ NO ✓ 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.	YES __ NO ✓ N/A __ (I have never accepted payment cards.)
Merchant utilizes an EMV enabled terminal	YES __ NO ✓ 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, 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 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: X	**Name (printed):** Lesa Hardin	**Title:** CFO	**Date:**	⇦ **#7**
Merchant's Signature - Owner/Officer Name 2: X	**Name (printed):**	**Title:**	**Date:**	
Merchant's Signature - Owner/Officer Name 3: X	**Name (printed):**	**Title:**	**Date:**	
Merchant's Signature - Owner/Officer Name 4: X	**Name (printed):**	**Title:**	**Date:**	
Signing for Global Payments Direct, Inc.: X	**Name (printed):**	**Title:**	**Date:**	
Signing for Member: X	**Name (printed):**	**Name of Member (printed):** **Wells Fargo Bank**	**Date:**	

CARD SERVICES TERMS & CONDITIONS

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

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.

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 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 Union Pay, 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 Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

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"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. 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.

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.

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.

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").

Provisions regarding debit card services are set forth in Section 27 below.

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.

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.

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. 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.

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 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).

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 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 or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). 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, arbitration fees, fines, penalties, etc. charged or assessed by 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.

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); 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.

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). In the event the 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 in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative.

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 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 sixty (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 sixty (60) days.

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.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates 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 sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) 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 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.

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 none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (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 Payment Card Industry (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. In the event 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 a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

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.

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 IN CONNECTION THEREWITH, OR ANY OF THE SERVICES 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. 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 Agreement, including the foregoing indemnities, 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 OF 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 ONE (1) MONTH'S 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 TWELVE (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 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 SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (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.

13. TERM AND TERMINATION.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

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 in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that 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 thirty (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 thirty (30) day period unless notification is withdrawn.

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. In the event of termination, 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.

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; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depositary or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, 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 and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor 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.

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 (5%) 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 (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

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 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) 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) and Merchant's guarantor's 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 are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, 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 – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

17.1 **MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS).** ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. **ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than $250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMs default arbitration rules shall apply). For claims equal to or less than $250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are $10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed $10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

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").

17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.

17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE 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 AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

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 or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of 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, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors 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, in the event 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.

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.

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 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that 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 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

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 ninety (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.

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein 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 accordance with this Agreement.

30. 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.

31. 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.

32. AMERICAN EXPRESS CARD ACCEPTANCE.

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.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 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 32, "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.

Merchant hereby agrees that, in the event that 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 32 means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express charge volume in any three (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.

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.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (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.

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.

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.

33. ELECTRONIC SIGNATURES.

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 (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) 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.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) 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.

34. SURCHARGES/OTHER FEES.

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 below, 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.

The items listed in this Section 34 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.

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

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.

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.

Merchant will also be assessed a Discover Network Authorization Fee.

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.

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.

SURCHARGES 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 (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) 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.

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 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 by 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; and (c) any rights to receive credits or payments under this Card Services Agreement.. 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 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 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.**

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 Mississippi sitting in Oktibbeha County or the United States District Court for said county, 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. **Intentionally Omitted.**

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 30 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. 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, except as expressly provided herein and to the extent permitted by applicable law, 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.

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: June 2, 2020

SUBJECT:

Discussion and consideration of a Special Event request by the City of Starkville to hold the 2020 Fourth of July Event.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is $ 2,720.00 with the funding being associated with the cost of city services from three departments.

Due to COVID-19 and cost savings, the City is proposing a firework-only-event. Although it has not been finalized, this could be a vehicle-only or a sitting-by-vehicle event.

Schedule of Events:

10:00 a.m.	Setup
7:30 p.m.	Start
10:00 p.m.	End
11:00 p.m.	Takedown

Estimated costs of the city services:

Police Department	$ 720.00
Fire Department	$ 300.00
Sanitation Department	$1,700.00
TOTAL	$2,720.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of the 2020 4th of July Event to be held on July 4, 2020 with city services.

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

SPECIAL EVENT APPLICATION

City of Starkville Community Development
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-2525 Fax: (662) 323-4143
e-mail: events@cityofstarkville.org

A completed and signed application along with an event site map are required to process the application. Proof of insurance is required a minimum of 20 days prior to the event.

Event Name: City of Starkville 4th of July Event — Is this a reoccurring event: ■Yes ☐ No

Applicant's Name: Lisa Cox — Mobile Number: (662) 341-0420

Organization Name: City of Starkville Parks & Recreation — Email: lcox@starkvilleparks.com

Organization Address: 405 Lynn Lane, Starkville, MS 39759 — Organization Type ■Non-Profit ☐For Profit

The following shall be attached to the application: 501c3 Certificate ☐Yes ☐No (not applicable), Event Site Map ■Yes ☐No

On-Site Contact: Lisa Cox — Mobile Number: (662) 341-0420

Date and Times of Event (From) July 4, 2020 (DATE) 7:30 PM (TIME) (To) July 4, 2020 (DATE) 10:00 PM (TIME)

Date and Times of Setup and Takedown (From) July 4, 2020 (DATE) 10:00 AM (TIME) (To) July 4, 2020 (DATE) 11:00 PM (TIME)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☐Yes ■No

Type of Event (check all that apply): ☐ Walk/Run ☐ Procession ☐ Concert ☐ Awareness/Rally ☐ Street Closing Event ☐ Sale/Market ■Other please specify: Firework Show

Which of the following City Services will be needed: **Police Department**: ☐Yes ☐No, **Fire Department:** ■Yes ☐ No

Sanitation Department: ☐Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpsters,

Parks and Rec: ■ Personnel ■ Facilities, **Utility Department:** ☐ Electrical Service ☐ Banners ☐ Wastewater Disposal

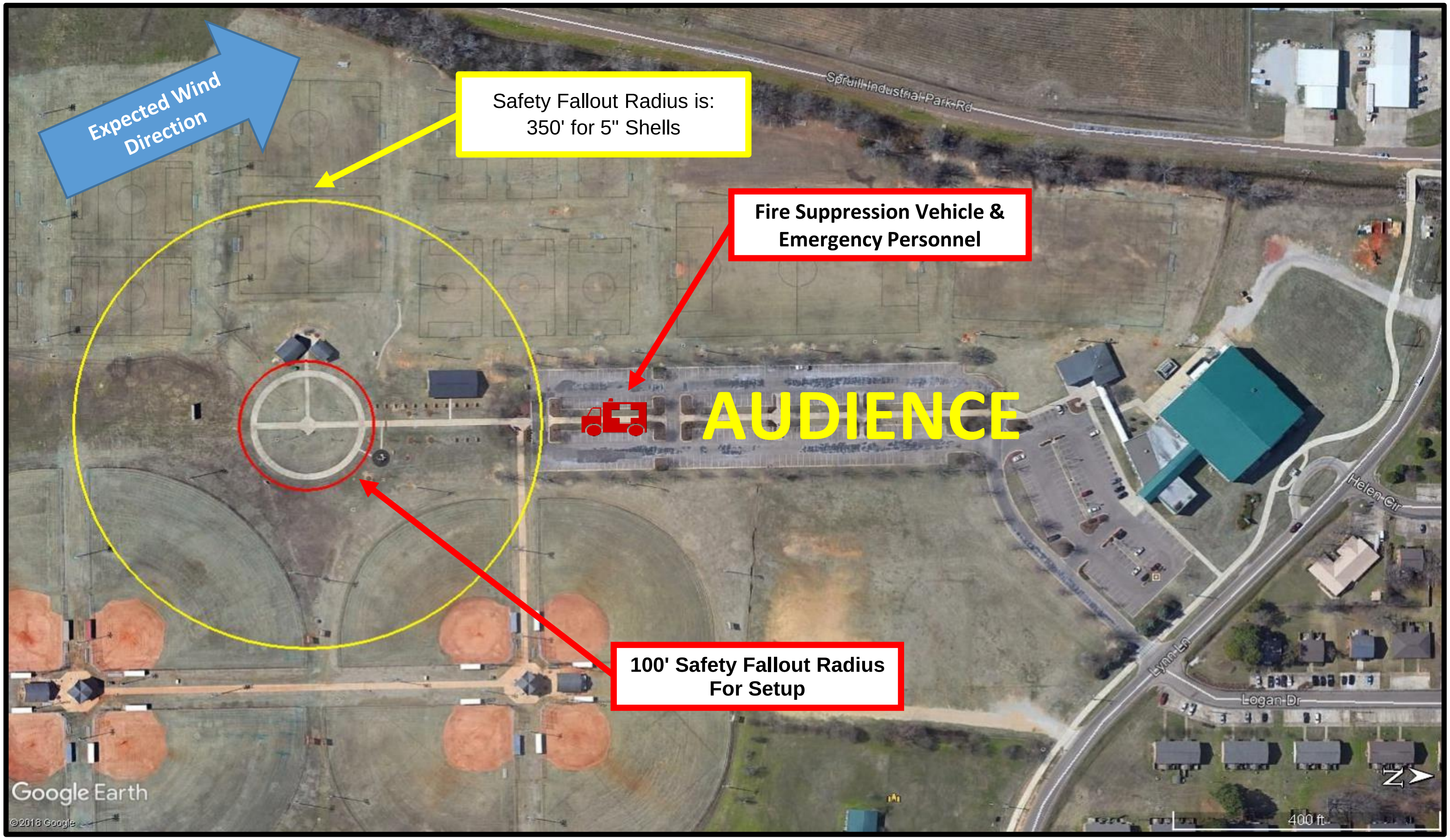
SIGNATURES FOR ALL THE REQESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL

Police Department cost $720.	Parks Department cost
By [signature] Date 5/27/20	By Date
Starkville Utilities cost	Sanitation Department cost $1,700
By Date	By [signature] Date 5-27-20
Fire Department cost [signature]	Street Department cost
By $300 Date 5/27/20	By Date

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Print Name: David D'Aquilla, Interim Director Parks and Recreation — Date: 5/26/2020

Signature: [signature]



Customer: City of Starkville
Show Date: Saturday, July 4, 2020
Show Address: Starkville Sportsplex 405 Lynn Lane, Starkville , MS 39759
Show Site Lat / Long: 33.437912, -88.830506
Show Time: 9:00 PM
Rain Date: Sunday, July, 2020

Show Name: Starkville, MS IDC
Maximum Shell Size: 5"
Safety Fallout Radius: 350'
Storage Required: No
Diagram Created: 02/20/20
Diagram Created By: TLF

City of Starkville
City of Starkville Independence Day
Saturday, July 4, 2020

SHELL SIZE	MAIN BODY	FINALE	TOTAL
2" Cake	0	50	50
3"	120	120	240
4"	120	0	120
5"	40	0	40
		TOTAL AERIAL SHELLS	**450**

LOW LEVEL PRESENTATION

2	Positions of 100-Shot Popping Flower	200
2	Positions of 100-Shot Red & Blue Bow Tie	200
5	Positions of 200-Shot Peachblow Thunder	1000
2	Positions of 250-Shot Brocade Crown	500
1	Cake - 1000 Shot Whistle	1000
	TOTAL LOW LEVEL PRESENTATION	**2,900**

TOTAL SHELL COUNT & LOW LEVEL PRESENTATION 3,350

Fireworks 1.3 G Display
Largest Shell: 5"
Safety Radius: 350'

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 2/20/2020

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

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

PRODUCER
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Everest Denali Insurance Company	
INSURER C : Arch Speciality Ins Co	21199
INSURER D : Axis Surplus Ins Company	26620
INSURER E :	
INSURER F :	

INSURED
Pyro Shows, Inc.
PO Box 1776
115 North 1st Street
La Follette TN 37766

COVERAGES **CERTIFICATE NUMBER:** 174580224 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			SI8ML01929-191	11/1/2019	11/1/2020	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
B	**AUTOMOBILE LIABILITY**			SI8CA00004-191	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	**UMBRELLA LIAB** X OCCUR			UXP1034375-00	11/1/2019	11/1/2020	EACH OCCURRENCE	$4,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Excess Liability #2			P-001-000210800-01	11/1/2019	11/1/2020	Each Occurrence Aggregate Total Combined Excess	$5,000,000 $5,000,000 $9,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Firework Display: July 4, 2020
Additional Insureds: City of Starkville, MS

CERTIFICATE HOLDER

City of Starkville
110 W Main Street
Starkville MS 39759

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2020

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

PRODUCER (423)562-2112
E.E. Hill & Son, Inc.
House Account
PO Box 1406
Lafollette, TN 37766

CONTACT NAME: Cathy Owens
PHONE (A/C, No, Ext): (423)562-2112 Ext
FAX (A/C, No): (423)566-2114
E-MAIL ADDRESS: cathy@eehill.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AMGUARD INS CO	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PYRO SHOWS INC
PO BOX 1776
LA FOLLETTE, TN 37766

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		412187320022536785	02/02/20	02/02/21	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Fireworks Display: July 4, 2020

CERTIFICATE HOLDER

City of Starkville
110 W. Main Street
Starkville, MS 39759

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AGENDA ITEM DEPT: Engineering

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 06.02.2020
PAGE: 1

SUBJECT: Request approval of the 2020 Street Improvement Listing and authorize the City Engineer to advertise for bids.

AMOUNT & SOURCE OF FUNDING: Capital Improvement Bonds

REQUESTING DEPARTMENT:

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

A presentation of the 2020 Street Improvement program will be provided to the Board at the work session and subsequent Board of Alderman meeting.
This is Year 3 of the Street Improvement Program that is funded through the Capital Improvement Bond funds.
It is planned to expend approximately $1Million in funds for Street Overlays and associated work which is similar to what has been done the past 2 years and is consistent with the Capital Improvement Plan.

STAFF RECOMMENDATION:

SUGGESTED MOTION:
Move approval of the 2020 Street Improvement Listing and authorize the City Engineer to advertise for bids.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE- 2020 STREET IMPROVEMENT PROGRAM

5/29/2020

Street Project	Project Limits (from)	Project Limits (to)	Length	Width	Work Type	Project Estimated Cost
ROADWAY MAINTENANCE PROJECTS-PRIORITY 3						
Bellwood	Shadowood	Cul-de-sac	765	28	Patching, Overlay	$25,241
Birch	Prev. overlay	Persimmon	160	28	Patching, Overlay	$6,861
C.C. Clark	Miley	Dead End (south)	595	26	Patching, Overlay	$20,098
Canterbury	Base Failures- multiple locations		-	-	Leveling & Patching only	$12,694
Collegeview	Nash	Previous Overlay	872	24	Patching, Overlay, Striping	$28,836
Edgewood	Critz	Cul-de-sac	2618	28	Patching, Overlay	$81,537
Evergreen	Santa Anita	Critz	878	24	Patching, Overlay	$24,864
Howard	Montgomery	Pine	2171	20	Patching, Overlay	$49,112
Huntington	Prev. overlay (Dover)	Prev. overlay (Chelsea)	692	28	Patching, Overlay	$23,024
Lindbergh	Hwy 12	Scales	1570	36	Patching, Overlay	$63,326
Long	Westside	Hwy 182	1955	25	Patching, Overlay, Striping	$64,288
Louisville	Camden	Hwy 12	1105	24	Patching, Overlay, Striping	$36,007
McKinley	McKee	Lindbergh	474	17	Patching, Overlay	$10,743
Mohawk	Prev. overlay	Eutaw	900	23	Patching, Overlay	$24,460
N. Montgomery	Critz (north side)	Greenfield	1338	30	Patching, Overlay, Striping	$58,933
N. Rosebud	Greenbriar	Dead End	328	28	Patching, Overlay	$11,965
Persimmon	Birch	Redbud	592	28	Patching, Overlay	$19,986
Gillespie	Washington	Louisville	1607	26	Patching, Overlay, Striping	$63,405
Setter	Brittney	Dead End	650	28	Patching, Overlay	$21,748
Seville	Bonnie	Arrow	1615	22	Patching, Overlay	$40,551
Spruill Ind. Park	Lynn	Industrial Park	1400	25	Patching, Overlay, Striping	$46,605
Dunlap (P4)	Shadowood	Dead End	1035	28	Patching, Overlay	$33,444
Kirkside (P4)	Shadowood	Concrete roadway	1000	28	Patching, Overlay	$32,381
Tanglewood (P4)	Edgewood	Cul-de-sac	380	28	Patching, Overlay	$13,545
Country Club Road	Montgomery	Dead End	2157	18	Patching, Overlay	$44,128
Restriping Existing Primary Roadways						$25,000
Milling Existing roadways			16593	Sq. Yd.	-	$66,374
		Total	5.09	miles	Testing 1.0%	$9,492
					Contingency 4%	$37,966
					Subtotal Priority 3	$996,614

Roadways moved from P3:
Ward Drive (P4)
Mangrove Palm (P4)
Spruce (P4)
Colonial Cir. (P4)
Grand Ridge (P5)

Indicates change from original plan

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Finance
AGENDA DATE 06/02/2020
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2019 – 2020 Budget

FISCAL NOTE: Total Claims for the FY 20 Claims Docket Ending May 27, 2020 is $2,061,063.21
Of which the claims amount for Starkville Utilities is $1,600,501.83

REQUESTING DEPARTMENT: Finance and Administration

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of May 27, 2020 for fiscal years ending 09/30/20, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.

Expense Approval Report
By Fund

City of Starkville, MS

Post Dates 05/15/2020 - 05/27/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-000-054-205	24.00
DISTRICT ATTORNEY'S OFFICE	INV0032078	05/15/2020	SEIZED FUNDS FROM CHRISTOPHER BISSELL	001-000-334-126	183.00
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0032094	05/15/2020	AD VALOREM TAXES - APRIL 2020	001-000-200-084	90.28
PETTY CASH VOUCHERS	05.21.20	05/21/2020	SUPPLIES FOR COUNSELING	001-000-160-697	96.70
				Outstanding Total:	**423.98**
Paid					
JOHN MCLIN	1328530	05/19/2020	OVERPAYMENT ON FINE/DKT#1328530	001-000-149-691	200.00
CORY SHIERS	1328597-0520	05/19/2020	REST. FROM D. PRESTON/DKT#1328597	001-000-149-691	200.00
A BAIL BONDSMAN-CINDY GILMER	1346803	05/19/2020	REMISSION OF BOND FOR KELVIN BELL	001-000-149-691	500.00
SHANE RUSSELL	1364203	05/19/2020	OVERPAYMENT ON CASH BOND/DKT #S 136420 & 137520	001-000-149-691	20.00
CASEY CRUMPTON	1371586	05/19/2020	OVERPAYMENT ON CASH BOND/DKT#1371586	001-000-149-691	1.00
AMANDA BELL	1377746	05/19/2020	OVERPAYMENT ON CASH BOND/DKT#1377746	001-000-149-691	1.00
A BAIL BONDSMAN-CINDY GILMER	INV0032077	05/19/2020	REMISSION OF BOND FOR DEVONTE WILLIAMS	001-000-149-691	1,828.00
				Paid Total:	**2,750.00**
				Department 000 - UNDESIGNATED Total:	**3,173.98**
Department: 110 - MUNICIPAL COURT					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0032093	05/04/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-110-604-330	1,000.00
CANON FINANCIAL SERVICES, INC	21459452	05/13/2020	QLA19783	001-110-604-330	129.53
CANON FINANCIAL SERVICES, INC	21459454	05/13/2020	SKA12799	001-110-604-330	116.51
AMAZON CAPITAL SERVICES, INC.	1PF6-D4TG-Y7NJ	05/17/2020	COPY PAPER, POST IT NOTES, PENS	001-110-501-200	146.20
				Outstanding Total:	**1,392.24**
				Department 110 - MUNICIPAL COURT Total:	**1,392.24**
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	05.17.20	04/28/2020	ACCT #2490 APRIL 2020	001-111-604-330	135.64
				Outstanding Total:	**135.64**
				Department 111 - YOUTH COURT Total:	**135.64**
Department: 120 - MAYORS OFFICE					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	05.17.20	04/28/2020	ACCT #2490 APRIL 2020	001-120-604-330	88.70

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	21459451	05/13/2020	JME15733	001-120-604-330	63.75
				Outstanding Total:	**152.45**
				Department 120 - MAYORS OFFICE Total:	**152.45**
Department: 123 - IT					
Outstanding					
GARNER COMPUTER SERVICE	1046427	02/18/2020	MAINTENANCE AGREEMENT FOR FY2020	001-123-600-300	6,000.00
SOUTHERN TELECOMMUNICATIONS	05.17.20	04/28/2020	ACCT #2490 APRIL 2020	001-123-604-330	88.70
CANON FINANCIAL SERVICES, INC	21459456	05/13/2020	XUW04732	001-123-604-330	113.18
				Outstanding Total:	**6,201.88**
				Department 123 - IT Total:	**6,201.88**
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	05.17.20	04/28/2020	ACCT #2490 APRIL 2020	001-145-604-330	44.35
CANON FINANCIAL SERVICES, INC	21459454	05/13/2020	SKA12799	001-145-604-330	116.52
CANON FINANCIAL SERVICES, INC	21459457	05/13/2020	XUG04616	001-145-604-330	407.97
				Outstanding Total:	**568.84**
				Department 145 - OTHER ADMINISTRATIVE Total:	**568.84**
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
CLYDE C SCOTT INSURANCE	36711	05/06/2020	SURETY BOND FOR MAYOR	001-159-620-371	250.00
CLYDE C SCOTT INSURANCE	36713	05/06/2020	RENEW 7 ALDERMEN SURETY BONDS	001-159-620-371	1,750.00
REYNOLDS/RENASANT INSURANCE AGENCY	1062940	05/13/2020	BOND FOR C. YARBROUGH	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1062941	05/13/2020	BOND FOR V.HOLMES	001-159-620-371	175.00
				Outstanding Total:	**2,350.00**
				Department 159 - BONDING-CITY EMPLOYEES Total:	**2,350.00**
Department: 169 - LEGAL					
Outstanding					
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	392086A	05/14/2020	COVID-19 LEGAL WORK	001-169-600-309	3,948.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	392086B	05/14/2020	GENERAL MATTERS	001-169-600-309	6,174.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	392087	05/14/2020	LITIGATED MATTERS	001-169-600-312	2,492.80
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	392087A	05/14/2020	ANNEXATION	001-169-600-312	2,603.70
				Outstanding Total:	**15,218.50**
				Department 169 - LEGAL Total:	**15,218.50**
Department: 180 - HUMAN RESOURCES					
Outstanding					
CANON FINANCIAL SERVICES, INC	21459456	05/13/2020	XUW04732	001-180-604-330	113.18
				Outstanding Total:	**113.18**
Paid					
KRONOS	11582701	03/24/2020	5 TOUCH MACHINES	001-180-691-505	11,987.50
KRONOS	11582701 A	03/24/2020	WORKFORCE READY SOFTWARE	001-180-691-505	10,050.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
KRONOS	11582701 B	03/24/2020	ADDITIONAL EQUIPMENT	001-180-691-505	2,025.00
				Paid Total:	**24,062.50**
				Department 180 - HUMAN RESOURCES Total:	**24,175.68**
Department: 190 - CITY PLANNER					
Outstanding					
CANON FINANCIAL SERVICES, INC	21459450	05/13/2020	DRL72630	001-190-604-330	24.48
CANON FINANCIAL SERVICES, INC	21459451	05/13/2020	JME15733	001-190-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-190-525-231	6.00
				Outstanding Total:	**94.23**
				Department 190 - CITY PLANNER Total:	**94.23**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CHARLES YARBROUGH	INV0032087	03/27/2020	REIMB WALMART PURCHASE- MASK MATERIALS	001-192-535-233	52.15
ATMOS ENERGY	INV0032083	05/12/2020	# 4012591687/CITY HALL	001-192-625-380	481.80
AMAZON CAPITAL SERVICES, INC.	1MT1-19JR-NJ17	05/14/2020	2 TOUCHLESS THERMOMETER	001-192-535-233	99.98
CINTAS	4050811517	05/19/2020	6 SANITIZING STANDS	001-192-510-220	11.26
CINTAS	4050811553	05/19/2020	CITY HALL 05.19.20	001-192-510-220	14.52
BRISLIN, INC	INV0032074	05/20/2020	REPAIRS TO HVAC SYSTEM AT CITY HALL	001-192-630-403	1,028.00
PETTY CASH VOUCHERS	05.21.20A	05/21/2020	COVID SUPPLIES/GLOVES & MASKS	001-192-535-233	38.47
				Outstanding Total:	**1,726.18**
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	**1,726.18**
Department: 197 - ENGINEERING					
Outstanding					
VERIZON CONNECT-NWF	2108408	05/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	32.90
CANON FINANCIAL SERVICES, INC	21459451	05/13/2020	JME15733	001-197-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-197-525-231	2.00
FUELMAN / FLEETCOR	NP58230311	05/18/2020	FUEL REPORT 05/11/20 - 5/17/20	001-197-525-231	21.12
				Outstanding Total:	**119.77**
				Department 197 - ENGINEERING Total:	**119.77**
Department: 201 - POLICE DEPARTMENT					
Outstanding					
A-1 TOWING	9863	02/10/2020	TOW 2006 JEEP TO A+ AUTO	001-201-600-300	75.00
A-1 TOWING	9865	02/11/2020	TOW DODGE CHARGER TO A+AUTO	001-201-600-300	75.00
A-1 TOWING	9866	02/11/2020	TOW 2006 JEEP FROM A+ AUTO TO PARKER MCGILL	001-201-600-300	75.00
BRISLIN, INC	200101	02/13/2020	REPAIR WATER LEAK IN BATHROOM/FLUSH VALVE	001-201-630-426	253.45
A-1 TOWING	9881	02/14/2020	TOW 2004 CROWN VIC TO SHOOTING RANGE	001-201-600-300	85.00
A-1 TOWING	9913	03/04/2020	TOW 2001 EXPLORER TO IMPOUND LOT	001-201-600-300	75.00
A-1 TOWING	9956	03/11/2020	SPD #7330 TOW FROM TRACTOR SUPPLY TO A	001-201-600-300	75.00
A-1 TOWING	9957	03/16/2020	SPD #8065 TOW CAR TO A+ AUTO	001-201-600-300	75.00
A+ AUTO REPAIR	019201	03/23/2020	#7333 REMOVE 2 ENGINES, INSTALL 1	001-201-630-360	1,890.31

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SHEPS CLEANERS-POLICE ACCOUNT	5479	03/30/2020	ADDING/MOVING PATCHES/G. MITTAN	001-201-535-233	10.00
BRISLIN, INC	200159	03/31/2020	HVAC MAINTENANCE/REPAIRS TO S	001-201-630-426	2,520.00
COPY COW	20057	04/01/2020	BINDING FTO BOOKS	001-201-615-343	136.67
IVY AUTO PARTS, LLC.	637505	04/17/2020	S-34 BATTERY	001-201-630-360	122.66
SHEPS CLEANERS-POLICE ACCOUNT	5621	04/20/2020	ALTERATIONS/M.GARRETT	001-201-535-233	62.50
SHEPS CLEANERS-POLICE ACCOUNT	5358	04/21/2020	ALTERATIONS ON 3 SHIRTS/C. BELL	001-201-535-233	82.00
BOB'S MOBILE RADIO	316017	04/24/2020	REPAIRS TO POLICE CARS EQUIPMENT	001-201-630-400	1,290.00
SIRCHIE FINGER PRINT LABORATORIES I	0443312-IN	04/27/2020	2 EVIDENCE BOXES (25 EACH)	001-201-556-251	76.40
SOUTHERN TELECOMMUNICATIONS	05.17.20	04/28/2020	ACCT #2490 APRIL 2020	001-201-604-330	133.05
STARKVILLE FAMILY PRACTICE	SFP119081X134961	04/28/2020	MEDICAL BILL FOR L.SIMON	001-201-541-240	85.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	05.01.20	05/01/2020	FEEDING INMATES APRIL 202	001-201-541-237	10,950.00
R&M TIRES	1126063	05/01/2020	S-30 NEW TIRE AND MOUNT, ALIGNMENT	001-201-630-360	596.84
BRISLIN, INC	200456	05/01/2020	CALIBRATING THERMOSTATS AT SPD	001-201-630-426	509.50
VERIZON CONNECT-NWF	2108408	05/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,069.25
AT&T PRIVATE LINE SERVICE	3117683450	05/01/2020	NCIC PRIVATE LINE SVC MAY 2020	001-201-604-330	206.08
TRI-STARR MUFFLER & BRAKE	604464	05/01/2020	#7333 REPAIRS, 2 COILS, THERMOSTAT, COOLANT	001-201-630-360	571.36
TRI-STARR MUFFLER & BRAKE	604482	05/01/2020	#8069 OIL AND FILTER CHANGE	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	604499	05/01/2020	#8070 COVERTER TANKS, HEADLIGHT CONNECTOR	001-201-630-360	1,507.60
DPS CRIME LAB	90091682	05/01/2020	SERVICE FOR MONTH OF MAY 2020	001-201-600-300	180.00
AT&T GLOBAL	GH28679	05/01/2020	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	220.01
R&M TIRES	1126141	05/05/2020	S-25 OIL AND FILTER CHANGE, MOUNT TIRE, ALIGNMENT	001-201-630-360	209.50
GULF STATES DISTRIBUTORS, INC.	1341322-IN	05/05/2020	2 CASES AMMO	001-201-545-238	158.00
CITY OF COLUMBUS	SPD-001336-0520	05/05/2020	FORENSIC LAB SERVICES INV # 766	001-201-600-300	720.00
BROWNELLS, INC	19188838	05/06/2020	CLEANING KIT, THREAD LOCKER, 10 MAGAZINES	001-201-545-238	205.43
STARKVILLE RADIOLOGY PLLC	2319195	05/06/2020	MEDICAL BILL FOR M. DELOACH	001-201-541-240	39.00
R&M TIRES	1126178	05/07/2020	S-63 REPAIR FLAT	001-201-630-360	40.00
R&M TIRES	1126179	05/07/2020	S-22 OIL AND FILTER CHANGE	001-201-630-360	52.50
GULF STATES DISTRIBUTORS, INC.	1341515-IN	05/07/2020	AMMO CASE 12	001-201-545-238	2,028.00
SULLIVAN'S OFFICE SUPPLY, INC.	54659	05/07/2020	PAPER CLIPS, CORRECTION TAPE, WHITE OUT	001-201-501-200	12.58
R&M TIRES	1126193	05/08/2020	REPAIR FLAT	001-201-630-360	20.00
MID-SOUTH UNIFORM & SUPPLY, INC	604789	05/08/2020	UNIFORMS/BADGES FOR GOLDEN, LOCKE,JOHNSON,D.THOMAS	001-201-535-233	1,356.51
TRI-STARR MUFFLER & BRAKE	126074	05/11/2020	#1901 DRIVERS SIDE HEADLIGHT	001-201-630-360	25.00
TRI-STARR MUFFLER & BRAKE	126086	05/11/2020	#6901 BATTERY	001-201-630-360	208.42
ARROWHEAD SCIENTIFIC, INC.	126568	05/11/2020	SYRINGE PROTECTION COLLECTION KIT-12	001-201-556-251	108.05
WATERMARK PRINTERS LLC	13285	05/11/2020	BUSINESS CARDS FOR MCCLENDON	001-201-615-343	36.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	54728	05/11/2020	2 DOLLYS	001-201-501-200	169.98
LOWE'S-POLICE	902785	05/11/2020	WOOD AND SCREWS FOR FIRING RANGE	001-201-545-238	132.75
A+ AUTO REPAIR	019499	05/12/2020	#7332 BLOWER MOTOR RESISTOR, REGULATOR, CONTROL	001-201-630-360	515.00
BOB'S MOBILE RADIO	316022	05/12/2020	REPAIRS TO LIGHTS/SIRENS ON POLICE VEHICLES	001-201-630-360	480.00
SULLIVAN'S OFFICE SUPPLY, INC.	54752	05/12/2020	FOLDERS, PENS, CD/DVD ENVELOPES	001-201-501-200	115.46
ATMOS ENERGY	INV0032084	05/12/2020	# 4022600568/POLICE STATIO	001-201-625-380	285.71
CANON FINANCIAL SERVICES, INC	21459453	05/13/2020	QNR08831	001-201-635-369	120.74
CANON FINANCIAL SERVICES, INC	21459455	05/13/2020	XLG06726	001-201-635-369	268.08
CANON FINANCIAL SERVICES, INC	21459460	05/13/2020	2JH03908	001-201-635-369	706.62
CANON FINANCIAL SERVICES, INC	21459461	05/13/2020	28X01513	001-201-635-369	61.59
AT&T-NCIC MONITOR LINE	05.14.20	05/14/2020	ACCT#662-615-1467 637 059	001-201-604-330	38.94
PITTS SIGN COMPANY	05.14.20	05/14/2020	VEHICLE TAG FOR S-50	001-201-630-360	25.00
R&M TIRES	1126259	05/14/2020	S-59NEW TIRE, BRAKE PADS FRONT, ALIGNMENT, LABOR	001-201-630-360	661.84
R&M TIRES	1126278	05/14/2020	ATF TRANSMISSION FLUID	001-201-630-360	5.00
AMAZON CAPITAL SERVICES, INC.	1FK3-LWW1-MT4N	05/14/2020	RETURN SAFETY GOGGLES	001-201-556-251	-176.87
BRISLIN, INC	200475	05/14/2020	HVAC REPAIRS	001-201-630-426	1,235.50
UPS STORE 3702	3211	05/14/2020	POSTAGE-OFFICER CERTIFICATIONS	001-201-604-330	36.60
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-201-525-231	30.00
GTPDD PHARMACY	24707	05/18/2020	MEDS FOR PRISONER L. SIMO	001-201-541-240	12.00
DYLAN BOWERS	INV0032079	05/18/2020	REIMB PURCHASE OF BOOTS	001-201-535-233	58.84
PAUL WOODS	INV0032092	05/18/2020	REIMB CLOTHING ALLOWANCE PURCHASES	001-201-535-233	433.89
FUELMAN / FLEETCOR	NP58230311	05/18/2020	FUEL REPORT 05/11/20 - 5/17/20	001-201-525-231	1,306.47
BRISLIN, INC	200493	05/19/2020	REPLACE TWO MOTORS ON CHILLERS, REPLACED FUSES	001-201-630-426	2,072.92
TRI-STARR MUFFLER & BRAKE	153917	05/21/2020	SCAN, LEFT TURN SIGNAL BULB.2013 TAURUS #64	001-201-630-360	100.50
TRI-STARR MUFFLER & BRAKE	606302	05/21/2020	#7330 FAN ASSY, COOLANT, LABOR	001-201-630-360	630.77
TRI-STARR MUFFLER & BRAKE	606325	05/21/2020	#8069 BANK #2 CONVERTER, LABOR	001-201-630-360	781.00
TRI-STARR MUFFLER & BRAKE	606337	05/21/2020	#7325 REPLACE TRANSMISSION, FLUID AND LINES	001-201-630-360	711.00
TRI-STARR MUFFLER & BRAKE	657073	05/21/2020	CAR #19 OIL CHANGE	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	657087	05/21/2020	#1897 HOOD STRUTS, WARRANTY BATTERY, LABOR	001-201-630-360	124.00
TRI-STARR MUFFLER & BRAKE	657093	05/21/2020	#1902 BATTERY	001-201-630-360	201.49
TRI-STARR MUFFLER & BRAKE	757007	05/21/2020	#9549 COIL #1, COMPUTER SCAN	001-201-630-360	159.26
FUELMAN / FLEETCOR	NP58256868	05/25/2020	FUEL REPORT 05/18/20 - 5/24/20	001-201-525-231	1,555.11
				Outstanding Total:	**41,163.76**
				Department 201 - POLICE DEPARTMENT Total:	**41,163.76**

Department: 261 - FIRE DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	05.17.20	04/28/2020	ACCT #2490 APRIL 2020	001-261-604-330	551.04

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AIRGAS USA, LLC	9970392147	04/30/2020	MONTHLY CYLINDER RENTAL	001-261-630-360	58.30
VERIZON CONNECT-NWF	2108408	05/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	329.00
DIRECTV	37428605225	05/11/2020	SATELLITE FOR STATION 5	001-261-625-380	175.74
NAFECO	1038012	05/12/2020	3 LION REDZONE PARTICULATE BLOCKING HOO	001-261-535-233	305.82
POWERSTROKE EQUIPMENT SALES & SVC	4506	05/12/2020	SPARK PLUG	001-261-630-360	6.99
ATMOS ENERGY	INV0032082	05/12/2020	# 3020829684/FIRESTATION #	001-261-625-380	67.25
CANON FINANCIAL SERVICES, INC	21459459	05/13/2020	2JU08031	001-261-604-330	201.30
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-261-525-231	12.00
LOWE'S-FIRE	910061	05/18/2020	LOCKNUT, SUPERSTRUT, HEX BOLTS	001-261-555-250	10.14
FUELMAN / FLEETCOR	NP58230311	05/18/2020	FUEL REPORT 05/11/20 - 5/17/20	001-261-525-231	192.47
NESCO ELECTRICAL DISTRIBUTORS	S2389303	05/18/2020	LIGHT BULB	001-261-555-250	2.60
CINTAS	4050811517	05/19/2020	6 SANITIZING STANDS	001-261-555-208	22.52
STATE FIRE ACADEMY	28098	05/20/2020	FIRE FIGHTER TRAINING 1001/SCERBAK	001-261-600-390	500.00
ATMOS ENERGY	INV0032089	05/21/2020	# 3017756705 /FIRESTATION	001-261-625-380	54.97
FUELMAN / FLEETCOR	NP58256868	05/25/2020	FUEL REPORT 05/18/20 - 5/24/20	001-261-525-231	379.56
JEREMY WEAVER	INV0032091	05/26/2020	REIMB NREMT & EMS PROVIDER CERTIFICATION FEE	001-261-600-390	165.00
STARKVILLE UTILITIES	INV0032095	05/27/2020	UTILITY BILLS BY DEPT	001-261-625-380	727.04
				Outstanding Total:	**3,761.74**
				Department 261 - FIRE DEPARTMENT Total:	**3,761.74**

Department: 281 - BUILDING/CODES OFFICE

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON CONNECT-NWF	2108408	05/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	148.05
CANON FINANCIAL SERVICES, INC	21459451	05/13/2020	JME15733	001-281-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-281-525-231	4.00
FUELMAN / FLEETCOR	NP58230311	05/18/2020	FUEL REPORT 05/11/20 - 5/17/20	001-281-525-231	21.90
FUELMAN / FLEETCOR	NP58256868	05/25/2020	FUEL REPORT 05/18/20 - 5/24/20	001-281-525-231	22.79
TRUSTMARK NATIONAL BANK	06.18.20	05/27/2020	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	424.93
TRUSTMARK NATIONAL BANK	06.18.20	05/27/2020	#98905/STREET F250 & 2 TACOMAS	001-281-830-873	26.45
				Outstanding Total:	**711.87**
				Department 281 - BUILDING/CODES OFFICE Total:	**711.87**

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0032095	05/27/2020	UTILITY BILLS BY DEPT	001-290-625-380	76.26
				Outstanding Total:	**76.26**
				Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**76.26**

Department: 301 - STREET DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	283852	04/14/2020	RAIN SUIT, KNEE BOOT, BROOM, HOSE, PLIERS	001-301-555-250	128.41
BELL BUILDING SUPPLY, INC.	283856	04/14/2020	2 ONE GALLON SPRAYERS	001-301-555-250	31.58
TERRY'S GARAGE & REPAIRS, LLC	3461	04/14/2020	DUMP TRUCK BRAKE REPAIRS	001-301-630-360	115.05
BELL BUILDING SUPPLY, INC.	284103	04/16/2020	4 GALLONS OF BLEACH	001-301-555-250	14.20

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	284161	04/16/2020	2 GALLON SPRAYER	001-301-555-250	24.69
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	146.05-0320	04/27/2020	CASE OF DECORATIVE LIGHT POLE GLOBES	001-301-625-380	4,500.00
UNITED RENTALS (NORTH AMERICA), INC.	181245705	04/27/2020	REPLACE BELT ON WACKER	001-301-630-400	120.36
TERRY'S GARAGE & REPAIRS, LLC	3525	04/30/2020	REPAIR DUMP TRUCK #88-BRAKES MASTER CYLINDER	001-301-630-360	840.67
VERIZON CONNECT-NWF	2108408	05/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	279.65
SHERWIN WILLIAMS CO.	6873-3	05/04/2020	12 CANS PAINT	001-301-565-272	154.68
EAST MISSISSIPPI LUMBER CO	D63517	05/08/2020	5 GRAB HOOKS	001-301-555-250	31.52
ATMOS ENERGY	INV0032085	05/08/2020	# 3020752444/STREET DEPT	001-301-625-380	161.76
THOMPSON MACHINERY*	PC110286701	05/11/2020	BELTS FOR CAT MACHINE	001-301-630-360	71.48
STARKVILLE AUTO PARTS	133309	05/12/2020	STEEL MIRROR, 2 MIRRORS	001-301-630-360	93.97
STARKVILLE AUTO PARTS	133336	05/12/2020	ORIFICE TUBE, REFRIGERANT	001-301-630-360	18.77
COLD MIX, INC	14914	05/12/2020	24.34 TONS OF COLD MIX	001-301-560-270	2,385.32
TERRY'S GARAGE & REPAIRS, LLC	3579	05/12/2020	TRUCK #70- TOW & CHECK LOW POWER	001-301-630-360	383.86
MMC MATERIALS, INC.	651132	05/12/2020	2.0 CY CONCRETE	001-301-560-270	240.00
AUTOZONE	0426718185	05/13/2020	SWITCH CLUTCH CYC, STANDARD RELAY	001-301-630-360	30.52
STARKVILLE AUTO PARTS	133379	05/13/2020	SELF SEALING VALVE	001-301-630-360	7.36
STARKVILLE AUTO PARTS	133380	05/13/2020	MANIFOLD VALVE SET	001-301-630-360	49.99
MMC MATERIALS, INC.	651471	05/13/2020	1.5 CY CONCRETE	001-301-560-270	180.00
STARKVILLE AUTO PARTS	133390	05/14/2020	OIL AND FILTER	001-301-630-360	66.90
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-301-525-231	16.00
MSU FACILITIES MANAGEMENT- TRAFFIC LIGH	INV0032088	05/15/2020	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	18.11
THOMPSON MACHINERY*	PC110286950	05/15/2020	2 KNOBS	001-301-630-360	16.08
FASTENAL COMPANY	MSSTA88593	05/18/2020	NUTS AND SCREWS	001-301-555-250	58.99
FASTENAL COMPANY	MSSTA88594	05/18/2020	PLIERS SET	001-301-555-250	29.94
FUELMAN / FLEETCOR	NP58230311	05/18/2020	FUEL REPORT 05/11/20 - 5/17/20	001-301-525-231	400.23
CINTAS	4050811545	05/19/2020	STREET DEPT. 05.19.20	001-301-555-250	39.88
FASTENAL COMPANY	MSSTA89545	05/19/2020	NYLOCK Z, HCS SCREWS	001-301-555-250	20.50
FUELMAN / FLEETCOR	NP58256868	05/25/2020	FUEL REPORT 05/18/20 - 5/24/20	001-301-525-231	221.93
TRUSTMARK NATIONAL BANK	06.18.20	05/27/2020	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	424.93
TRUSTMARK NATIONAL BANK	06.18.20	05/27/2020	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	26.44
STARKVILLE UTILITIES	INV0032095	05/27/2020	UTILITY BILLS BY DEPT	001-301-625-380	35.21
STARKVILLE UTILITIES	INV0032095	05/27/2020	UTILITY BILLS BY DEPT	001-301-625-380	18.78
				Outstanding Total:	**11,257.76**
				Department 301 - STREET DEPARTMENT Total:	**11,257.76**

Department: 360 - ANIMAL CONTROL

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MSU COLLEGE OF VETERINARY MEDICINE	C469099	05/04/2020	NECROPSY ON STRAY CAT	001-360-555-250	50.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-360-525-231	2.00
				Outstanding Total:	**52.00**
				Department 360 - ANIMAL CONTROL Total:	**52.00**

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FASTENAL COMPANY	MSSTA80578C	09/25/2018	CM FOR INV#MSSTA80577	001-550-600-370	-43.84
DEEP SOUTH MARKETING	9749	03/10/2020	STAFF UNIFORMS-EMBROIDERY ON JACKETS	001-550-535-233	115.61
DEEP SOUTH MARKETING	9777	03/17/2020	STAFF UNIFORMS (TSHIRTS & JACKETS)	001-550-535-233	993.74

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
REX TEAM SPORTS	RTC62294	03/18/2020	YOUTH BASEBALL UNIFORMS	001-550-501-415	10,093.75
REX TEAM SPORTS	RTC62295	03/18/2020	YOUTH BASEBALL UNIFORMS	001-550-501-415	6,142.75
POWERSTROKE EQUIPMENT SALES & SVC	4406	04/17/2020	REPAIRS TO EXMARK MOWER	001-550-600-370	303.87
SOUTHERN TELECOMMUNICATIONS	05.17.20	04/28/2020	ACCT #2490 APRIL 2020	001-550-600-330	44.35
VERIZON CONNECT-NWF	2108408	05/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	98.70
POWERSTROKE EQUIPMENT SALES & SVC	4487	05/06/2020	REPAIRS TO DECK ON EXMAR	001-550-600-370	85.00
OKTIBBEHA COUNTY COOPERATIVE	583063	05/07/2020	PAIR OF SAFETY GLASSES	001-550-555-250	1.85
ATMOS ENERGY	INV0032080	05/08/2020	# 3019958172 /PARKS	001-550-600-340	44.97
LOWE'S- PARKS	908201	05/12/2020	NUTS, BOLTS, WASHERS	001-550-555-250	62.50
CANON FINANCIAL SERVICES, INC	21459458	05/13/2020	XUG02274	001-550-600-330	378.87
NORTHEAST EXTERMINATING	15906	05/14/2020	TERMITE TREATMENT	001-550-630-426	4,406.60
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	001-550-525-231	8.00
FUELMAN / FLEETCOR	NP58230311	05/18/2020	FUEL REPORT 05/11/20 - 5/17/20	001-550-525-231	31.55
OKTIBBEHA COUNTY COOPERATIVE	566023	05/19/2020	REPAIRS ON SPRAYING INSTALL CONTROL VALVE	001-550-690-360	315.07
WAUKAWAY DISTRIBUTORS, INC	59105	05/19/2020	1 FIVE GALLON BOTTLE OF WATER-PARKS	001-550-501-200	8.20
LOWE'S- PARKS	908353	05/19/2020	WIRE	001-550-501-200	5.12
GENTRY SIGNS	GS113228	05/20/2020	SPONSORSHIP BANNERS-22	001-550-501-415	3,850.00
GENTRY SIGNS	GS113229	05/20/2020	26 SIGNS "PER GOVERNOR ORDERS"	001-550-600-300	572.00
ATMOS ENERGY	INV0032090	05/21/2020	# 3018222235/PARKS ADMIN	001-550-600-340	47.26
FUELMAN / FLEETCOR	NP58256868	05/25/2020	FUEL REPORT 05/18/20 - 5/24/20	001-550-525-231	42.56
STARKVILLE UTILITIES	INV0032095	05/27/2020	UTILITY BILLS BY DEPT	001-550-600-340	5,280.30
ZYKERIA LEWIS	INV0032100	05/27/2020	FACILITY REFUND	001-550-949-978	150.00
MAURICE DANCER	INV0032101	05/27/2020	FACILITY REFUND	001-550-949-978	200.00
TENORA POSEY	INV0032102	05/27/2020	REFUND	001-550-949-978	40.00
				Outstanding Total:	**33,278.78**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**33,278.78**
				Fund 001 - GENERAL FUND Total:	**145,611.56**

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	05.17.20	04/28/2020	ACCT #2490 APRIL 2020	015-505-604-330	153.07
VERIZON CONNECT-NWF	2108408	05/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.90
				Outstanding Total:	**185.97**
				Department 505 - AIRPORT Total:	**185.97**
				Fund 015 - AIRPORT FUND Total:	**185.97**

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	05.17.20	04/28/2020	ACCT #2490 APRIL 2020	022-322-604-330	44.35
VERIZON CONNECT-NWF	2108408	05/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	477.05
GOLDEN TRIANGLE PLANNING & DEV. INC	8082	05/01/2020	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	243.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8083	05/01/2020	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	10.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GOLDEN TRIANGLE PLANNING & DEV. INC	8084	05/01/2020	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
POWERSTROKE EQUIPMENT SALES & SVC	4496	05/08/2020	REPAIRS TO EXMARK MOWER	022-322-630-400	163.69
STARKVILLE AUTO PARTS	133288	05/11/2020	HYD FLUID	022-322-630-360	399.50
BELL BUILDING SUPPLY, INC.	286510	05/11/2020	3 EZ REACHERS PICK UP STICK	022-322-555-250	46.47
CHICKASAW EQUIPMENT COMPANY	CT4938	05/11/2020	ASSY STARTER=TRACTOR 1	022-322-630-360	431.94
GATEWAY TIRE & SERVICE CENTER	1018-124616	05/13/2020	TRUCK #41 3 TIRES AND MOUNTS	022-322-630-360	990.48
STARKVILLE AUTO PARTS	133356	05/13/2020	AIR FILTER, RUBBER PLUG	022-322-630-360	206.18
OKTIBBEHA COUNTY COOPERATIVE	563723	05/14/2020	30 GALLONS ROUNDUP	022-322-555-250	370.00
GATEWAY TIRE & SERVICE CENTER	1018-124775	05/15/2020	TRUCK #9- ONE NEW TIRE AND SERVICE CALL	022-322-630-360	418.50
GATEWAY TIRE & SERVICE CENTER	1018-124788	05/15/2020	TRACTOR #1 FLAT TIRE, 4" BOOT	022-322-630-360	78.62
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	3727	05/15/2020	MAY 2020 MONTHLY TESTING	022-322-525-231	66.00
GATEWAY TIRE & SERVICE CENTER	1018-124858	05/18/2020	TRUCK #91- 3 NEW TIRES AND MOUNTS	022-322-630-360	836.82
TERRY'S GARAGE & REPAIRS, LLC	3607	05/18/2020	TRUCK #98 REPLACE WHEEL STUDS	022-322-630-360	134.12
FUELMAN / FLEETCOR	NP58230311	05/18/2020	FUEL REPORT 05/11/20 - 5/17/20	022-322-525-231	1,293.41
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	010365	05/19/2020	REPAIRS TO PRESSURE WASHE	022-322-630-400	1,000.00
STARKVILLE AUTO PARTS	133567	05/19/2020	OIL AND FILTERS FOR SANITATION TRUCKS	022-322-630-360	194.01
STARKVILLE AUTO PARTS	133610	05/20/2020	OIL AND FILTER	022-322-630-360	69.46
FUELMAN / FLEETCOR	NP58256868	05/25/2020	FUEL REPORT 05/18/20 - 5/24/20	022-322-525-231	1,671.71
REGIONS FINANCIAL CORPORATION	06.12.20	05/26/2020	#001-0007521-009/2 REFUSE TRUCKS & KNUCKLE BOOM	022-322-820-874	110,531.24
REGIONS FINANCIAL CORPORATION	06.12.20	05/26/2020	#001-0007521-009/2 REFUSE TRUCKS & KNUCKLE BOOM	022-322-830-873	18,327.90
TRUSTMARK NATIONAL BANK	06.18.20.	05/27/2020	#90090/2 FRONT LOADERS	022-322-820-874	6,811.19
TRUSTMARK NATIONAL BANK	06.18.20.	05/27/2020	#90090/2 FRONT LOADERS	022-322-830-873	379.36
TRUSTMARK NATIONAL BANK	06.18.2020	05/27/2020	#90089/STREET SWEEPER PAYMENT	022-322-820-872	3,546.08
TRUSTMARK NATIONAL BANK	06.18.2020	05/27/2020	#90089/STREET SWEEPER PAYMENT	022-322-830-873	197.51
				Outstanding Total:	**148,948.59**
				Department 322 - SANITATION DEPARTMENT Total:	**148,948.59**
				Fund 022 - ENVIRONMENTAL SERVICES Total:	**148,948.59**

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKT COUNTY SUPERVISORS	256490	05/06/2020	JONES WALKER INV#1028510	303-600-600-309	93.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	392086B	05/14/2020	GENERAL MATTERS	303-600-600-309	28.00
OKT COUNTY SUPERVISORS	256488	05/15/2020	JONES WALKER INV#1028514 PROJECT NORTH STAR	303-600-600-309	302.25
OKT COUNTY SUPERVISORS	256647	05/15/2020	STEWART STAFFORD APPRAISAL OF INDUSTRIAL PROPERTY	303-600-600-309	1,750.00
				Outstanding Total:	**2,173.25**
				Department 600 - CAPITAL PROJECTS Total:	**2,173.25**
				Fund 303 - INDUSTRIAL PARK BOND Total:	**2,173.25**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 377 - MS 182 / MLK CORRIDOR REVITILIZATION PROJECT					
Department: 318 - MS182/MLK					
Outstanding					
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	392086B	05/14/2020	GENERAL MATTERS	377-318-600-309	1,246.00
				Outstanding Total:	**1,246.00**
				Department 318 - MS182/MLK Total:	**1,246.00**
				Fund 377 - MS 182 / MLK CORRIDOR REVITILIZATION PROJECT Total:	**1,246.00**
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DALHOFF THOMAS DESIGN STUDIO	9472	05/06/2020	PROJ 18-367 CORNERSTONE PARK- APRIL 2020	380-551-600-945	83,558.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	392086B	05/14/2020	GENERAL MATTERS	380-551-600-945	154.00
				Outstanding Total:	**83,712.00**
				Department 551 - PARK & REC TOURISM Total:	**83,712.00**
				Fund 380 - PARK BONDS 2020 Total:	**83,712.00**
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0032097	05/19/2020	2% HOTEL/MOTEL TAX	610-000-147-656	11,865.35
				Outstanding Total:	**11,865.35**
				Department 000 - UNDESIGNATED Total:	**11,865.35**
				Fund 610 - TRUST & AGENCY Total:	**11,865.35**
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0032096	05/19/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	20,045.60
O.C.E.D.A	INV0032098	05/19/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	20,045.60
MSU /2% TAX REVENUE	INV0032099	05/19/2020	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	26,727.46
				Outstanding Total:	**66,818.66**
				Department 000 - UNDESIGNATED Total:	**66,818.66**
				Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:	**66,818.66**
				Grand Total:	**460,561.38**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	145,611.56	26,812.50
015 - AIRPORT FUND	185.97	0.00
022 - ENVIRONMENTAL SERVICES	148,948.59	0.00
303 - INDUSTRIAL PARK BOND	2,173.25	0.00
377 - MS 182 / MLK CORRIDOR REVITILIZATION PROJEC	1,246.00	0.00
380 - PARK BONDS 2020	83,712.00	0.00
610 - TRUST & AGENCY	11,865.35	0.00
630 - ECONOMIC DEV, TOURISM & CONV	66,818.66	0.00
Grand Total:	**460,561.38**	**26,812.50**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	30.00	0.00
001-000-054-205	DUE FROM STARKVILLE E	24.00	0.00
001-000-149-691	MUNICIPAL COURT BON	2,750.00	2,750.00
001-000-160-697	DONATION FIRE	96.70	0.00
001-000-200-084	TAXES DUE TO DOWNTO	90.28	0.00
001-000-334-126	POLICE FORFEITED FUN	183.00	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	146.20	0.00
001-110-604-330	POSTAGE / COMMUNICA	1,246.04	0.00
001-111-604-330	COMMUNICATIONS	135.64	0.00
001-120-604-330	COMMUNICATIONS	152.45	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	6,000.00	0.00
001-123-604-330	COMMUNICATIONS	201.88	0.00
001-145-604-330	POSTAGE/COPIER/PHON	568.84	0.00
001-159-620-371	BONDING-CITY EMPLOY	2,350.00	0.00
001-169-600-309	LEGAL EXPENSES	10,122.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	5,096.50	0.00
001-180-604-330	COPIER/POSTAGE/PHON	113.18	0.00
001-180-691-505	TIME CLOCK SYSTEM	24,062.50	24,062.50
001-190-525-231	GAS & OIL	6.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	88.23	0.00
001-192-510-220	SUPPLIES	25.78	0.00
001-192-535-233	COVID-19 SUPPLIES	190.60	0.00
001-192-625-380	UTILITIES	481.80	0.00
001-192-630-403	REPAIRS TO BUILDING	1,028.00	0.00
001-197-525-231	GAS & OIL	23.12	0.00
001-197-604-330	COMMUNICATIONS	63.75	0.00
001-197-690-450	GPS EXPENSES	32.90	0.00
001-201-501-200	OFFICE SUPPLIES	298.02	0.00
001-201-525-231	GAS & OIL	2,891.58	0.00
001-201-535-233	UNIFORMS	2,003.74	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	136.00	0.00
001-201-545-238	FIRING RANGE SUPPLIES	2,524.18	0.00
001-201-556-251	POLICE SUPPLIES	7.58	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,435.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	634.68	0.00
001-201-615-343	PRINTING & BINDING	172.67	0.00
001-201-625-380	UTILITIES	285.71	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	9,716.95	0.00
001-201-630-400	EQUIPMENT REPAIR &	1,290.00	0.00
001-201-630-426	BUILDING MAINTENANC	6,591.37	0.00
001-201-635-369	COPIER RENTAL	1,157.03	0.00
001-201-690-450	GPS EXPENSES	1,069.25	0.00
001-261-525-231	GAS & OIL	584.03	0.00
001-261-535-233	UNIFORMS	305.82	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-555-208	JANITORIAL & PAPER SU	22.52	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	12.74	0.00
001-261-600-390	FIRE TRAINING	665.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	752.34	0.00
001-261-625-380	UTILITIES	1,025.00	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	65.29	0.00
001-261-690-450	GPS EXPENSES	329.00	0.00
001-281-525-231	GAS & OIL	48.69	0.00
001-281-604-330	COPIER/PHONES/IPADS/	63.75	0.00
001-281-690-450	GPS EXPENSES	148.05	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	424.93	0.00
001-281-830-873	INTEREST (VEHICLES)	26.45	0.00
001-290-625-380	UTILITIES / CODE RED	76.26	0.00
001-301-525-231	GAS & OIL	638.16	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	379.71	0.00
001-301-560-270	CONSTRUCTION MATERI	2,805.32	0.00
001-301-565-272	STREETS SIGNS & PAINT	154.68	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	4,733.86	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,694.65	0.00
001-301-630-400	EQUIPMENT REPAIR &	120.36	0.00
001-301-690-450	GPS EXPENSES	279.65	0.00
001-301-820-874	PRINCIPAL - EXCAVATOR	424.93	0.00
001-301-830-873	INTEREST	26.44	0.00
001-360-525-231	GAS & OIL	2.00	0.00
001-360-555-250	SUPPLIES & SMALL TOOL	50.00	0.00
001-550-501-200	OFFICE SUPPLIES	13.32	0.00
001-550-501-415	SPORTS PROGRAMS	20,086.50	0.00
001-550-525-231	GAS & OIL	82.11	0.00
001-550-535-233	UNIFORMS	1,109.35	0.00
001-550-555-250	SMALL EQUIP / COMPUT	64.35	0.00
001-550-600-300	PROFESSIONAL SERVICE	572.00	0.00
001-550-600-330	PHONES/COPIERS/POST	423.22	0.00
001-550-600-340	UTILITIES	5,372.53	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	345.03	0.00
001-550-630-426	BUILDING MAINT/REPAI	4,406.60	0.00
001-550-690-360	VEHICLE REPAIRS AND M	315.07	0.00
001-550-690-450	GPS EXPENSES	98.70	0.00
001-550-949-978	PARK & REC REFUNDS	390.00	0.00
015-505-604-330	CELL PHONE/POSTAGE	153.07	0.00
015-505-690-450	GPS EXPENSES	32.90	0.00
022-322-525-231	GAS & OIL	3,031.12	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	416.47	0.00
022-322-600-364	BILLING SERVICES	263.00	0.00
022-322-604-330	COMMUNICATIONS	44.35	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	3,759.63	0.00
022-322-630-400	EQUIPMENT REPAIR &	1,163.69	0.00
022-322-691-450	GPS EXPENSES	477.05	0.00
022-322-820-872	PRINCIPAL-SWEEPER	3,546.08	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	117,342.43	0.00
022-322-830-873	INTEREST	18,904.77	0.00
303-600-600-309	LEGAL AND PROF SVCS E	2,173.25	0.00
377-318-600-309	LEGAL EXPENSES	1,246.00	0.00
380-551-600-945	CORNERSTONE PROFESS	83,712.00	0.00
610-000-147-656	DUE TO GOVERNMENT	11,865.35	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	26,727.46	0.00
630-000-147-664	DUE TO VISITORS/CONV.	20,045.60	0.00
630-000-148-655	DUE TO OCEDA	20,045.60	0.00
	Grand Total:	**460,561.38**	**26,812.50**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		460,561.38	26,812.50
	Grand Total:	**460,561.38**	**26,812.50**

Starkville
UTILITIES

200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	4		INNOVATIVE BROADCAST SERVICE									
INV-876	05/20/20	0	Contractor-Wastewater SCADA		06/03/20	1365.00		.00	ACH			
				VENDOR TOTAL:			1365.00					
VENDOR:	6		MOMAR, INC.									
339955	05/26/20	3979	Supplies		06/03/20	264.23		.00	CHK			
				VENDOR TOTAL:			264.23					
VENDOR:	57		ALLIED UNIVERSAL CORPORATION									
1627067,1627068,	05/21/20	3926	Supplies		06/03/20	2286.18		.00	ACH			
629000	05/21/20	3813	Material		06/03/20	2028.90		.00	ACH			
				VENDOR TOTAL:			4315.08					
VENDOR:	76		APAC MISSISSIPPI, INC.									
4000096526	05/21/20	3965	Asphalt		06/03/20	435.86		.00	ACH			
4000096786	05/21/20	3965	Repair		06/03/20	876.86		.00	ACH			
				VENDOR TOTAL:			1312.72					
VENDOR:	124		ATMOS ENERGY									
3020752702-5/20	05/20/20	0	Utility bill		06/03/20	74.17		.00	ACH			
3020752962-5/20	05/20/20	0	Utility bill		06/03/20	54.61		.00	ACH			
				VENDOR TOTAL:			128.78					
VENDOR:	202		BELL BUILDING SUPPLY									
286679	05/21/20	3963	Supplies		06/03/20	17.38		.00	ACH			
287294	05/26/20	3973	Supplies		06/03/20	21.98		.00	ACH			
				VENDOR TOTAL:			39.36					
VENDOR:	220		CENTRAL PIPE SUPPLY									
100216411.001	05/21/20	3943	Meter Box		06/03/20	350.00		.00	ACH			
100217049	05/21/20	3961	Parts		06/03/20	1800.00		.00	ACH			
				VENDOR TOTAL:			2150.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY									
3101515	05/26/20	3925	Parts		06/03/20	1426.88	.00	CHK			
3101584	05/26/20	3936	Parts		06/03/20	2760.00	.00	CHK			
3101625	05/26/20	3945	Parts		06/03/20	654.00	.00	CHK			
3101654	05/26/20	3954	Parts		06/03/20	2430.00	.00	CHK			
3101688	05/26/20	3959	Parts		06/03/20	1565.00	.00	CHK			
				VENDOR TOTAL:		8835.88					
VENDOR:	450	ENVIRO-LABS, INC.									
3998	05/26/20	3981	Lab Testing		06/03/20	439.00	.00	ACH			
				VENDOR TOTAL:		439.00					
VENDOR:	454	ESRI									
93829527	05/20/20	0	ESRI Mapping Software		06/03/20	4545.00	.00	ACH			
				VENDOR TOTAL:		4545.00					
VENDOR:	496	EAST MISS LUMBER									
51377	05/21/20	3964	Parts		06/03/20	129.99	.00	CHK			
				VENDOR TOTAL:		129.99					
VENDOR:	620	G & C SUPPLY CO., INC.									
6775664	05/26/20	3937	Parts		06/03/20	3430.00	.00	ACH			
				VENDOR TOTAL:		3430.00					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-123981	05/21/20	3935	Repair Tire		06/03/20	169.45	.00	CHK			
				VENDOR TOTAL:		169.45					
VENDOR:	702	HACH									
11962490	05/21/20	3955	Lab Supplies		06/03/20	493.29	.00	ACH			
				VENDOR TOTAL:		493.29					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE								
318996,319003	05/21/20	3971 Landfill Trash and Dirt		06/03/20	4939.11	.00	ACH			
			VENDOR TOTAL:		4939.11					
VENDOR:	1035	KANSAS CITY SOUTHERN								
1600086435	05/26/20	0 Annual Billing		06/03/20	1.96	.00	ACH			
			VENDOR TOTAL:		1.96					
VENDOR:	1106	LESLIE DEAN								
032-035	05/26/20	0 Maintenance, Repairs		06/03/20	1738.00	.00	ACH			
			VENDOR TOTAL:		1738.00					
VENDOR:	1192	LYLE MACHINERY								
6777	05/26/20	3836 Repairs to BobCat and Backho		06/03/20	5000.00	.00	ACH			
			VENDOR TOTAL:		5000.00					
VENDOR:	1205	LOWE'S								
10011	05/21/20	3970 Supplies		06/03/20	56.96	.00	CHK			
			VENDOR TOTAL:		56.96					
VENDOR:	1366	MS CROSS CONNECTION								
29593	05/26/20	3977 CCC Program		06/03/20	278.00	.00	ACH			
			VENDOR TOTAL:		278.00					
VENDOR:	1392	NUNLEY TRUCKING CO, INC.								
28212	05/26/20	3975 3 Loads of Crushing Run		06/03/20	2451.03	.00	CHK			
			VENDOR TOTAL:		2451.03					
VENDOR:	1525	OKTIBBEHA COUNTY COOP								
560903	05/21/20	3958 Supplies		06/03/20	29.99	.00	ACH			
			VENDOR TOTAL:		29.99					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1800		RACKLEY OIL, INC.								
530542	05/26/20	3967	Fuel		06/03/20	138.66	.00	ACH			
				VENDOR TOTAL:		138.66					
VENDOR:	1886		STATE INDUSTRIAL PRODUCTS CP								
50320	05/21/20	3974	Balance for State Chemicals		06/03/20	190.19	.00	CHK			
				VENDOR TOTAL:		190.19					
VENDOR:	1892		S&N AIROFLO INC								
17883	05/26/20	3978	Aerator Rental		06/03/20	2400.00	.00	CHK			
				VENDOR TOTAL:		2400.00					
VENDOR:	1909		STARKVILLE ELEC - UTILITIES								
MAY 2020	05/26/20	0	Utility bills		06/03/20	48185.95	.00	DFT			
				VENDOR TOTAL:		48185.95					
VENDOR:	1945		SULLIVAN'S OFFICE SUPPLY								
54702	05/26/20	3956	Office Supplies		06/03/20	86.64	.00	ACH			
54910	05/26/20	3972	Supplies		06/03/20	36.16	.00	ACH			
				VENDOR TOTAL:		122.80					
VENDOR:	2104		UPS								
24W1X6190	05/20/20	0	Postage		06/03/20	30.44	.00	CHK			
24W1X6200	05/26/20	0	Postage		06/03/20	30.45	.00	CHK			
				VENDOR TOTAL:		60.89					
VENDOR:	2202		WAYPOINT ANALYTICAL								
1052039	05/21/20	3940	Analysis		06/03/20	252.00	.00	ACH			
1052175	05/26/20	3940	Analysis		06/03/20	252.00	.00	ACH			
				VENDOR TOTAL:		504.00					
VENDOR:	9909777		EFFICACY SOLUTIONS LLC								
2020003	05/26/20	0	Contract labor		06/03/20	4266.60	.00	ACH			
				VENDOR TOTAL:		4266.60					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
			GRAND TOTAL:		97981.92					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	134	ATWELL & GENT, P.A.									
9463	05/20/20	0	Engineering Services		06/03/20	4310.00	.00	ACH			
9464	05/20/20	0	Engineering Services		06/03/20	4270.00	.00	ACH			
9465	05/20/20	0	Engineering Services		06/03/20	43786.34	.00	ACH			
9466	05/20/20	0	Engineering Services		06/03/20	7490.00	.00	ACH			
9467	05/20/20	0	Engineering Services		06/03/20	1610.00	.00	ACH			
				VENDOR TOTAL:		61466.34					
VENDOR:	227	BULLDOG TOWING, LLC									
40889	05/26/20	9264	Towing		06/03/20	550.00	.00	CHK			
				VENDOR TOTAL:		550.00					
VENDOR:	284	CHANCELLOR CONSTRUCTION, LLC									
RFP #3 - 5/06/20	05/20/20	0	Substation Construction		06/03/20	1162054.45	.00	ACH			
				VENDOR TOTAL:		1162054.45					
VENDOR:	318	CLAYTON VILLAGE MINI STG									
5/21/20	05/26/20	0	Storage unit rental		06/03/20	115.00	.00	ACH			
				VENDOR TOTAL:		115.00					
VENDOR:	356	THE CLINIC AT ELM LAKE PA									
26346	05/20/20	0	Employee Screening		06/03/20	30.00	.00	ACH			
				VENDOR TOTAL:		30.00					
VENDOR:	400	IVY AUTO PARTS									
638852	05/26/20	9266	Parts		06/03/20	68.44	.00	ACH			
				VENDOR TOTAL:		68.44					
VENDOR:	616	FUELMAN									
NP58230311	05/20/20	0	Fuel		06/03/20	1620.07	.00	CHK			
NP58256868	05/26/20	0	Fuel		06/03/20	1103.19	.00	CHK			
				VENDOR TOTAL:		2723.26					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	691		GATEWAY TIRE&SERVICE CENTER								
1018-124395	05/26/20	9265	Repairs		06/03/20	50.35	.00	CHK			
				VENDOR TOTAL:		50.35					
VENDOR:	809		HOWARD INDUSTRIES, INC.								
874429, 875195	05/26/20	9058	Substation Voltage Regulator		06/03/20	187376.00	.00	ACH			
				VENDOR TOTAL:		187376.00					
VENDOR:	907		INDOFF, INC.								
3369944	05/26/20	9267	Supplies		06/03/20	131.51	.00	ACH			
				VENDOR TOTAL:		131.51					
VENDOR:	1010		JT RAY COMPANY								
200515-0362	05/20/20	0	Copier service		06/03/20	30.00	.00	ACH			
				VENDOR TOTAL:		30.00					
VENDOR:	1106		LESLIE DEAN								
037	05/26/20	0	Maintenance		06/03/20	250.00	.00	ACH			
				VENDOR TOTAL:		250.00					
VENDOR:	1205		LOWE'S								
5/08-5/13/20	05/26/20	9277	Parts, Materials		06/03/20	456.85	.00	CHK			
				VENDOR TOTAL:		456.85					
VENDOR:	1305		NEXAIR, LLC								
07792886	05/26/20	9275	Gas cylinder rentals		06/03/20	49.34	.00	ACH			
				VENDOR TOTAL:		49.34					
VENDOR:	1335		VERIZON CONNECT NWF, INC								
OSV000002098126	05/20/20	0	Vehicle GPS Services-CITY206		06/03/20	878.42	.00	CHK			
				VENDOR TOTAL:		878.42					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1394		NARRATIVE 12 LLC								
5/26/20	05/26/20	0	Consulting		06/03/20	4750.00	.00	ACH			
				VENDOR TOTAL:		4750.00					
VENDOR:	1400		NESCO								
8464.1, 8586.1	05/26/20	9268	Materials		06/03/20	733.70	.00	ACH			
				VENDOR TOTAL:		733.70					
VENDOR:	1525		OKTIBBEHA CO. CO-OP								
563718	05/26/20	9271	Chemicals		06/03/20	188.82	.00	ACH			
				VENDOR TOTAL:		188.82					
VENDOR:	1536		PALMER'S SERVICE CENTER LLC								
5/26/20 STMT	05/26/20	9287	Vehicle repairs		06/03/20	3859.40	.00	ACH			
				VENDOR TOTAL:		3859.40					
VENDOR:	1623		POWERSTROKE EQUIPMENT INC								
4513	05/26/20	9270	Repairs		06/03/20	57.49	.00	ACH			
				VENDOR TOTAL:		57.49					
VENDOR:	1626		NOVUS GLASS								
09901	05/26/20	9281	Repairs		06/03/20	255.00	.00	CHK			
				VENDOR TOTAL:		255.00					
VENDOR:	1818		UNITED RENTALS, INC.								
163327879-020	05/26/20	9283	Equipment rental		06/03/20	1395.01	.00	ACH			
				VENDOR TOTAL:		1395.01					
VENDOR:	1823		RENASANT INSURANCE, INC.								
1063384, 1063385	05/20/20	0	Employee surety bond		06/03/20	350.00	.00	CHK			
				VENDOR TOTAL:		350.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1887		S & S LINE SERVICE INC								
2130-2131	05/20/20	0	ROW Clearing		06/03/20	6505.60	.00	ACH			
2132-2133	05/20/20	0	ROW Clearing		06/03/20	6505.60	.00	ACH			
				VENDOR TOTAL:		13011.20					
VENDOR:	1910		STARKVILLE ELEC-UTILITY BILL								
MAY 2020	05/26/20	0	Utility bills		06/03/20	254.81	.00	DFT			
				VENDOR TOTAL:		254.81					
VENDOR:	1914		SPX TRANSFORMER SOLUTIONS								
80023021	05/26/20	0	Autotransformer		06/03/20	60316.00	.00	ACH			
				VENDOR TOTAL:		60316.00					
VENDOR:	1943		SOUTHERN TELECOMMUNICATIONS								
APR 2020	05/20/20	0	Phone bill		06/03/20	351.30	.00	CHK			
				VENDOR TOTAL:		351.30					
VENDOR:	2104		UPS								
12031F190	05/20/20	0	Postage		06/03/20	6.30	.00	CHK			
				VENDOR TOTAL:		6.30					
VENDOR:	2110		US POSTAL SERVICE								
MAY 2020	05/20/20	0	Postage due-Acct#2610127		06/03/20	300.00	.00	CHK			
				VENDOR TOTAL:		300.00					
VENDOR:	2120		YOUNG WELDING SUPPLY, INC.								
00365307	05/26/20	9276	Gas cylinder rentals		06/03/20	53.82	.00	ACH			
				VENDOR TOTAL:		53.82					
VENDOR:	2300		WALMART COMMUNITY BRC								
5/16/20 STMT	05/20/20	0	Office Supplies		06/03/20	88.70	.00	CHK			
				VENDOR TOTAL:		88.70					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2327		WAUKAWAY DISTRIBUTORS, INC.									
59116	05/20/20	0	Water		06/03/20	16.40		.00	ACH			
				VENDOR TOTAL:			16.40					
VENDOR:	99009772		FEDCORP INTEGRATED SOLUTIONS									
INV15492	05/20/20	0	Drive thru repairs		06/03/20	302.00		.00	CHK			
				VENDOR TOTAL:			302.00					
				GRAND TOTAL:			1502519.91					

AGENDA ITEM DEPT: Parks and Recreation

CITY OF STARKVILLE **AGENDA DATE:** June 2, 2020

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request approval of Change Order No. 1 as a deduct to the original contract in the amount of $13,922.19. With approval, the original contract amount will be reduced from $3,918,704.00 to $3,904,781.81. The change order reflects value engineering efforts for cost savings related grading and drainage and updates for complying with the latest City permitting requirements. The time of completion for work did not change.

AMOUNT & SOURCE OF FUNDING: Capital Improvement Bonds

REQUESTING DEPARTMENT:

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

A copy of the change order is attached and provided to the Board for the work session and subsequent Board of Alderman meeting for approval.

STAFF RECOMMENDATION:

SUGGESTED MOTION:
Move to approve Change Order No. 1 as a deduct to the original contract in the amount of $13,922.19.

CONTRACT CHANGE ORDER

OWNER: City of Starkville

CONTRACTOR: SB Construction, LLC

DATE: 05/26/20

CHANGE ORDER NO. 01 PROJECT NO.: NS:15405

PROJECT NAME: Cornerstone Sports Park Phase 1

REASON FOR CHANGE: Value Engineering and Owner's departmental reviews have been incorporated in an "Issued for Construction" set of construction plans with adjustments to total contract price provided below.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

REVISED QUANTITY AND AMOUNT					
ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL CONTRACT
CO1-1	Clearing/Grubbing	LS	1	($3,000.00)	($3,000.00)
CO1-2	Unclassified Excavation	CY	2,987	2.53	$7,557.11
CO1-3	Storm Drain Piping	LS	1	$860.00	$860.00
CO1-4	Inlets	LS	1	$12,887.00	$12,887.00
CO1-5	Sed Basin Outlet Structure	LS	1	($3,162.00)	($3,162.00)
CO1-6	Geotextile Roadway	LS	1	$133.00	$133.00
CO1-7	610 Stone Base	TN	19	34.40	$653.00
CO1-8	3C Clay Gravel	TN	9	22.90	$206.10
CO1-9	Retaining Wall	LS	1	($82,902.00)	($82,902.00)
CO1-10	Concrete Rolled Mat	LS	1	$8,988.00	$8,988.00
CO1-11	Construction Surveys	LS	1	$1,820.00	$1,820.00
CO1-12	Concrete Flume	LS	1	$29,087.00	$29,087.00
NET INCREASE/DECREASE THIS CHANGE ORDER					($13,922.19)
CURRENT CONTRACT AMOUNT					$3,918,704.00
DECREASE PER CHANGE ORDER NUMBER					($13,922.19)
REVISED CONTRACT AMOUNT					$3,904,781.81

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: ______________ 5/26/20
ENGINEER DATE

ACCEPTED BY: ______________ 5-27-2020
CONTRACTOR DATE

APPROVED BY: ______________ ______________
OWNER DATE

AGENDA ITEM NO:
AGENDA DATE: June 2, 2020
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to offer the TVA Back to Business Credit Program to eligible business customers who have experienced operational and economic impacts due to the COVID-19 pandemic.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to offer the TVA Back to Business Credit Program to eligible business customers.

TVA BACK TO BUSINESS CREDIT PROGRAM AGREEMENT

Introduction

The World Health Organization declared COVID-19 a pandemic (“**Pandemic**”) on March 11, 2020. The Pandemic has created and will continue to create significant financial hardship for many industries, businesses, and people of the Valley in the seven-state regions that TVA serves.

To aid distributors of TVA power (“**Distributors**”) in supporting their customers, TVA’s Back to Business Credit Program (“**Program**”) is designed to help mitigate the operational and economic impact of the Pandemic on certain large Distributor customers seeking to restart normal commercial operations. The Program will provide power bill credits (“**Program Credits**”) to Distributor through TVA’s wholesale power invoice (“**Power Invoice**”), which Distributor then will provide to Eligible Customers (as defined below).

Program Eligibility

Distributor-served customers with contract demands greater than 5,000 kW, and Distributor customers served under schedules TDGSA and TDMSA which meet the Program Criteria described in the TVA Back to Business Credit Program Guidelines (“**Guidelines**”) are “**Eligible Customers**” for purposes of this Program. Eligible Customers will not include any Distributor-served customers participating in any marginally cost-based power programs, such as Real-Time Pricing, Start-Up and Testing Power, and Real-Time Energy.

Program Implementation and Management

Distributor will:

a. identify Eligible Customers to TVA;
b. provide to TVA any customer information required for TVA to calculate Program Credits;
c. comply with all implementation guidance, guidelines, and requirements set forth by TVA, which TVA may update from time-to-time as Pandemic conditions continue to evolve; and
d. as soon as feasible, add to the designated Eligible Customer’s power bill an amount equal to the corresponding Program Credit provided by TVA on its wholesale power invoice to Distributor.

TVA will:

a. calculate each Eligible Customer’s monthly Program Credit, if any;
b. provide to Distributor implementation guidance, guidelines, and requirements;
c. provide to Distributor materials describing how TVA determines customer eligibility and applicable Program Credits, which Distributor may use with potential Eligible Customers; and
d. add itemized Eligible Customer Program Credits to Distributor’s monthly wholesale power invoice, which Distributor must pass onto each Eligible Customer, in accordance with Distributor’s obligations under this Agreement.

Incorporation of Attachments

The Guidelines attached to this Agreement are an integral part of this Agreement. In the event of any conflict between the body of this Agreement and the Guidelines, the former controls.

Effective Date and Term

The term of this Agreement begins on its Effective Date (defined below) and will terminate at the end of Distributor’s September 2020 billing month.

Distributor Information - all fields must be completed		
Distributor Legal Name: CITY OF STARKVILLE, MISSISSIPPI		
Representative Name:	**Representative Title:**	
Representative certifies that (s)he is a duly authorized representative of Distributor. By signing this Agreement, Representative certifies that (s)he has read, understands, and agrees that Distributor is bound by the terms and conditions set forth in this Agreement.		
Representative Signature:	This Agreement is effective on the date of TVA's signature below (the "**Effective Date**").	

This area is for TVA use only		
Contract No.:		
TVA Signature:	**TVA Signatory Title:** Director, Power Customer Contracts	

BACK TO BUSINESS CREDIT PROGRAM GUIDELINES
APRIL 2020

Program Criteria:	The Program will apply to eligible customers known to be operating at reduced levels due to COVID-19 as compared to before March 2020. If Distributor elects to participate in the Program, Distributor must make the Program available to all of its eligible customers that meet the Program criteria, and Distributor must implement the wholesale power rate schedule in accordance with the standard billing arrangement. Customer is responsible for paying all sums due and payable to the Distributor net of the Credit amount.
Program Administration:	Distributor will determine which of its customers are eligible for participation. Distributor will complete and submit to TVA a standard form with the required parameters to administer the Program. TVA will accept forms for the billing month of April 2020 through Friday, May 8, 2020. For all other months, TVA will accept forms through the 27th of the billing month. Distributor should submit all forms to TVA using the electronic mailbox Back_to_Business@tva.gov and provide a copy to their TVA customer service representative to verify participation.
Program Timing:	The Program will apply to power invoices issued for electric usage from April 1, 2020 through September 30, 2020.
Credit Timing:	To expedite relief to the customer, TVA will attempt to place Credits earned in a month on that same month's wholesale power invoice. When TVA cannot place a Credit on the same month's invoice, the Credit will be issued on the following month's invoice. Distributor is required to reflect the Credit it receives from TVA on the customer's next power invoice, time permitting.
Baseline Demand Calculation:	For each billing period during the Program, TVA will establish for each eligible customer a baseline on-peak demand quantity ("**Baseline Demand**"). TVA will set an initial Baseline Demand equal to the average of the customer's 18 highest 30-minute on-peak demands in the full calendar week immediately preceding the week in which the customer begins returning to pre-pandemic operations. TVA will use the re-start date provided by the Distributor to determine the appropriate calendar week to establish the initial demand. TVA will verify the validity of the re-start date by evaluating the customer's interval load data. If there is a discrepancy, TVA will use the best available information to establish the initial demand. Subsequent Baseline Demands will be equal to the customer's highest on-peak metered demand in the prior billing period.

Credit Calculation:	For each billing period during the Program that an eligible customer's highest on-peak metered demand exceeds 110% of its Baseline Demand, the Credit amount will equal the monthly "**Credit Demand**" multiplied by the monthly "**Credit Multiplier**," where The Credit Demand is the difference between the customer's highest on-peak metered demand in the billing period and its Baseline Demand and, The Credit Multiplier is the difference between the customer's retail on-peak demand rate and TVA's charge for firm point-to-point transmission service, plus all applicable ancillary service charges, adjusted for additional losses, which will not exceed \$2.63/kW-Mo. For each billing period that an eligible customer's highest on-peak metered demand is less than or equal to 110% of its Baseline Demand, the Credit amount will be zero.