

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, August 6, 2019, 6:00 p.m.**



COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a **Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting**, or May Speak During the Communications From Persons Present.
- II. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - Speak to the City Council with Civility and Decorum.
- III. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JULY 16, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 24, 2019
4. CONSIDERATION OF MINUTES OF THE JULY 16, 2019 EXECUTIVE SESSION – PERSONNEL AND SECURITY

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5. CONSIDERATION OF BILLS AND CLAIMS
6. INTRODUCTION AND SWEARING IN OF NEW COUNCILMEMBER
 - A. Introduction of New Ward III Councilmember
 - B. City Clerk Issues Oath of Office to Newly-Elected Councilmember
 - C. **Introduction of Councilmember’s Family & Friends/Councilmember’s Comments**
7. BRIGHT SPOTS IN OUR COMMUNITY – CASPER YOUTH BASEBALL
8. COMMUNICATIONS
 - A. From Persons Present
9. ESTABLISH DATE OF PUBLIC HEARINGS
 - A. Consent
 1. Establish August 20, 2019, as the Public Hearing Date for Consideration of:
 - a. Approving the City-initiated **Annexation of the Green Valley Mobile Home Park**, Comprising 14-Acres, More or Less, Located at 2760 South Robertson Road.
 - b. Adoption of **Fiscal Year 2020 Budget Amendment.**
 2. Establish September 17, 2019, as the Public Hearing Date for Consideration of:
 - a. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Green Valley Mobile Home Park**, Complies with W.S. 15-1-402.
10. PUBLIC HEARINGS
 - A. Ordinance
 1. **Rezone** of Lots 25-26, Block 8, East Burlington Addition, From M-1 (Limited Industrial) and C-2 (General Business), to Entirely C-2 (General Business), Located at **442 North Lennox.**

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10. PUBLIC HEARINGS (continued)

A. Ordinance

2. **Zone Change** of the **Former North Casper Elementary School**, on Lots 51-69 and 151-169, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, and Vacated alley Adjacent to Lots 51 through 64 and Lots 151 through 164, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, being also described as the North 350 Feet of the alley within Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, from Ed (Educational District) zoning to C-2 (General Business), located at **1014 Glenarm Street**.
3. Amending Chapter 10.72 – Article I. – **Parades** of the Casper Municipal Code.
4. Amending Chapter 8.04 – **Businesses Affecting Public Health** of the Casper Municipal Code.

11. THIRD READING ORDINANCES

A. Amending Section 17.12.124 of the Casper Municipal Code Pertaining to **Wireless Communication Facilities**.

1. Communications from Persons Present

B. Amending Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code Regarding **Mobile Vendor Parking**.

1. Communications from Persons Present

12. RESOLUTIONS

A. Rescinding Resolution No. 18-259 and Authorizing a new Resolution for the **Event Policy Guide** as Revised.

B. Consent

1. Authorizing the City of Casper to join the **State of Wyoming’s Group Insurance** as of January 1, 2020.
2. Authorizing the Purchase of **Two Paratransit Buses** for use in the City’s Transit System from **Creative Bus Sales**, in an Amount of \$149,182, and **Options to Purchase Two Additional, Identical Vehicles** Over the Next Four (4) Years.

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12. RESOLUTIONS (continued)

B. Consent

3. **Initiating the Annexation** of Multiple Unincorporated Properties Located Generally West of South Poplar Street, and South of SW Wyoming Boulevard, in the **South Garden Creek Acres Addition and South Garden Creek Acres No. 2 Addition**.
4. **Initiating the Annexation** of Multiple Unincorporated Properties Located **Generally East of Robertson Road, North of the Robertson Road Bridge, and South of the Green Valley Mobile Home Park** at 2760 South Robertson Road.
5. Authorizing a Contract with **Venture Technologies** to **Upgrade the Existing 911 Phone System and Provide Five Year Maintenance Coverage** on Software and Hardware.
6. Authorizing the Filing of Applications with the **Federal Transit Administration** for **Federal Transportation Assistance** Authorized by 49 U.S.C. Chapter 53, Title 23 United States Code, and Other Federal Statutes Administered by the Federal Transit Administration.
7. Authorizing the **Release of Local Assessment District Lien** on the Properties Listed on the Exhibit Dated July 8, 2019.
8. Authorizing the **Release of Demolition Lien** on the Properties Listed on the Exhibit Dated July 9, 2019.
9. Authorizing an Agreement for **Public Safety Dispatching and Enhanced 911 Service** with the **Town of Mills, Midwest, Evansville; Natrona County; and the Natrona County Fire Protection District**.
10. Authorizing the Approval of the **Credit Card Merchant Processor** Contract with **Valli Information System**.

13. MINUTE ACTION

A. Consent

1. Acknowledge a Name Change for **Restaurant Liquor License No. 31** from Himalayan Indian Cuisine, LLC to **Himalayan Cuisine, LLC**, located at 232 East 2nd Street.

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13. MINUTE ACTION (continued)

A. Consent

2. Authorizing the Purchase of One (1) New **Four Wheel Steering Street Sweeper**, from **Hardline Equipment Company, Commerce City, Colorado**, in the Total Amount of \$269,332, for Use by the Solid Waste Division of the Public Services Department.
3. Authorizing the Appointment of **Dr. A. Christie Nelson** to the **Casper Natrona County Health Department Board**.

14. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL

15. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND PROPERTY ACQUISITION

16. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, August 20, 2019– Council Chambers

6:00 p.m. Tuesday, September 3, 2019 – Council Chambers

Work sessions

4:30 p.m. Tuesday, August 13, 2019 – Council Meeting Room

4:30 p.m. Tuesday, August 27, 2019– Council Meeting Room

ZONING CLASSIFICATIONS

FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay
HO	Historic Overlay	ED	Education
OB	Office Business	OYD	Old Yellowstone District

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
July 16, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, July 16, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Lutz, and Pacheco. Absent: Mayor Powell.

Moved by Councilmember Huber, seconded by Councilmember Freel, to, by minute action, excuse the absence of Mayor Powell. Motion passed.

2. PLEDGE OF ALLEGIANCE

Citizen Brad Hopkins the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Bates, to, by minute action, approve the minutes of the July 2, 2019, regular Council meeting, as published in the Casper-Star Tribune on July 12, 2019. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Lutz, to, by minute action, approve the minutes of the July 2, 2019, executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Huber, seconded by Councilmember Hopkins, to, by minute action, approve payment of the July 16, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 07/16/19		
71Construction	Projects	\$243,543.93
AakerSigns	Goods	\$4,909.85
AHiatt	Reimb	\$35.97
AllianceElec	Services	\$759.78
AMBI	Services	\$980.58
Ameritech	Services	\$337.50
AtIntcElect	Services	\$2,307.94
Balefill	Services	\$43,293.75
BankOfAmerica	Goods	\$187,401.84
Brenntag	Goods	\$45,793.33
BWilladson	Reimb	\$21.90
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$783,754.59
CATC	Funding	\$115,573.33
Centurylink	Services	\$3,337.45
Ch2mhill	Svc	\$15,587.13

Ch2mHill	Services	\$36,896.90
CityofCasper	Services	\$6,792.23
CitySvcElct	Reprs	\$6,220.00
CollectionCenter	Services	\$1,146.31
CommTech	Goods	\$3,803.56
Comtronix	Services	\$3,486.55
CrimeScene	Services	\$109.87
Dell	Goods	\$1,801.12
DPCIndustries	Goods	\$7,020.97
DvdsnFxdMgmt	Services	\$4,077.13
EnvisionElect	Services	\$500.00
FHiday	Reimb	\$306.28
FirstData	Services	\$4,302.29
FiveTrls	Services	\$350.00
Galls	Uniforms	\$7,118.25
GFOA	Dues	\$305.00
GilesTransport	Svc	\$665.00
GlobalSpect	Funding	\$82,909.91
GMarshInc	Services	\$25,270.88
GolderAssociates	Services	\$13,835.00
GrizzlyExcavating	Projects	\$154,773.80
GrzzlyExc	Retain	\$4,149.70
Hach	Goods	\$1,136.40
HDR Engineering	Projects	\$7,909.32
Hein-Bond	Services	\$19,829.81
HingeStudio	Services	\$2,303.50
Hitek	Services	\$4,112.00
Homax	Goods	\$44,711.28
HWalling	Refund	\$410.00
ImsInfastrct	Software	\$5,756.25
InternalRevenueService	Tax	\$2,143.73
JSpeiser	Reimb	\$531.70
JStowers	Reimb	\$61.11
JTLGroup	Services	\$136,690.44
JWilhelm	Reimb	\$31.10
Kone	Services	\$2886.44
Krohne	Supplies	\$19,919.00
LawOffHMYoungJr	Services	\$4,050.00
LisasSpicnSpan	Services	\$551.00
LongBuildingTech	Services	\$7,307.20
MAnderson	Services	\$75.00
McMurryReadyMix	Goods	\$719.88
MidIndImp	Parts	\$52,636.00
MillsPolice	Services	\$80.00

Monson	Services	\$3,680.68
Motorola	Services	\$162,551.67
MtnWest	Services	\$503.74
MunCodeCcl	Services	\$450.00
NationalBenefitServices	Services	\$408.70
NCSheriffsOffice	Funding	\$139,506.95
OneCall	Services	\$385.35
PMCH	Services	\$20,000.00
PostalPros	Services	\$233.16
Printworks	Supp	\$246.50
RRMgmt	Fees	\$1,453.97
RamshornConstruction	Projects	\$446,489.55
RKREnt	Services	\$1,355.00
RockyMtnPower	Services	\$57,458.22
RootrSwr	Svc	\$17,030.03
Saltus	Services	\$11,600.00
ScienceZne	Funds	\$207,682.09
SkylineRanches	Services	\$76.17
StarTribune	Services	\$153.96
Stealth	Services	\$49,857.97
StotzEquipment	Goods	\$6,580.99
SWL	Services	\$1,093.20
TransmissionDist	Supplies	\$51,138.08
TSorensen	Services	\$362.25
Unifrms2gear	Supplies	\$598.42
UWExtension	Services	\$436.48
Wamco	Tests	\$1,800.00
WardwellWater&Sewer	Services	\$14.00
WasteWaterTreatment	Funding	\$346,025.30
WayneColemanConstruction	Projects	\$25,923.07
Webware	Services	\$4,680.00
WesternWaterConsult	Services	\$43,812.97
WestlandPark	Services	\$1,544.04
WH LLC	Services	\$2,452.50
WstrnStsFire	Supp	\$2,805.00
Wycomp	Services	\$1,015.20
WyDeptEmployment	Services	\$6.53
Wynotary	Services	\$30.00
		\$3,738,947.52
Conflict Claim – Charlie Powell	Travel	
	Reimbursement	\$512.30

5.a CONFLICT CLAIM

Moved by Councilmember Bates, seconded by Councilmember Pacheco, to, by minute action, approve payment of the July 16, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

6. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Craig Sheets, regarding various safety issues; Paul Paad, 2781 Cherokee, thanking Council for reviewing the parade insurance requirements; Keith Goodenough, 333 S. Socony, clarifying details regarding Masterson Place, stating his intent to apply for the Ward III Council vacancy, and sharing his thoughts on executive sessions; Keith Rolland, 542 S. Durbin, sharing his concerns about City staff; and Jamie Bates, Indian Paintbrush, **speaking regarding women's and First Amendment rights**, urging Council to carefully consider the ethics code, to revisit the speed limit on 2nd between McKinley and Kimball, and to improve the webpage to include jurisdictional information for streets, potholes, lights, etc.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Freel, seconded by Councilmember Huber, to, by minute action: establish August 6, 2019, as the public hearing date for the consideration of:

- a. rezone of Lots 25-26, Block 8, East Burlington Addition, From M-1 (Limited Industrial) and C-2 (General Business), to entirely C-2 (General Business), located at 442 North Lennox;
- b. zone change of the former North Casper Elementary School, on Lots 51-69 and 151-169, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, and vacated alley adjacent to Lots 51 through 64 and Lots 151 through 164, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, being also described as the North 350 feet of the alley within Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, from Ed (Educational District) zoning to C-2 (General Business), located at 1014 Glenarm Street;
- c. amending Chapter 10.72 – Article I. – Parades of the Casper Municipal Code; and
- d. amending Chapter 8.04 – Businesses Affecting Public Health of the Casper Municipal Code.

Motion passed.

8.A ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 18-19
AN ORDINANCE APPROVING THE FLEMING
SUBDIVISION AGREEMENT AND THE FINAL PLAT OF
FLEMING ADDITION.

WHEREAS, an application has been made for final plat approval of Fleming Addition, creating a single lot (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within a Portion of the NW1/4NE1/4, Section 3, T.33N., R.79W., 6th P.M.; and a vacation and replat of Lot 27, Keystone Addition; and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision agreements should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Fleming Addition Subdivision Agreement.

SECTION 2:

That the final plat of Fleming Addition is hereby approved under terms and conditions of the Fleming Addition Subdivision Agreement.

SECTION 3:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 18th day of June, 2019.

PASSED on 2nd reading the 2nd day of July, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 16th day of July, 2019.

Councilmember Pacheco presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Hopkins. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

8.B ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 19-19

AN ORDINANCE APPROVING A ZONE CHANGE OF BLOCK 60, LOT 9, AND THE NORTH 20-FEET OF LOT 10; AND BLOCK 60, WEST 1/2 OF LOTS 10-12, EXCEPTING THE NORTH 20-FEET OF LOT 10, CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above-described lots from zoning classifications M-1 (Limited Industrial) and C-2 (General Business), to C-3 (Central Business); and,

WHEREAS, after a public hearing on April 18, 2019, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

Block 60, Lot 9, and the north 20-feet of Lot 10; and Block 60, west 1/2 of Lots 10-12, Excepting the north 20-feet of Lot 10, Casper Addition, located directly east of the new Rescue Mission, on lots currently addressed as 221 & 227 North Park Street, are hereby rezoned from zoning classifications M-1 (Limited Industrial) and C-2 (General Business) to C-3 (Central Business).

SECTION 2:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 18th day of June, 2019.

PASSED on 2nd reading the 2nd day of July, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 16th day of July, 2019.

Councilmember Bates presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Lutz. Brad Hopkins, Executive Director of the Wyoming Rescue Mission, addressed Council. Motion passed.

9.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 21-19

AN ORDINANCE AMENDING SECTION 17.12.124 OF THE CASPER MUNICIPAL CODE PERTAINING TO WIRELESS COMMUNICATION FACILITIES.

Councilmember Freel presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Pacheco. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

9.B ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 20-19

AN ORDINANCE AMENDING CHAPTER 10.36.031 OF THE CASPER MUNICIPAL CODE.

Councilmember Pacheco presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Freel. Dave Hinton, 1035 Monte Vista, asked for further information about how his business could operate under this ordinance. City Manager Napier indicated that the Natrona County Health Department had expressed options are available and that Mr. Hinton could work directly with them. Council discussed if the City would need to make any changes to allow Mr. Hinton to operate, and generally decided that no other action is currently necessary. Councilmember Lutz shared a citizen concern about the lack of consistent enforcement of this ordinance. Councilmember Bates requested that the weekend limitations be removed. Councilmember Lutz voted nay, motion passed.

10. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-153

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 1, 2 AND 3, BLOCK 75, CASPER ADDITION, AND PARCELS DESCRIBED IN INSTRUMENTS # 551531 & 551532, CITY OF CASPER,

NATRONA COUNTY, WYOMING, LOCATED IN A PORTION OF THE NE1/4 OF THE NE1/4, SECTION 9, T.33 N.—R.79 W., 6TH P.M., TO CREATE THE ANB BANK ADDITION, AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 19-154

A RESOLUTION APPROVING THE CREATION OF A DISABILITY COUNCIL FOR THE CITY COUNCIL, ADOPTING THE BYLAWS AND APPOINTING THE OFFICERS AND MEMBERS.

RESOLUTION NO. 19-155

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CHALK BUTTES LANDSCAPING, INC., FOR THE HIGHLAND PARK CEMETERY IRRIGATION IMPROVEMENTS 2019, PROJECT NO. 19-003.

RESOLUTION NO. 19-156

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING AND SURVEYING FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MORAD PARK TO WALMART TRAIL, PROJECT NO. 18-050.

RESOLUTION NO. 19-157

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING & CONSTRUCTION, LLC, FOR THE 5TH & BEECH SANITARY SEWER REPLACEMENT, PROJECT NO. 19-024.

RESOLUTION NO. 19-158

A RESOLUTION AUTHORIZING A CONTRACT WITH BOWMAC EDUCATIONAL SERVICES/RSI TO PROVIDE CRITICAL INCIDENT MANAGMENT "SIMULATION - BASED TRAINING FOR INITIAL RESPONSE PERSONNEL" TRAIN THE TRAINER PROGRAM.

Councilmember Hopkins presented the foregoing six (6) resolutions for adoption. Seconded by Councilmember Bates. City Manager Napier provided a brief report. Motion passed.

11. MINUTE ACTION— CONSENT

Moved by Councilmember Freel, seconded by Councilmember Huber, to, by consent minute action, authorize the purchase of one (1) one-ton pickup with dump body and accessories, from Fremont Motors, in the total amount of \$48,451. Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke regarding meetings and events they attended

13. ADJOURN INTO EXECUTIVE SESSION

Mayor Pro Tem Johnson noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, July 23, **2019, in the Council's meeting room; and, a** regular Council meeting to be held at 6:00 p.m., Tuesday, August 6, 2019, in the Council Chambers.

At 6:47 p.m., it was moved Councilmember Huber, seconded by Bates, to adjourn into executive session to discuss personnel and security. Motion passed. Council moved into the Council meeting room.

At 7:46 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Freel, to adjourn the executive session. Council returned to the Council Chambers.

14. ADJOURNMENT

At 7:47 p.m., it was moved by Councilmember Huber, seconded by Councilmember Freel, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Shawn Johnson
Mayor Pro Tem

Bills and Claims Report - Casper City Council - August 6, 2019

0970 CED

0970 CED	Regional Water Operations	Control rm lighting LED	\$188.02
0970 CED	Regional Water Operations	Light bulbs for building	\$825.00
0970 CED	Regional Water Operations	Move Roof Antenna	\$34.24
<i>0970 CED - Total For Regional Water Operations</i>			<i>\$1,047.26</i>

0970 CED - ALL DEPARTMENTS

\$1,047.26

360TRAINING.COM

360TRAINING.COM	Fleet Maintenance Fund	purchased training for taking the test	\$99.99
<i>360TRAINING.COM - Total For Fleet Maintenance Fund</i>			<i>\$99.99</i>

360TRAINING.COM - ALL DEPARTMENTS

\$99.99

6042 Dominos Pizza

6042 Dominos Pizza	Police Administration	FAST FOOD RESTAURANTS	\$37.74
<i>6042 Dominos Pizza - Total For Police Administration</i>			<i>\$37.74</i>

6042 Dominos Pizza - ALL DEPARTMENTS

\$37.74

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Balefill - Dispatch	Pay App. 1- Project 18-011	\$71,760.00
<i>71 CONSTRUCTION, INC - Total For Balefill - Dispatch</i>			<i>\$71,760.00</i>

71 CONSTRUCTION, INC	Capital Projects Fund	18-080- Pay application #2	120,827.43
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			<i>\$120,827.43</i>

71 CONSTRUCTION, INC	Sewer Fund - Collection	8th and Jackson Sewer 19-017	\$90,181.95
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71 CONSTRUCTION, INC	Sewer Fund - Collection	18-080- Pay application #2	\$44,687.81
<i>71 CONSTRUCTION, INC - Total For Sewer Fund - Collection</i>			<i>\$134,869.76</i>

71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$22,355.40
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71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$27,101.79
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$49,457.19</i>

71 CONSTRUCTION, INC - ALL DEPARTMENTS

\$376,914.38

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Manager	Postage	\$2.25
<i>A.M.B.I. & SHIPPING, - Total For City Manager</i>			\$2.25
A.M.B.I. & SHIPPING,	Council	Postage	\$2.40
<i>A.M.B.I. & SHIPPING, - Total For Council</i>			\$2.40
A.M.B.I. & SHIPPING,	Engineering	Postage	\$13.95
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			\$13.95
A.M.B.I. & SHIPPING,	Fire Administration	Postage	\$64.80
<i>A.M.B.I. & SHIPPING, - Total For Fire Administration</i>			\$64.80
A.M.B.I. & SHIPPING,	Ft. Caspar	Postage	\$5.40
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar</i>			\$5.40
A.M.B.I. & SHIPPING,	Human Resources	Postage	\$42.64
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			\$42.64
A.M.B.I. & SHIPPING,	Information Services	Postage	\$150.91
<i>A.M.B.I. & SHIPPING, - Total For Information Services</i>			\$150.91
A.M.B.I. & SHIPPING,	Metro Animal Fund - Admin	Postage	\$10.35
<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Fund - Admin</i>			\$10.35
A.M.B.I. & SHIPPING,	Planning - Admin	Certified Mail	\$92.80
A.M.B.I. & SHIPPING,	Planning - Admin	Postcard Stamps	\$70.00
<i>A.M.B.I. & SHIPPING, - Total For Planning - Admin</i>			\$162.80
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$43.61
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			\$43.61
A.M.B.I. & SHIPPING,	Risk Management	Postage	\$3.38
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			\$3.38
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$502.49

AAA LANDSCAPING

AAA LANDSCAPING	Code Enforcement	Lawn & Tree	\$241.88
AAA LANDSCAPING	Code Enforcement	lawn & Tree	\$2,474.00
AAA LANDSCAPING	Code Enforcement	Gems S029027- Weed Contractor	\$776.45
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			\$3,492.33

AAA LANDSCAPING - ALL DEPARTMENTS

\$3,492.33

ADVANCE AUTO PARTS

ADVANCE AUTO PARTS Parks - Parks Maint. plastic welding supplies for playgrounds \$6.99

ADVANCE AUTO PARTS - Total For Parks - Parks Maint. \$6.99

ADVANCE AUTO PARTS - ALL DEPARTMENTS

\$6.99

AED SUPERSTORE

AED SUPERSTORE Operations AEDSuperStore - HeartSmart Pads II \$117.60

AED SUPERSTORE - Total For Operations \$117.60

AED SUPERSTORE - ALL DEPARTMENTS

\$117.60

AHERN RENTALS INC

AHERN RENTALS INC Water - Distribution EQUIP RENTALS & LEASING SERVICES, TOOL R \$27.00

AHERN RENTALS INC - Total For Water - Distribution \$27.00

AHERN RENTALS INC - ALL DEPARTMENTS

\$27.00

AIR INNOVATIONS

AIR INNOVATIONS Balefill - Dispatch Bale Building Co-Ray-Vac 18-098 \$28,143.96

AIR INNOVATIONS - Total For Balefill - Dispatch \$28,143.96

AIR INNOVATIONS - ALL DEPARTMENTS

\$28,143.96

AIR SOLUTIONS INC

AIR SOLUTIONS INC Capital Projects Fund Plymovent Project Fire #1 \$10,939.40

AIR SOLUTIONS INC - Total For Capital Projects Fund \$10,939.40

AIR SOLUTIONS INC - ALL DEPARTMENTS

\$10,939.40

AIRGAS CENTRAL

AIRGAS CENTRAL Buildings & Structures Fund gas for pipe repair on East Road \$63.45

AIRGAS CENTRAL - Total For Buildings & Structures Fund \$63.45

AIRGAS CENTRAL	Refuse - Residential	COMB SUPPLIES RC RES OP SUPPLIES	\$54.41
<i>AIRGAS CENTRAL - Total For Refuse - Residential</i>			\$54.41
AIRGAS CENTRAL - ALL DEPARTMENTS			\$117.86

ALBERTSONS #0060

ALBERTSONS #0060	Buildings & Structures Fund	hand soap for parking structure restrooms on p	\$4.20
<i>ALBERTSONS #0060 - Total For Buildings & Structures Fund</i>			\$4.20
ALBERTSONS #0060	Human Resources	PINEAPPLE (PRETTY WATER)	\$4.00
ALBERTSONS #0060	Human Resources	FRUIT PRETTY WATER	\$21.71
<i>ALBERTSONS #0060 - Total For Human Resources</i>			\$25.71
ALBERTSONS #0060	Risk Management	WATER AND DONUTS	\$11.98
<i>ALBERTSONS #0060 - Total For Risk Management</i>			\$11.98
ALBERTSONS #0060 - ALL DEPARTMENTS			\$41.89

ALBERTSONS #0062

ALBERTSONS #0062	Balefill - Dispatch	GROCERY STORES, SUPERMARKETS	\$57.92
<i>ALBERTSONS #0062 - Total For Balefill - Dispatch</i>			\$57.92
ALBERTSONS #0062 - ALL DEPARTMENTS			\$57.92

Allison H&G

Allison H&G	Balefill - Dispatch	Landscaping at Landfill	\$405.00
<i>Allison H&G - Total For Balefill - Dispatch</i>			\$405.00
Allison H&G - ALL DEPARTMENTS			\$405.00

ALLURETECH

ALLURETECH	Miller St. Dorm	Miller House Internet	\$42.00
<i>ALLURETECH - Total For Miller St. Dorm</i>			\$42.00
ALLURETECH - ALL DEPARTMENTS			\$42.00

ALPINE MOTOR SPORTS

ALPINE MOTOR SPORTS	Cemetery	TRIMMER LINE FOR WEED EATERS (CEMETERY,	\$115.47
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<i>ALPINE MOTOR SPORTS - Total For Cemetery</i>			<i>\$115.47</i>
ALPINE MOTOR SPORTS	Operations	AUTO AND TRUCK DEALERS-(NEW&USED)-SALE	\$25.47
ALPINE MOTOR SPORTS	Operations	AUTO AND TRUCK DEALERS-(NEW&USED)-SALE	\$13.18
<i>ALPINE MOTOR SPORTS - Total For Operations</i>			<i>\$38.65</i>
ALPINE MOTOR SPORTS	Refuse - Residential	AUTO AND TRUCK DEALERS-(NEW&USED)-SALE	\$132.97
ALPINE MOTOR SPORTS	Refuse - Residential	AUTO AND TRUCK DEALERS-(NEW&USED)-SALE	\$219.99
ALPINE MOTOR SPORTS	Refuse - Residential	AUTO AND TRUCK DEALERS-(NEW&USED)-SALE	\$314.45
<i>ALPINE MOTOR SPORTS - Total For Refuse - Residential</i>			<i>\$667.41</i>
ALPINE MOTOR SPORTS - ALL DEPARTMENTS			\$821.53

ALSCO INC.

ALSCO INC.	Balefill - Diver	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$352.64
<i>ALSCO INC. - Total For Balefill - Diver</i>			<i>\$352.64</i>
ALSCO INC.	Buildings & Structures Fund	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$211.00
<i>ALSCO INC. - Total For Buildings & Structures Fund</i>			<i>\$211.00</i>
ALSCO INC.	Fleet Maintenance Fund	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$568.78
<i>ALSCO INC. - Total For Fleet Maintenance Fund</i>			<i>\$568.78</i>
ALSCO INC.	Refuse - Residential	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$271.44
<i>ALSCO INC. - Total For Refuse - Residential</i>			<i>\$271.44</i>
ALSCO INC.	Regional Water Operations	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$118.02
<i>ALSCO INC. - Total For Regional Water Operations</i>			<i>\$118.02</i>
ALSCO INC.	Sewer Fund - Collection	Laundry and towels	\$218.56
<i>ALSCO INC. - Total For Sewer Fund - Collection</i>			<i>\$218.56</i>
ALSCO INC.	Streets	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$392.96
<i>ALSCO INC. - Total For Streets</i>			<i>\$392.96</i>
ALSCO INC.	WWTP - Operations	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$449.00
<i>ALSCO INC. - Total For WWTP - Operations</i>			<i>\$449.00</i>
ALSCO INC. - ALL DEPARTMENTS			\$2,582.40

AMAZON.COM MA85K4FW2

AMAZON.COM MA85K4FW	Police Administration	BOOK STORES	\$125.90
<i>AMAZON.COM MA85K4FW2 - Total For Police Administration</i>			<i>\$125.90</i>

AMAZON.COM MA85K4FW2 - ALL DEPARTMENTS

\$125.90

AMAZON.COM MH0KZ8DA1

AMAZON.COM MH0KZ8DA1	Refuse - Residential	222284 TURBO FAN, UNABLE TO CREDIT TAX	\$31.70
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<i>AMAZON.COM MH0KZ8DA1 - Total For Refuse - Residential</i>			\$31.70
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AMAZON.COM MH0KZ8DA1 - ALL DEPARTMENTS

\$31.70

American Safety Asso

American Safety Asso	Operations	American Safety Associates of CO - Fire Hero Xt	\$384.00
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<i>American Safety Asso - Total For Operations</i>			\$384.00
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American Safety Asso - ALL DEPARTMENTS

\$384.00

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Dispatch	LANDFILL	\$298.87
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AMERIGAS - CASPER	Balefill - Dispatch	LANDFILL	\$167.01
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<i>AMERIGAS - CASPER - Total For Balefill - Dispatch</i>			\$465.88
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AMERIGAS - CASPER	WWTP - Operations	UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WTR	\$182.39
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<i>AMERIGAS - CASPER - Total For WWTP - Operations</i>			\$182.39
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AMERIGAS - CASPER - ALL DEPARTMENTS

\$648.27

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Residential	AUTOMOTIVE PARTS, ACCESSORIES STORES RE	\$191.25
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<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			\$191.25
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AMERI-TECH EQUIPMENT	Water - Distribution	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$693.32
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<i>AMERI-TECH EQUIPMENT - Total For Water - Distribution</i>			\$693.32
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AMERI-TECH EQUIPMENT - ALL DEPARTMENTS

\$884.57

AMZN Mktp US

AMZN Mktp US	Operations	Amazon - Uniform	\$136.45
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<i>AMZN Mktp US - Total For Operations</i>			\$136.45
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AMZN Mktg US - ALL DEPARTMENTS \$136.45

ANDREEN HUNT CONSTRU

ANDREEN HUNT CONSTRU	Capital Projects Fund	Highland Park Cemetery Expansion 2 16-051	136,852.80
<i>ANDREEN HUNT CONSTRU - Total For Capital Projects Fund</i>			<i>\$136,852.80</i>

ANDREEN HUNT CONSTRU - ALL DEPARTMENTS \$136,852.80

ANDRITZ SEPARATION I

ANDRITZ SEPARATION I	WWTP - Operations	Power Switch	\$6,055.00
<i>ANDRITZ SEPARATION I - Total For WWTP - Operations</i>			<i>\$6,055.00</i>

ANDRITZ SEPARATION I - ALL DEPARTMENTS \$6,055.00

APPLIED IND TECH

APPLIED IND TECH	Buildings & Structures Fund	chemicals to clean generator radiator at the Ser	\$16.80
<i>APPLIED IND TECH - Total For Buildings & Structures Fund</i>			<i>\$16.80</i>

APPLIED IND TECH - ALL DEPARTMENTS \$16.80

ARCADIS U.S., INC.

ARCADIS U.S., INC.	WWTP - Operations	WWTP Upgrade Ph.1 11-74	\$3,617.64
ARCADIS U.S., INC.	WWTP - Operations	WWTP Upgrade Ph.1 11-74	\$946.50
<i>ARCADIS U.S., INC. - Total For WWTP - Operations</i>			<i>\$4,564.14</i>

ARCADIS U.S., INC. - ALL DEPARTMENTS \$4,564.14

ARROWHEAD HEATING

ARROWHEAD HEATING	WWTP - Operations	HEATING, PLUMBING, AIR CONDITIONING CONT	\$678.10
<i>ARROWHEAD HEATING - Total For WWTP - Operations</i>			<i>\$678.10</i>

ARROWHEAD HEATING - ALL DEPARTMENTS \$678.10

AT&T BILL PAYMENT

AT&T BILL PAYMENT	Water - Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$160.16
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AT&T BILL PAYMENT	Water - Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$1,162.25
AT&T BILL PAYMENT	Water - Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$120.12
<i>AT&T BILL PAYMENT - Total For Water - Distribution</i>			<i>\$1,442.53</i>
AT&T BILL PAYMENT - ALL DEPARTMENTS			\$1,442.53

AT&T PREMIER EBIL

AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$8,158.99
<i>AT&T PREMIER EBIL - Total For Police Administration</i>			<i>\$8,158.99</i>
AT&T PREMIER EBIL - ALL DEPARTMENTS			\$8,158.99

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Capital Projects Fund	Air Modelers Electrical	\$681.13
ATLANTIC ELECTRIC, I	Capital Projects Fund	Air Modelers Electrical	\$184.37
<i>ATLANTIC ELECTRIC, I - Total For Capital Projects Fund</i>			<i>\$865.50</i>
ATLANTIC ELECTRIC, I - ALL DEPARTMENTS			\$865.50

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Customer Service	PAPER/COFFEE/TONERS	\$28.38
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$28.38</i>
ATLAS OFFICE PRODUCT	Finance	PAPER/COFFEE/TONERS	\$288.88
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$288.88</i>
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$424.00
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			<i>\$424.00</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	PAPER/COFFEE/TONERS	\$16.74
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$16.74</i>
ATLAS OFFICE PRODUCT	Human Resources	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	(\$25.11)
ATLAS OFFICE PRODUCT	Human Resources	OFFICE SUPPLIES	\$58.22
ATLAS OFFICE PRODUCT	Human Resources	PAPER/COFFEE/TONERS	\$21.74
ATLAS OFFICE PRODUCT	Human Resources	OFFICE SUPPLIES	\$35.99
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$90.84</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	office supplies	\$326.15
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies	\$43.56

ATLAS OFFICE PRODUCT	Regional Water Operations	office supply	\$64.01
ATLAS OFFICE PRODUCT	Regional Water Operations	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$214.20
ATLAS OFFICE PRODUCT	Regional Water Operations	ENVELOPES	\$51.24
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$699.16</i>
ATLAS OFFICE PRODUCT	Risk Management	PAPER/COFFEE/TONERS	\$16.74
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$16.74</i>
ATLAS OFFICE PRODUCT	Streets	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$850.00
<i>ATLAS OFFICE PRODUCT - Total For Streets</i>			<i>\$850.00</i>
ATLAS OFFICE PRODUCT	Water - Distribution	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$6.69
ATLAS OFFICE PRODUCT	Water - Distribution	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$31.46
<i>ATLAS OFFICE PRODUCT - Total For Water - Distribution</i>			<i>\$38.15</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$2,452.89

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$160.75
<i>ATLAS REPRODUCTION I - Total For Police Administration</i>			<i>\$160.75</i>
ATLAS REPRODUCTION I	Public Saftey Communication	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$366.49
<i>ATLAS REPRODUCTION I - Total For Public Saftey Communication</i>			<i>\$366.49</i>
ATLAS REPRODUCTION I - ALL DEPARTMENTS			\$527.24

AUTOZONE #1293

AUTOZONE #1293	Police Administration	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$4.38
<i>AUTOZONE #1293 - Total For Police Administration</i>			<i>\$4.38</i>
AUTOZONE #1293 - ALL DEPARTMENTS			\$4.38

AUTOZONE #1294

AUTOZONE #1294	Police Administration	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$4.38
<i>AUTOZONE #1294 - Total For Police Administration</i>			<i>\$4.38</i>
AUTOZONE #1294 - ALL DEPARTMENTS			\$4.38

B & B RUBBER STAMP S

B & B RUBBER STAMP S	Fire Administration	Perjury Stamps	\$124.20
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<i>B & B RUBBER STAMP S - Total For Fire Administration</i>			\$124.20
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B & B RUBBER STAMP S - ALL DEPARTMENTS			\$124.20
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B & B SALES & SERVIC

B & B SALES & SERVIC	Code Enforcement	Lawn & Tree	\$1,575.35
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<i>B & B SALES & SERVIC - Total For Code Enforcement</i>			\$1,575.35
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B & B SALES & SERVIC - ALL DEPARTMENTS			\$1,575.35
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B32 ENGINEERING GROU

B32 ENGINEERING GROU	Capital Projects Fund	CIA Chiller Replacement 15-58	\$2,585.00
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<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			\$2,585.00
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B32 ENGINEERING GROU - ALL DEPARTMENTS			\$2,585.00
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BAILEYS ACE HDWE

BAILEYS ACE HDWE	Aquatics - Operations	HARDWARE STORES	\$7.17
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BAILEYS ACE HDWE	Aquatics - Operations	HARDWARE STORES	\$8.96
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<i>BAILEYS ACE HDWE - Total For Aquatics - Operations</i>			\$16.13
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BAILEYS ACE HDWE	Balefill - Dispatch	HOUSE OUTDOORS PLANTS	\$79.98
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BAILEYS ACE HDWE	Balefill - Dispatch	HARDWARE STORES	\$14.95
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<i>BAILEYS ACE HDWE - Total For Balefill - Dispatch</i>			\$94.93
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BAILEYS ACE HDWE	Ice Arena - Operations	EYE BOLT	\$7.18
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<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			\$7.18
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BAILEYS ACE HDWE	Parks - Athletic Maint.	back flow preventer repair parts (soccer fields)	\$4.99
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<i>BAILEYS ACE HDWE - Total For Parks - Athletic Maint.</i>			\$4.99
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BAILEYS ACE HDWE	Parks - Parks Maint.	Duct Tape	\$11.98
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<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$11.98
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BAILEYS ACE HDWE	Refuse - Residential	HARDWARE STORE for Oil & Fuel for Truck Barn	\$18.97
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<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>			\$18.97
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BAILEYS ACE HDWE	Regional Water Operations	Security Signs	\$5.10
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<i>BAILEYS ACE HDWE - Total For Regional Water Operations</i>			\$5.10
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BAILEYS ACE HDWE - ALL DEPARTMENTS			\$159.28
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BARGREEN WYOMING

BARGREEN WYOMING	Balefill - Diver	JARS FOR COMPOST PRODUCTS CUSTOMER DIS	\$169.14
<i>BARGREEN WYOMING - Total For Balefill - Diver</i>			<i>\$169.14</i>
BARGREEN WYOMING	Operations	Bargreen Ellingson Station Supplies	\$138.68
<i>BARGREEN WYOMING - Total For Operations</i>			<i>\$138.68</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$307.82

BAYTECH LABEL INC

BAYTECH LABEL INC	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$100.77
<i>BAYTECH LABEL INC - Total For Police Administration</i>			<i>\$100.77</i>
BAYTECH LABEL INC - ALL DEPARTMENTS			\$100.77

BEST BUY

BEST BUY	Operations	ELECTRONIC SALES - Best Buy Wireless TV3	\$106.04
BEST BUY	Operations	ELECTRONIC SALES - Best Buy HDMI Adapter	\$26.24
BEST BUY	Operations	ELECTRONIC SALES - Best Buy Wireless TV3	\$159.98
<i>BEST BUY - Total For Operations</i>			<i>\$292.26</i>
BEST BUY - ALL DEPARTMENTS			\$292.26

BIG LOTS STORES

BIG LOTS STORES	Balefill - Dispatch	6 LAUNDRY BASKED FOR JANITOR CLOSETS	\$24.00
<i>BIG LOTS STORES - Total For Balefill - Dispatch</i>			<i>\$24.00</i>
BIG LOTS STORES - ALL DEPARTMENTS			\$24.00

BIG WEST LANDSCAPING

BIG WEST LANDSCAPING	Capital Projects Fund	Heritage Hills Reclamation	\$800.00
<i>BIG WEST LANDSCAPING - Total For Capital Projects Fund</i>			<i>\$800.00</i>
BIG WEST LANDSCAPING - ALL DEPARTMENTS			\$800.00

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Natural Gas	\$3,457.74
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			<i>\$3,457.74</i>
BLACK HILLS ENERGY	Aquatics - Pool	Natural Gas	\$15,251.45
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			<i>\$15,251.45</i>
BLACK HILLS ENERGY	Balefill - Dispatch	Natural Gas	\$15.75
BLACK HILLS ENERGY	Balefill - Dispatch	Natural Gas	\$0.83
<i>BLACK HILLS ENERGY - Total For Balefill - Dispatch</i>			<i>\$16.58</i>
BLACK HILLS ENERGY	Buildings & Structures Fund	Natural Gas	\$34.61
<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			<i>\$34.61</i>
BLACK HILLS ENERGY	Cemetery	Natural Gas	\$169.07
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			<i>\$169.07</i>
BLACK HILLS ENERGY	City Center	Natural Gas	\$40.81
<i>BLACK HILLS ENERGY - Total For City Center</i>			<i>\$40.81</i>
BLACK HILLS ENERGY	City Hall/Campus Buildings	Natural Gas	\$594.64
<i>BLACK HILLS ENERGY - Total For City Hall/Campus Buildings</i>			<i>\$594.64</i>
BLACK HILLS ENERGY	Fire Administration	Natural Gas	\$43.14
BLACK HILLS ENERGY	Fire Administration	Natural Gas	\$408.95
<i>BLACK HILLS ENERGY - Total For Fire Administration</i>			<i>\$452.09</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Natural Gas	\$265.37
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$265.37</i>
BLACK HILLS ENERGY	Ft. Caspar	Natural Gas	\$112.64
<i>BLACK HILLS ENERGY - Total For Ft. Caspar</i>			<i>\$112.64</i>
BLACK HILLS ENERGY	Golf - Operations	Natural Gas	\$80.31
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$80.31</i>
BLACK HILLS ENERGY	Ice Arena - Operations	Natural Gas	\$494.91
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			<i>\$494.91</i>
BLACK HILLS ENERGY	Marathon Bldg	Natural Gas	\$89.93
<i>BLACK HILLS ENERGY - Total For Marathon Bldg</i>			<i>\$89.93</i>
BLACK HILLS ENERGY	Metro Animal Fund - Admin	Natural Gas	\$318.09
<i>BLACK HILLS ENERGY - Total For Metro Animal Fund - Admin</i>			<i>\$318.09</i>
BLACK HILLS ENERGY	Miller St. Dorm	Natural Gas	\$15.00
<i>BLACK HILLS ENERGY - Total For Miller St. Dorm</i>			<i>\$15.00</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Natural Gas	\$87.58
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$87.58</i>

BLACK HILLS ENERGY	Rec Center - Operations	Natural Gas	\$423.67
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$423.67</i>
BLACK HILLS ENERGY	Regional Water Operations	Natural Gas	\$1,352.55
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$1,352.55</i>
BLACK HILLS ENERGY	Sewer Fund - Collection	Natural Gas	\$17.81
<i>BLACK HILLS ENERGY - Total For Sewer Fund - Collection</i>			<i>\$17.81</i>
BLACK HILLS ENERGY	Water - Distribution	Natural Gas	\$230.21
<i>BLACK HILLS ENERGY - Total For Water - Distribution</i>			<i>\$230.21</i>
BLACK HILLS ENERGY	WWTP - Operations	Natural Gas	\$1,326.39
<i>BLACK HILLS ENERGY - Total For WWTP - Operations</i>			<i>\$1,326.39</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$24,831.45

BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Bonder for Sedar Pool repair	\$6.29
BLOEDORN LUMBER CASP	Buildings & Structures Fund	New saw for BAS	\$199.99
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Door knob repair at BAS building	\$12.59
<i>BLOEDORN LUMBER CASP - Total For Buildings & Structures Fund</i>			<i>\$218.87</i>
BLOEDORN LUMBER CASP	WWTP - Operations	LUMBER AND BUILDING MATERIALS STORES	\$5.38
<i>BLOEDORN LUMBER CASP - Total For WWTP - Operations</i>			<i>\$5.38</i>
BLOEDORN LUMBER CASP - ALL DEPARTMENTS			\$224.25

BOYS & GIRLS CLUBS O

BOYS & GIRLS CLUBS O	Capital Projects Fund	FY19 1% #15 Funding	\$18,321.25
<i>BOYS & GIRLS CLUBS O - Total For Capital Projects Fund</i>			<i>\$18,321.25</i>
BOYS & GIRLS CLUBS O - ALL DEPARTMENTS			\$18,321.25

BRAKE SUPPLY CO

BRAKE SUPPLY CO	Fleet Maintenance Fund	MOTOR VEHICLE SUPPLIES AND NEW PARTS	\$6,386.00
<i>BRAKE SUPPLY CO - Total For Fleet Maintenance Fund</i>			<i>\$6,386.00</i>
BRAKE SUPPLY CO - ALL DEPARTMENTS			\$6,386.00

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals- Ferric	\$11,205.75
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals- Ferric	\$11,562.95
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals- Ferric	\$11,182.21
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals- Ferric	\$11,308.04
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$11,237.20
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			\$56,496.15
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$56,496.15

BRIDGER STEEL CASPER

BRIDGER STEEL CASPER	Refuse - Residential	SOFFIT REPAIR RESIDENTS HOME	\$12.22
<i>BRIDGER STEEL CASPER - Total For Refuse - Residential</i>			\$12.22
BRIDGER STEEL CASPER - ALL DEPARTMENTS			\$12.22

BUDGET RENT ACAR TOL

BUDGET RENT ACAR TOL	Police Administration	TOLLS, ROAD AND BRIDGE FEES	\$2.40
<i>BUDGET RENT ACAR TOL - Total For Police Administration</i>			\$2.40
BUDGET RENT ACAR TOL - ALL DEPARTMENTS			\$2.40

BURBACKS

BURBACKS	Capital Projects Fund	Mike Lansing- Cooler Repair	\$1,756.63
<i>BURBACKS - Total For Capital Projects Fund</i>			\$1,756.63
BURBACKS - ALL DEPARTMENTS			\$1,756.63

CAROLINA SOFTWARE

CAROLINA SOFTWARE	Balefill - Dispatch	WasteWizard Software	\$250.00
CAROLINA SOFTWARE	Balefill - Dispatch	WasteWorks Software Support	\$450.00
<i>CAROLINA SOFTWARE - Total For Balefill - Dispatch</i>			\$700.00
CAROLINA SOFTWARE - ALL DEPARTMENTS			\$700.00

CASPAR BUILDING SYST

CASPAR BUILDING SYST	Capital Projects Fund	Fire-EMS Station #5	\$35,473.68
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CASPAR BUILDING SYST - Total For Capital Projects Fund \$35,473.68

CASPAR BUILDING SYST - ALL DEPARTMENTS \$35,473.68

CASPER ANIMAL MEDICA

CASPER ANIMAL MEDICA Police Administration VETERINARY SERVICES \$42.73

CASPER ANIMAL MEDICA - Total For Police Administration \$42.73

CASPER ANIMAL MEDICA - ALL DEPARTMENTS \$42.73

CASPER CONTRACTORS S

CASPER CONTRACTORS S Balefill - Proc CLAMPS AND SAW BLADES FOR BALER \$478.14

CASPER CONTRACTORS S - Total For Balefill - Proc \$478.14

CASPER CONTRACTORS S Parks - Athletic Maint. INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI \$746.46

CASPER CONTRACTORS S - Total For Parks - Athletic Maint. \$746.46

CASPER CONTRACTORS S Regional Water Operations Tools \$129.00

CASPER CONTRACTORS S Regional Water Operations Actiflo straps for lifting sandbags \$31.16

CASPER CONTRACTORS S Regional Water Operations Saw Blades \$44.53

CASPER CONTRACTORS S Regional Water Operations Water tank project Gasket \$10.76

CASPER CONTRACTORS S Regional Water Operations INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI \$5.35

CASPER CONTRACTORS S - Total For Regional Water Operations \$220.80

CASPER CONTRACTORS S Sewer Fund - Collection safety supplies \$18.90

CASPER CONTRACTORS S Sewer Fund - Collection Safety Supplies \$32.66

CASPER CONTRACTORS S Sewer Fund - Collection point repair saw blade \$256.00

CASPER CONTRACTORS S - Total For Sewer Fund - Collection \$307.56

CASPER CONTRACTORS S Sewer Fund - Stormwater storm truck measuring wheel \$142.85

CASPER CONTRACTORS S - Total For Sewer Fund - Stormwater \$142.85

CASPER CONTRACTORS S Streets Dual Wheel Measure Wheel \$53.05

CASPER CONTRACTORS S - Total For Streets \$53.05

CASPER CONTRACTORS S Water - Distribution INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI \$116.00

CASPER CONTRACTORS S Water - Distribution ASPHALT CUTTER BIT \$419.64

CASPER CONTRACTORS S - Total For Water - Distribution \$535.64

CASPER CONTRACTORS S - ALL DEPARTMENTS \$2,484.50

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Parking Fund	Project 18-071 Retainage Release	\$3,511.00
<i>CASPER ELECTRIC, INC - Total For Parking Fund</i>			<i>\$3,511.00</i>

CASPER ELECTRIC, INC - ALL DEPARTMENTS \$3,511.00

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Operations	Casper Fire Extinguisher - Maintenance at Statio	\$156.50
CASPER FIRE EXTINGUI	Operations	Semi-Annual Test Station 3	\$162.50
CASPER FIRE EXTINGUI	Operations	Semi-Annual Test Station 2	\$146.75
<i>CASPER FIRE EXTINGUI - Total For Operations</i>			<i>\$465.75</i>

CASPER FIRE EXTINGUI - ALL DEPARTMENTS \$465.75

CASPER FORD LINCOLN

CASPER FORD LINCOLN	Regional Water Operations	Truck oil change	\$51.45
CASPER FORD LINCOLN	Regional Water Operations	Vehicle oil Change	\$81.25
<i>CASPER FORD LINCOLN - Total For Regional Water Operations</i>			<i>\$132.70</i>

CASPER FORD LINCOLN - ALL DEPARTMENTS \$132.70

CASPER RECREATIONAL

CASPER RECREATIONAL	ice Arena - Classes	SPORTING AND RECREATIONAL CAMPS - June 2	\$70.00
<i>CASPER RECREATIONAL - Total For ice Arena - Classes</i>			<i>\$70.00</i>

CASPER RECREATIONAL - ALL DEPARTMENTS \$70.00

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Golf - Operations	NEWS DEALERS AND NEWSSTANDS	\$152.08
<i>CASPER STAR TRIBUNE - Total For Golf - Operations</i>			<i>\$152.08</i>

CASPER STAR TRIBUNE	Police Administration	LEGAL AD FOR PURCHASES	\$160.72
<i>CASPER STAR TRIBUNE - Total For Police Administration</i>			<i>\$160.72</i>

CASPER STAR TRIBUNE	Regional Water Operations	Advertising	\$43.54
<i>CASPER STAR TRIBUNE - Total For Regional Water Operations</i>			<i>\$43.54</i>

CASPER STAR TRIBUNE	Water - Distribution	LEGAL AD FOR PURCHASE	\$149.20
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CASPER STAR TRIBUNE - Total For Water - Distribution \$149.20

CASPER STAR TRIBUNE - ALL DEPARTMENTS \$505.54

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE, Planning - Admin Notice City Council \$89.24

CASPER STAR-TRIBUNE, Planning - Admin Planning and Zoning Notice \$44.16

CASPER STAR-TRIBUNE, Planning - Admin Planning and Zoning Notice \$83.04

CASPER STAR-TRIBUNE, - Total For Planning - Admin \$216.44

CASPER STAR-TRIBUNE, - ALL DEPARTMENTS \$216.44

CASPER TIN SHOP

CASPER TIN SHOP Capital Projects Fund Golf Course HVAC \$7,582.00

CASPER TIN SHOP - Total For Capital Projects Fund \$7,582.00

CASPER TIN SHOP - ALL DEPARTMENTS \$7,582.00

CASPER TIRE 0000705

CASPER TIRE 0000705 Balefill - Diver 222264 TIRE REPAIR \$15.00

CASPER TIRE 0000705 - Total For Balefill - Diver \$15.00

CASPER TIRE 0000705 Fleet Maintenance Fund AUTOMOTIVE PARTS, ACCESSORIES STORES \$15.00

CASPER TIRE 0000705 - Total For Fleet Maintenance Fund \$15.00

CASPER TIRE 0000705 Refuse - Commercial AUTOMOTIVE PARTS, ACCESSORIES STORES \$35.00

CASPER TIRE 0000705 Refuse - Commercial COMMERCIAL 222260 \$15.00

CASPER TIRE 0000705 Refuse - Commercial REPAIR FLAT TIRE 222276 FRONT LOAD \$35.00

CASPER TIRE 0000705 Refuse - Commercial AUTOMOTIVE PARTS, ACCESSORIES STORES \$60.00

CASPER TIRE 0000705 Refuse - Commercial AUTOMOTIVE PARTS, ACCESSORIES STORES 22 \$35.00

CASPER TIRE 0000705 - Total For Refuse - Commercial \$180.00

CASPER TIRE 0000705 Refuse - Residential AUTOMOTIVE PARTS, ACCESSORIES STORES 22 \$35.00

CASPER TIRE 0000705 Refuse - Residential 22225 \$35.00

CASPER TIRE 0000705 - Total For Refuse - Residential \$70.00

CASPER TIRE 0000705 - ALL DEPARTMENTS \$280.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Aquatics - Operations	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$77.52
<i>CASPER WINNELSON CO - Total For Aquatics - Operations</i>			<i>\$77.52</i>
CASPER WINNELSON CO	Buildings & Structures Fund	pipe repair parts for 17th and college irrigation	\$110.60
CASPER WINNELSON CO	Buildings & Structures Fund	Marion Kreiner pipe repair	\$22.65
CASPER WINNELSON CO	Buildings & Structures Fund	Washington pool boiler repair	\$66.75
CASPER WINNELSON CO	Buildings & Structures Fund	gasket for pipe repair on water line serving spee	\$105.14
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$305.14</i>
CASPER WINNELSON CO	Parks - Athletic Maint.	Speedway leak and valve replacement	\$52.85
<i>CASPER WINNELSON CO - Total For Parks - Athletic Maint.</i>			<i>\$52.85</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$435.51

CENTRAL PAINT & BODY

CENTRAL PAINT & BODY	Fleet Maintenance Fund	Repairs to unit #660233	\$624.50
CENTRAL PAINT & BODY	Fleet Maintenance Fund	2013 Ford Taurus Repair	\$1,018.30
CENTRAL PAINT & BODY	Fleet Maintenance Fund	2017 Ford Explorer	\$455.00
<i>CENTRAL PAINT & BODY - Total For Fleet Maintenance Fund</i>			<i>\$2,097.80</i>
CENTRAL PAINT & BODY - ALL DEPARTMENTS			\$2,097.80

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water	June 2019 System Investment Charges	\$9,345.00
<i>CENTRAL WY. REGIONAL - Total For Water</i>			<i>\$9,345.00</i>
CENTRAL WY. REGIONAL	Water - Admin	June 2019 Water Usage	578,870.39
<i>CENTRAL WY. REGIONAL - Total For Water - Admin</i>			<i>\$578,870.39</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$588,215.39

CENTRAL WY. SENIOR S

CENTRAL WY. SENIOR S	Capital Projects Fund	FY19 Agency Funding	\$12,093.30
CENTRAL WY. SENIOR S	Capital Projects Fund	FY19 Agency Funding QRTR 3	\$13,750.00
CENTRAL WY. SENIOR S	Capital Projects Fund	FY19 Agency Funding Qrtr 4	\$13,750.00
CENTRAL WY. SENIOR S	Capital Projects Fund	FY19 Agency Funding QRTR 2	\$13,750.00
<i>CENTRAL WY. SENIOR S - Total For Capital Projects Fund</i>			<i>\$53,343.30</i>

CENTRAL WY. SENIOR S - ALL DEPARTMENTS

\$53,343.30

CENTURYLINK

CENTURYLINK	Finance	Phone Use	\$1,533.53
<i>CENTURYLINK - Total For Finance</i>			\$1,533.53
CENTURYLINK	Fire Administration	Phone Use	\$1,215.81
<i>CENTURYLINK - Total For Fire Administration</i>			\$1,215.81
CENTURYLINK	Fleet Maintenance Fund	Phone Use	\$140.54
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$140.54
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$154.58
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			\$154.58
CENTURYLINK	Municipal Court	Phone Use	\$0.30
<i>CENTURYLINK - Total For Municipal Court</i>			\$0.30
CENTURYLINK	Police Administration	Phone Use	\$357.66
<i>CENTURYLINK - Total For Police Administration</i>			\$357.66
CENTURYLINK	Public Saftey Communication	Phone Use	\$10,950.22
<i>CENTURYLINK - Total For Public Saftey Communication</i>			\$10,950.22
CENTURYLINK	Rec Center - Operations	Phone Use	\$275.92
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$275.92
CENTURYLINK	Sewer Fund - Collection	Phone Use	\$43.92
CENTURYLINK	Sewer Fund - Collection	Phone Use	\$65.16
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			\$109.08
CENTURYLINK	WWTP - Operations	Phone Use	\$154.00
<i>CENTURYLINK - Total For WWTP - Operations</i>			\$154.00
CENTURYLINK - ALL DEPARTMENTS			\$14,891.64

CITIZEN PAYMENT

CITIZEN PAYMENT	General Fund	Refund App. Fee- Conditional Use Permit	\$600.00
<i>CITIZEN PAYMENT - Total For General Fund</i>			\$600.00
CITIZEN PAYMENT	Rec Center	Tournament Deposit Refund	\$500.00
<i>CITIZEN PAYMENT - Total For Rec Center</i>			\$500.00
CITIZEN PAYMENT - ALL DEPARTMENTS			\$1,100.00

CITY OF CASPER

CITY OF CASPER	Balefill - Dispatch	Balefill	\$2,266.00
<i>CITY OF CASPER - Total For Balefill - Dispatch</i>			<i>\$2,266.00</i>
CITY OF CASPER	Hogadon - Operations	Balefill	\$110.25
CITY OF CASPER	Hogadon - Operations	Balefill	\$20.58
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$130.83</i>
CITY OF CASPER	Ice Arena - Operations	Yearly Health License	\$100.00
<i>CITY OF CASPER - Total For Ice Arena - Operations</i>			<i>\$100.00</i>
CITY OF CASPER	Parks - Parks Maint.	Balefill	\$110.25
CITY OF CASPER	Parks - Parks Maint.	Balefill	\$1,048.00
CITY OF CASPER	Parks - Parks Maint.	George Tani Bin Fee	\$460.00
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$1,618.25</i>
CITY OF CASPER	Police Administration	Balefill	\$15.00
<i>CITY OF CASPER - Total For Police Administration</i>			<i>\$15.00</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$5,700.96
CITY OF CASPER	Refuse - Residential	Balefill	\$6,207.32
CITY OF CASPER	Refuse - Residential	Balefill	\$6,512.59
CITY OF CASPER	Refuse - Residential	Balefill	\$5,836.39
CITY OF CASPER	Refuse - Residential	June 19 Balefill	\$45,375.00
CITY OF CASPER	Refuse - Residential	Balefill	\$7,059.43
CITY OF CASPER	Refuse - Residential	Balefill	\$6,847.75
CITY OF CASPER	Refuse - Residential	Balefill	\$6,040.72
CITY OF CASPER	Refuse - Residential	Balefill	\$6,128.43
CITY OF CASPER	Refuse - Residential	Balefill	\$7,021.21
CITY OF CASPER	Refuse - Residential	Balefill	\$7,223.09
CITY OF CASPER	Refuse - Residential	Balefill	\$11,791.36
CITY OF CASPER	Refuse - Residential	Balefill	\$6,865.88
CITY OF CASPER	Refuse - Residential	Balefill	\$5,802.09
CITY OF CASPER	Refuse - Residential	Balefill	\$5,593.84
CITY OF CASPER	Refuse - Residential	Balefill	\$5,910.87
CITY OF CASPER	Refuse - Residential	Balefill	\$367.99
CITY OF CASPER	Refuse - Residential	Balefill	\$6,576.78
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$152,861.70</i>

CITY OF CASPER	Regional Water Operations	Utility Bill- 1910101	\$119.50
CITY OF CASPER	Regional Water Operations	Balefill	\$15.00
CITY OF CASPER	Regional Water Operations	Balefill	\$30.00
CITY OF CASPER	Regional Water Operations	Balefill	\$15.00
CITY OF CASPER	Regional Water Operations	Balefill	\$15.00
CITY OF CASPER	Regional Water Operations	Utility Bill- 1910101	\$24.56
<i>CITY OF CASPER - Total For Regional Water Operations</i>			\$219.06
CITY OF CASPER	Sewer Fund - Admin	Sewer	407,258.52
<i>CITY OF CASPER - Total For Sewer Fund - Admin</i>			\$407,258.52
CITY OF CASPER	Water - Distribution	PSCC Monthly User Fee	\$533.60
<i>CITY OF CASPER - Total For Water - Distribution</i>			\$533.60
CITY OF CASPER	WWTP - Operations	Balefill	\$2,410.91
CITY OF CASPER	WWTP - Operations	Balefill	\$102.41
CITY OF CASPER	WWTP - Operations	Balefill	\$115.64
CITY OF CASPER	WWTP - Operations	Balefill	\$82.81
CITY OF CASPER	WWTP - Operations	Balefill	\$128.87
CITY OF CASPER	WWTP - Operations	Balefill	\$1,578.47
CITY OF CASPER	WWTP - Operations	Balefill	\$129.36
CITY OF CASPER	WWTP - Operations	Balefill	\$1,526.27
CITY OF CASPER	WWTP - Operations	Balefill	\$84.77
<i>CITY OF CASPER - Total For WWTP - Operations</i>			\$6,159.51
CITY OF CASPER - ALL DEPARTMENTS			\$571,162.47

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	18-060 Beverly Street	\$765.00
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			\$765.00
CIVIL ENGINEERING PR	Engineering	Engineering Svcs I-25 & Walsh	\$3,107.50
<i>CIVIL ENGINEERING PR - Total For Engineering</i>			\$3,107.50
CIVIL ENGINEERING PR	Parks - Parks Maint.	19-171 Skateboard Park Survey	\$960.00
<i>CIVIL ENGINEERING PR - Total For Parks - Parks Maint.</i>			\$960.00
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$4,832.50

CLIMB WYOMING

CLIMB WYOMING	Capital Projects Fund	FY19- 1% #15 Funding	\$39,825.75
<i>CLIMB WYOMING - Total For Capital Projects Fund</i>			\$39,825.75

CLIMB WYOMING - ALL DEPARTMENTS \$39,825.75

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	222263 2013 SIDE LOAD	\$495.70
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER) 22	\$542.92
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER)	\$517.28
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER) 22	\$945.84
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER) 22	\$933.72
CMI TECO, INC.	Refuse - Commercial	COMMERCIAL TRUCK MTN	\$143.00
CMI TECO, INC.	Refuse - Commercial	222261 FRONT LOAD	\$1,174.29

CMI TECO, INC. - Total For Refuse - Commercial \$4,752.75

CMI TECO, INC.	Water - Distribution	Gems S028977 - single axle tru	379,849.00
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CMI TECO, INC. - Total For Water - Distribution \$379,849.00

CMI TECO, INC. - ALL DEPARTMENTS \$384,601.75

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$90.47
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COASTAL CHEMICAL CO - Total For Regional Water Operations \$90.47

COASTAL CHEMICAL CO - ALL DEPARTMENTS \$90.47

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Police Administration	Battery Separator/ Labor	\$211.50
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COMMUNICATION TECHNO - Total For Police Administration \$211.50

COMMUNICATION TECHNO - ALL DEPARTMENTS \$211.50

COMMUNITY ACTION PAR

COMMUNITY ACTION PAR	Capital Projects Fund	FY19 Orphaned CAP Funding	\$30,000.00
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COMMUNITY ACTION PAR - Total For Capital Projects Fund \$30,000.00

COMMUNITY ACTION PAR - ALL DEPARTMENTS \$30,000.00

COMPLETE SAFETY

COMPLETE SAFETY	Risk Management	Safety Audit/Awareness Training	\$1,280.00
COMPLETE SAFETY	Risk Management	Safety Comm. Hazard/OSHA Training	\$800.00
<i>COMPLETE SAFETY - Total For Risk Management</i>			<i>\$2,080.00</i>
COMPLETE SAFETY - ALL DEPARTMENTS			\$2,080.00

COMTRONIX, INC.

COMTRONIX, INC.	Buildings & Structures Fund	Marathon Alarm Service	\$192.00
<i>COMTRONIX, INC. - Total For Buildings & Structures Fund</i>			<i>\$192.00</i>
COMTRONIX, INC.	Golf - Operations	Alarm Monitoring	\$122.85
<i>COMTRONIX, INC. - Total For Golf - Operations</i>			<i>\$122.85</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$314.85

CONCORDANCE HEALTHCA

CONCORDANCE HEALTHCA	Balefill - Diver	Sharp Containers	\$3,018.78
CONCORDANCE HEALTHCA	Balefill - Diver	Bio-Hazard Bags	\$90.56
CONCORDANCE HEALTHCA	Balefill - Diver	Sharp Containers	\$2,641.62
<i>CONCORDANCE HEALTHCA - Total For Balefill - Diver</i>			<i>\$5,750.96</i>
CONCORDANCE HEALTHCA - ALL DEPARTMENTS			\$5,750.96

CONVERGEONE

CONVERGEONE	Capital Projects Fund	Box Office Compliance	\$5,307.40
<i>CONVERGEONE - Total For Capital Projects Fund</i>			<i>\$5,307.40</i>
CONVERGEONE - ALL DEPARTMENTS			\$5,307.40

Core & Main

Core & Main	Water	Meters	\$9,063.50
Core & Main	Water	Meters	\$2,036.80
<i>Core & Main - Total For Water</i>			<i>\$11,100.30</i>
Core & Main - ALL DEPARTMENTS			\$11,100.30

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Cemetery	CONSTRUCTION MATERIALS Cemetery Leak rep	\$27.69
<i>CPS DISTRIBUTORS - Total For Cemetery</i>			\$27.69
CPS DISTRIBUTORS	Golf - Operations	CONSTRUCTION MATERIALS	\$244.13
CPS DISTRIBUTORS	Golf - Operations	CONSTRUCTION MATERIALS	\$8.40
CPS DISTRIBUTORS	Golf - Operations	CONSTRUCTION MATERIALS	\$17.00
<i>CPS DISTRIBUTORS - Total For Golf - Operations</i>			\$269.53
CPS DISTRIBUTORS	Parks - Athletic Maint.	Highland Park irrigation and sprink head repairs	\$172.13
CPS DISTRIBUTORS	Parks - Athletic Maint.	Cross Roads #4 Backlow preventer repairs	\$39.53
CPS DISTRIBUTORS	Parks - Athletic Maint.	CONSTRUCTION MATERIALS Cemetery Back flo	\$184.66
CPS DISTRIBUTORS	Parks - Athletic Maint.	Tanni Field replacing 3' ball valve repairing leak	\$148.43
CPS DISTRIBUTORS	Parks - Athletic Maint.	CONSTRUCTION MATERIALS WY BLVD & 12th St	\$73.73
CPS DISTRIBUTORS	Parks - Athletic Maint.	replacement sprinkler heads (Field of Dreams)	\$394.63
CPS DISTRIBUTORS	Parks - Athletic Maint.	Tani Field Irrigation leak repair	\$66.12
CPS DISTRIBUTORS	Parks - Athletic Maint.	CONSTRUCTION MATERIALS Conwell Park leak r	\$15.05
CPS DISTRIBUTORS	Parks - Athletic Maint.	Backflow preventer repairs @balefill	\$402.98
CPS DISTRIBUTORS	Parks - Athletic Maint.	CONSTRUCTION MATERIALS Skeet range sprink	\$265.34
CPS DISTRIBUTORS	Parks - Athletic Maint.	CONSTRUCTION MATERIALS Soccer Field #6 leak	\$96.71
CPS DISTRIBUTORS	Parks - Athletic Maint.	leak repair Tani Field	\$3.02
CPS DISTRIBUTORS	Parks - Athletic Maint.	CONSTRUCTION MATERIALS Conwell Park leak r	\$15.33
<i>CPS DISTRIBUTORS - Total For Parks - Athletic Maint.</i>			\$1,877.66
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$2,174.88

CPU IIT

CPU IIT	Balefill - Dispatch	IT STAFF REPLACED SCALE HOUSE PRINTER	\$476.00
<i>CPU IIT - Total For Balefill - Dispatch</i>			\$476.00
CPU IIT	Engineering	PURCHASE OF WORKSTATION FOR A.BEAMER	\$1,469.00
<i>CPU IIT - Total For Engineering</i>			\$1,469.00
CPU IIT	Fire Administration	Toughbook for Rescue 1	\$1,899.00
<i>CPU IIT - Total For Fire Administration</i>			\$1,899.00
CPU IIT	Ice Arena - Operations	CONCESSIONS COMPUTER MONITOR	\$190.00
CPU IIT	Ice Arena - Operations	ELECTRONIC SALES - Credit Card USB Adapter f	\$79.98

<i>CPU IIT - Total For Ice Arena - Operations</i>			\$269.98
CPU IIT	Police Administration	PD Switch	\$2,177.00
<i>CPU IIT - Total For Police Administration</i>			\$2,177.00
CPU IIT - ALL DEPARTMENTS			\$6,290.98

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Fuses for CFAC	\$104.75
<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			\$104.75
CRESCENT ELECTRIC SU	Water - Distribution	#S506792766-001 KLEIN SIDE CUTTING PLIERS	\$44.87
<i>CRESCENT ELECTRIC SU - Total For Water - Distribution</i>			\$44.87
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$149.62

CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	August 2019 program/tips	\$109.87
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>			\$109.87
CRIME SCENE INFORMAT - ALL DEPARTMENTS			\$109.87

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Water - Distribution	ELECTRICAL PARTS AND EQUIPMENT	\$39.61
<i>CRUM ELECTRIC SUPPLY - Total For Water - Distribution</i>			\$39.61
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$39.61

DANA KEPNER CO.

DANA KEPNER CO.	Regional Water Operations	Gasket /Flange for Water Tank	\$29.00
<i>DANA KEPNER CO. - Total For Regional Water Operations</i>			\$29.00
DANA KEPNER CO.	Water - Distribution	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$330.00
DANA KEPNER CO.	Water - Distribution	INV.#2228578-02 4" DUEL PURPOSE SOLID SLEE	\$450.00
DANA KEPNER CO.	Water - Distribution	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$235.00
DANA KEPNER CO.	Water - Distribution	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$900.00
<i>DANA KEPNER CO. - Total For Water - Distribution</i>			\$1,915.00
DANA KEPNER CO.	Water - Tanks	#2229198-00 #5 CHLORINE	\$73.83
<i>DANA KEPNER CO. - Total For Water - Tanks</i>			\$73.83

DANA KEPNER CO. - ALL DEPARTMENTS

\$2,017.83

DAVE LODEN CONSTRUCT

DAVE LODEN CONSTRUCT	Buildings & Structures Fund	Service Center Roof Repair	\$370.00
DAVE LODEN CONSTRUCT	Buildings & Structures Fund	Ice Arena Roof Repair	\$185.00
<i>DAVE LODEN CONSTRUCT - Total For Buildings & Structures Fund</i>			<i>\$555.00</i>

DAVE LODEN CONSTRUCT	Capital Projects Fund	19th Hole Roof Repair	\$225.00
<i>DAVE LODEN CONSTRUCT - Total For Capital Projects Fund</i>			<i>\$225.00</i>

DAVE LODEN CONSTRUCT - ALL DEPARTMENTS \$780.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Hunter Head returned will get (Credit) Credit in	\$221.28
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	sprinkler head replacement (field of Dreams)	\$246.09
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	INDUSTRIAL SUPPLIES Lansing field irrigation lea	\$367.27
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Back Flow pev repairs (RP)	\$115.10
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Back flow Preventer Repairs Events Center	\$485.53
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	INDUSTRIAL SUPPLIES Conwell Park leak repair	\$134.52
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	sprinkler head replacement (Field of Dreams)	\$246.00
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Fairgrounds RD. IRRG leak repairs	\$15.25
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	marking paint (Washington Park)	\$60.07
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	INDUSTRIAL SUPPLIES 17th & College Dr Backflo	\$41.13
<i>DBC IRRIGATION SUPPL - Total For Parks - Athletic Maint.</i>			<i>\$1,932.24</i>

DBC IRRIGATION SUPPL - ALL DEPARTMENTS \$1,932.24

DELL MARKETING LP

DELL MARKETING LP	Information Services	Corecal Bridge & Office365 PE1	\$336.45
<i>DELL MARKETING LP - Total For Information Services</i>			<i>\$336.45</i>

DELL MARKETING LP - ALL DEPARTMENTS \$336.45

DELTA DENTAL PLAN OF

DELTA DENTAL PLAN OF	Health Insurance Fund	June 19 Dental	\$30,911.57
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DELTA DENTAL PLAN OF - Total For Health Insurance Fund	\$30,911.57
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DELTA DENTAL PLAN OF - ALL DEPARTMENTS	\$30,911.57
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DEWITT WATER SYS

DEWITT WATER SYS	Balefill - Dispatch	SALT FOR WATER SOFTENER	\$18.00
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<i>DEWITT WATER SYS - Total For Balefill - Dispatch</i>			<i>\$18.00</i>
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DEWITT WATER SYS	Operations	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI -	\$35.00
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DEWITT WATER SYS	Operations	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI -	\$35.00
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<i>DEWITT WATER SYS - Total For Operations</i>			<i>\$70.00</i>
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DEWITT WATER SYS - ALL DEPARTMENTS	\$88.00
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DIVERGENCE CREATIVE

DIVERGENCE CREATIVE	Refuse - Recycling	Print Design Platte River Revival	\$300.00
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<i>DIVERGENCE CREATIVE - Total For Refuse - Recycling</i>			<i>\$300.00</i>
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DIVERGENCE CREATIVE - ALL DEPARTMENTS	\$300.00
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DIY AWARDS

DIY AWARDS	Prevention & Inspection	GIFT, CARD, NOVELTY, AND SOUVENIR SHOPS -	\$268.96
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<i>DIY AWARDS - Total For Prevention & Inspection</i>			<i>\$268.96</i>
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DIY AWARDS - ALL DEPARTMENTS	\$268.96
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DOLLAR TREE

DOLLAR TREE	Animal Control	VARIETY STORES	\$22.00
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<i>DOLLAR TREE - Total For Animal Control</i>			<i>\$22.00</i>
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DOLLAR TREE - ALL DEPARTMENTS	\$22.00
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DOMINO'S 6040

DOMINO'S 6040	Training	FAST FOOD RESTAURANTS - Domino's Pizza	\$49.04
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<i>DOMINO'S 6040 - Total For Training</i>			<i>\$49.04</i>
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DOMINO'S 6040 - ALL DEPARTMENTS	\$49.04
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DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	NaHypo	\$6,927.73
DPC INDUSTRIES, INC.	Regional Water Operations	NaHypo	\$7,027.19
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$13,954.92</i>

DPC INDUSTRIES, INC. - ALL DEPARTMENTS \$13,954.92

DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Buildings & Structures Fund	CFAC Boiler Repairs	\$180.00
<i>DYNAMIC CONTROLS INC - Total For Buildings & Structures Fund</i>			<i>\$180.00</i>

DYNAMIC CONTROLS INC - ALL DEPARTMENTS \$180.00

E&F HOLDING CO.

E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$75.00
<i>E&F HOLDING CO. - Total For Police Administration</i>			<i>\$75.00</i>

E&F HOLDING CO. - ALL DEPARTMENTS \$75.00

EATON SALES & SVC.,

EATON SALES & SVC.,	Balefill - Dispatch	Install Swivels	\$652.80
EATON SALES & SVC.,	Balefill - Dispatch	Hose/Nozzles Replaced & Filter Change	\$1,130.30
<i>EATON SALES & SVC., - Total For Balefill - Dispatch</i>			<i>\$1,783.10</i>

EATON SALES & SVC., - ALL DEPARTMENTS \$1,783.10

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT	Social Community Services	FY20 QTR 1 Admin & Incentive Funds	107,182.25
<i>ECONOMIC DEVELOPMENT - Total For Social Community Services</i>			<i>\$107,182.25</i>

ECONOMIC DEVELOPMENT - ALL DEPARTMENTS \$107,182.25

EDDIE BAUER 497

EDDIE BAUER 497	Operations	SPORTS APPAREL, RIDING APPAREL STORES - Ed	\$111.46
<i>EDDIE BAUER 497 - Total For Operations</i>			<i>\$111.46</i>

EDDIE BAUER 497 - ALL DEPARTMENTS

\$111.46

EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH	Police Administration	Health Insurance Claim	\$386.00
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<i>EMERGENCY MEDICAL PH - Total For Police Administration</i>			\$386.00
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EMERGENCY MEDICAL PH - ALL DEPARTMENTS

\$386.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Dispatch	Boot Reimbursement	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For Balefill - Dispatch</i>			\$150.00
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EMPLOYEE REIMBURSEME	Balefill - Diver	Boot/Pant Allowance	\$210.70
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<i>EMPLOYEE REIMBURSEME - Total For Balefill - Diver</i>			\$210.70
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EMPLOYEE REIMBURSEME	Information Services	July 19 travel Reimbursement	\$27.32
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EMPLOYEE REIMBURSEME	Information Services	May 2019 Travel	\$6.60
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EMPLOYEE REIMBURSEME	Information Services	June 2019 Travel	\$37.91
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<i>EMPLOYEE REIMBURSEME - Total For Information Services</i>			\$71.83
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EMPLOYEE REIMBURSEME	Parks - Parks Maint.	Work Boot Reimbursement	\$75.00
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<i>EMPLOYEE REIMBURSEME - Total For Parks - Parks Maint.</i>			\$75.00
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EMPLOYEE REIMBURSEME	Planning - Admin	Reimbursement- Quarterly Rotary Dues	\$228.00
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<i>EMPLOYEE REIMBURSEME - Total For Planning - Admin</i>			\$228.00
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EMPLOYEE REIMBURSEME	Refuse - Residential	Boot Reimbursement	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>			\$150.00
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EMPLOYEE REIMBURSEME	Sewer Fund - Collection	Boot Reimbursement	\$119.99
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EMPLOYEE REIMBURSEME	Sewer Fund - Collection	Boot Reimbursement	\$147.59
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<i>EMPLOYEE REIMBURSEME - Total For Sewer Fund - Collection</i>			\$267.58
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EMPLOYEE REIMBURSEME	Streets	Boot Reimbursement	\$150.00
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EMPLOYEE REIMBURSEME	Streets	Boot Reimbursement	\$150.00
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EMPLOYEE REIMBURSEME	Streets	Work Boot Reimbursement	\$147.59
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<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			\$447.59
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EMPLOYEE REIMBURSEME	Water - Distribution	Boot Reimbursement	\$150.00
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EMPLOYEE REIMBURSEME	Water - Distribution	Boot Reimbursement	\$136.49
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<i>EMPLOYEE REIMBURSEME - Total For Water - Distribution</i>			\$286.49
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EMPLOYEE REIMBURSEME	Weed & Pest Fund	Pant Reimbursement	\$100.00
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EMPLOYEE REIMBURSEME - Total For Weed & Pest Fund \$100.00

EMPLOYEE REIMBURSEME - ALL DEPARTMENTS \$1,987.19

ENERGY LABORATORIES

ENERGY LABORATORIES Operations TESTING LABORATORIES (NON-MEDICAL) - Ener \$300.00

ENERGY LABORATORIES - Total For Operations \$300.00

ENERGY LABORATORIES Regional Water Operations Lab Test \$84.00

ENERGY LABORATORIES Regional Water Operations TESTING LABORATORIES Well Mix and TAS \$288.00

ENERGY LABORATORIES Regional Water Operations TESTING LABORATORIES TAS \$231.00

ENERGY LABORATORIES Regional Water Operations Lab Test \$231.00

ENERGY LABORATORIES Regional Water Operations Lab Test TAS \$231.00

ENERGY LABORATORIES Regional Water Operations TESTING LABORATORIES BCT \$22.00

ENERGY LABORATORIES - Total For Regional Water Operations \$1,087.00

ENERGY LABORATORIES Water - Tanks TESTING LABORATORIES (NON-MEDICAL) \$22.00

ENERGY LABORATORIES Water - Tanks TESTING LABORATORIES (NON-MEDICAL) \$352.00

ENERGY LABORATORIES Water - Tanks TESTING LABORATORIES (NON-MEDICAL) \$352.00

ENERGY LABORATORIES Water - Tanks TESTING LABORATORIES (NON-MEDICAL) \$54.00

ENERGY LABORATORIES Water - Tanks TESTING LABORATORIES (NON-MEDICAL) \$27.00

ENERGY LABORATORIES Water - Tanks TESTING LABORATORIES (NON-MEDICAL) \$154.00

ENERGY LABORATORIES Water - Tanks LAB TESTING #248508 \$660.00

ENERGY LABORATORIES - Total For Water - Tanks \$1,621.00

ENERGY LABORATORIES - ALL DEPARTMENTS \$3,008.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A Capital Projects Fund Ash St. HVAC Engineering \$625.00

ENGINEERING DESIGN A - Total For Capital Projects Fund \$625.00

ENGINEERING DESIGN A - ALL DEPARTMENTS \$625.00

ENVIRONMENTAL & CIVI

ENVIRONMENTAL & CIVI Capital Projects Fund 2018 Arterials & Collectors \$9,731.91

ENVIRONMENTAL & CIVI - Total For Capital Projects Fund \$9,731.91

ENVIRONMENTAL & CIVI - ALL DEPARTMENTS

\$9,731.91

EUROFINS EATON ANALY

EUROFINS EATON ANALY Regional Water Operations Lab Test Bromate \$200.00

EUROFINS EATON ANALY - Total For Regional Water Operations \$200.00

EUROFINS EATON ANALY - ALL DEPARTMENTS

\$200.00

EXPERIAN EXP PAY CC

EXPERIAN EXP PAY CC Police Administration BUSINESS SERVICES NOT ELSEWHERE CLASSIFI \$14.13

EXPERIAN EXP PAY CC Police Administration BUSINESS SERVICES NOT ELSEWHERE CLASSIFI \$95.37

EXPERIAN EXP PAY CC - Total For Police Administration \$109.50

EXPERIAN EXP PAY CC - ALL DEPARTMENTS

\$109.50

EXXONMOBIL

EXXONMOBIL Operations AUTOMATED FUEL DISPENSERS - Good 2 Go Fue \$23.84

EXXONMOBIL Operations AUTOMATED FUEL DISPENSERS - Good 2 Go Fue \$95.17

EXXONMOBIL Operations AUTOMATED FUEL DISPENSERS - Good 2 Go Fu \$27.33

EXXONMOBIL Operations AUTOMATED FUEL DISPENSERS - Good 2 Go Fue \$31.49

EXXONMOBIL Operations AUTOMATED FUEL DISPENSERS - Good 2 Go Fue \$49.01

EXXONMOBIL Operations AUTOMATED FUEL DISPENSERS - Good 2 Go \$27.44

EXXONMOBIL - Total For Operations \$254.28

EXXONMOBIL - ALL DEPARTMENTS

\$254.28

FACEBK 9K4LJMEJH2

FACEBK 9K4LJMEJH2 Sewer Fund - Stormwater ADVERTISING SERVICES \$50.00

FACEBK 9K4LJMEJH2 - Total For Sewer Fund - Stormwater \$50.00

FACEBK 9K4LJMEJH2 - ALL DEPARTMENTS

\$50.00

FAMILY JOURNEY CENTE

FAMILY JOURNEY CENTE Capital Projects Fund FY19 1% #15 Funding \$4,224.88

FAMILY JOURNEY CENTE - Total For Capital Projects Fund \$4,224.88

FAMILY JOURNEY CENTE - ALL DEPARTMENTS

\$4,224.88

FBI LEEDA INC

FBI LEEDA INC Police Administration CHARITABLE AND SOCIAL SERVICE ORGANIZATI \$695.00

FBI LEEDA INC - Total For Police Administration \$695.00

FBI LEEDA INC - ALL DEPARTMENTS

\$695.00

FEDEX 788374540050

FEDEX 788374540050 Fire Administration COURIER SERVICES-AIR OR GROUND,FREIGHT Fe \$128.68

FEDEX 788374540050 - Total For Fire Administration \$128.68

FEDEX 788374540050 - ALL DEPARTMENTS

\$128.68

FEDEX 788374540910

FEDEX 788374540910 Fire Administration COURIER SERVICES-AIR OR GROUND,FREIGHT Fe \$85.00

FEDEX 788374540910 - Total For Fire Administration \$85.00

FEDEX 788374540910 - ALL DEPARTMENTS

\$85.00

FEDEX 97559679

FEDEX 97559679 Balefill - Dispatch COURIER SERVICES-AIR OR GROUND,FREIGHT F \$77.87

FEDEX 97559679 - Total For Balefill - Dispatch \$77.87

FEDEX 97559679 - ALL DEPARTMENTS

\$77.87

FEDEX 98179898

FEDEX 98179898 Police Administration COURIER SERVICES-AIR OR GROUND,FREIGHT F \$21.47

FEDEX 98179898 - Total For Police Administration \$21.47

FEDEX 98179898 - ALL DEPARTMENTS

\$21.47

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES Regional Water Operations Poly Drum Valve \$8.72

FERGUSON ENTERPRISES - Total For Regional Water Operations \$8.72

FERGUSON ENTERPRISES	Sewer Fund - Collection	Wilshire point repair parts	\$76.27
FERGUSON ENTERPRISES	Sewer Fund - Collection	Willshire point repair parts	\$37.19
<i>FERGUSON ENTERPRISES - Total For Sewer Fund - Collection</i>			<i>\$113.46</i>
FERGUSON ENTERPRISES	Water - Distribution	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$50.40
FERGUSON ENTERPRISES	Water - Distribution	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$35.20
FERGUSON ENTERPRISES	Water - Distribution	PLUMBING & HEATING EQUIPMENT AND SUPPL	(\$50.40)
<i>FERGUSON ENTERPRISES - Total For Water - Distribution</i>			<i>\$35.20</i>
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$157.38

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Customer Service	June 2019 Credit Card Fees	\$1,820.49
<i>FIRST DATA MERCHANT - Total For Customer Service</i>			<i>\$1,820.49</i>
FIRST DATA MERCHANT	Ft. Caspar	May 2019 Credit Card Fees	\$80.81
<i>FIRST DATA MERCHANT - Total For Ft. Caspar</i>			<i>\$80.81</i>
FIRST DATA MERCHANT	Golf - Operations	May 2019 Credit Cards Fees	\$1,202.97
<i>FIRST DATA MERCHANT - Total For Golf - Operations</i>			<i>\$1,202.97</i>
FIRST DATA MERCHANT	Police Administration	June 2019 Credit Card Fees	\$61.01
<i>FIRST DATA MERCHANT - Total For Police Administration</i>			<i>\$61.01</i>
FIRST DATA MERCHANT - ALL DEPARTMENTS			\$3,165.28

FRONTLINE FIRE PROTE

FRONTLINE FIRE PROTE	Capital Projects Fund	Senior Center Fire Sprinkler System	\$1,295.00
<i>FRONTLINE FIRE PROTE - Total For Capital Projects Fund</i>			<i>\$1,295.00</i>
FRONTLINE FIRE PROTE - ALL DEPARTMENTS			\$1,295.00

GALLS, INC.

GALLS, INC.	Police Administration	Backpack Treck Sling	\$377.32
GALLS, INC.	Police Administration	Merrell Moab 2	\$157.46
GALLS, INC.	Police Administration	Haix Black Eagle Safety	\$207.10
GALLS, INC.	Police Administration	Clipboard/Safariland	\$349.65
GALLS, INC.	Police Administration	UA Infl Hike Gtx	\$208.00
GALLS, INC.	Police Administration	Danner Stalwart Boot	\$197.96

GALLS, INC.	Police Administration	Safariland Buckleless Trousse	\$144.00
GALLS, INC.	Police Administration	Safariland Trousse	\$36.00
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$1,677.49</i>
GALLS, INC. - ALL DEPARTMENTS			\$1,677.49

GC BUILDING SUPPLY I

GC BUILDING SUPPLY I	Refuse - Residential	TRUCK BARN GARAGE DOORS RES OPS SUPPLIE	\$182.98
<i>GC BUILDING SUPPLY I - Total For Refuse - Residential</i>			<i>\$182.98</i>
GC BUILDING SUPPLY I - ALL DEPARTMENTS			\$182.98

GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Dispatch	No.19-025 WDEQ ltr & HASP Updates	\$580.00
GEOSYNTEC CONSULTANT	Balefill - Dispatch	19-005 2019 CRL Monitoring & reporting	\$538.49
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Dispatch</i>			<i>\$1,118.49</i>
GEOSYNTEC CONSULTANT - ALL DEPARTMENTS			\$1,118.49

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Council	CNFR Promoter Billing	\$29,000.00
<i>GLOBAL SPECTRUM L.P. - Total For Council</i>			<i>\$29,000.00</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$29,000.00

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Dispatch	19-011 Conceptual Design/Budget Lndfll Remed	\$1,797.50
<i>GOLDER ASSOCIATES - Total For Balefill - Dispatch</i>			<i>\$1,797.50</i>
GOLDER ASSOCIATES	Capital Projects Fund	Project 12-51 First Street Reach North Platte Riv	\$7,320.00
<i>GOLDER ASSOCIATES - Total For Capital Projects Fund</i>			<i>\$7,320.00</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$9,117.50

GOODWILL OF CASPER

GOODWILL OF CASPER	Balefill - Dispatch	FOR BALER CONTRACTOR STAY RIR EXTEND EJE	\$68.25
<i>GOODWILL OF CASPER - Total For Balefill - Dispatch</i>			<i>\$68.25</i>

GOODWILL OF CASPER - ALL DEPARTMENTS

\$68.25

GRAINGER, INC.

GRAINGER, INC.	Regional Water Operations	Ozone Generator Repair	\$88.57
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$88.57</i>
GRAINGER, INC.	Sewer Fund - Collection	sunflower panel repair parts	\$71.34
<i>GRAINGER, INC. - Total For Sewer Fund - Collection</i>			<i>\$71.34</i>
GRAINGER, INC.	Water - Distribution	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$145.20
<i>GRAINGER, INC. - Total For Water - Distribution</i>			<i>\$145.20</i>
GRAINGER, INC.	WWTP - Regional Interc	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$894.39
<i>GRAINGER, INC. - Total For WWTP - Regional Interc</i>			<i>\$894.39</i>

GRAINGER, INC. - ALL DEPARTMENTS

\$1,199.50

GRANITE PEAK PUMP

GRANITE PEAK PUMP	Parks - Athletic Maint.	Services	\$750.00
<i>GRANITE PEAK PUMP - Total For Parks - Athletic Maint.</i>			<i>\$750.00</i>

GRANITE PEAK PUMP - ALL DEPARTMENTS

\$750.00

GREENLEAF

GREENLEAF	Golf - Operations	TurboDrop Dual Fan	\$978.53
<i>GREENLEAF - Total For Golf - Operations</i>			<i>\$978.53</i>

GREENLEAF - ALL DEPARTMENTS

\$978.53

GRIZZLY EXCAVATING &

GRIZZLY EXCAVATING &	Property Insurance Fund	Claim #1768CA Replace Concrete	\$2,550.00
<i>GRIZZLY EXCAVATING & - Total For Property Insurance Fund</i>			<i>\$2,550.00</i>

GRIZZLY EXCAVATING & - ALL DEPARTMENTS

\$2,550.00

GSG ARCHITECTURE

GSG ARCHITECTURE	Capital Projects Fund	Fire Station #5	\$3,816.03
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			<i>\$3,816.03</i>

GSG ARCHITECTURE - ALL DEPARTMENTS

\$3,816.03

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA Public Saftey Communication TELECOMMUNICATION SERV.INCLUD. LOCAL/L. \$183.42

GUS GLOBALSTAR USA - Total For Public Saftey Communication \$183.42

GUS GLOBALSTAR USA - ALL DEPARTMENTS

\$183.42

HACH CO., CORP.

HACH CO., CORP. Regional Water Operations Lab Supplies \$2,805.21

HACH CO., CORP. Regional Water Operations Lab Supplies \$911.26

HACH CO., CORP. Regional Water Operations Lab Supplies \$269.15

HACH CO., CORP. Regional Water Operations Lab Supplies \$93.96

HACH CO., CORP. - Total For Regional Water Operations \$4,079.58

HACH CO., CORP. Water - Tanks INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI \$1,105.02

HACH CO., CORP. - Total For Water - Tanks \$1,105.02

HACH CO., CORP. - ALL DEPARTMENTS

\$5,184.60

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS Police Administration HARDWARE STORES \$71.99

HARBOR FREIGHT TOOLS - Total For Police Administration \$71.99

HARBOR FREIGHT TOOLS Refuse - Residential HARDWARE STORES IMPACT SOCKETS \$27.47

HARBOR FREIGHT TOOLS Refuse - Residential HARDWARE STORES CREDIT FOR RETURNED RE (\$9.99)

HARBOR FREIGHT TOOLS - Total For Refuse - Residential \$17.48

HARBOR FREIGHT TOOLS Regional Water Operations Tools \$16.49

HARBOR FREIGHT TOOLS Regional Water Operations Bungee Cords fro South Chem \$6.99

HARBOR FREIGHT TOOLS - Total For Regional Water Operations \$23.48

HARBOR FREIGHT TOOLS Water - Distribution HARDWARE STORES \$19.99

HARBOR FREIGHT TOOLS - Total For Water - Distribution \$19.99

HARBOR FREIGHT TOOLS - ALL DEPARTMENTS

\$132.94

HARRIS COMPUTER SYST

HARRIS COMPUTER SYST Finance FY20 Maintenance Agreement \$92,157.91

HARRIS COMPUTER SYST - Total For Finance	\$92,157.91
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HARRIS COMPUTER SYST - ALL DEPARTMENTS	\$92,157.91
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HAT SIX TRAVEL CENTE

HAT SIX TRAVEL CENTE	Operations	SERVICE STATIONS - Hat Six Travel Center Water	\$17.98
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<i>HAT SIX TRAVEL CENTE - Total For Operations</i>	<i>\$17.98</i>
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HAT SIX TRAVEL CENTE - ALL DEPARTMENTS	\$17.98
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HDR ENGINEERING, INC

HDR ENGINEERING, INC	Water - Tanks	Water Rights & Supply Analysis	\$5,572.49
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<i>HDR ENGINEERING, INC - Total For Water - Tanks</i>	<i>\$5,572.49</i>
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HDR ENGINEERING, INC	WWTP - Operations	WWTP Boiler Replacement	\$1,459.57
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<i>HDR ENGINEERING, INC - Total For WWTP - Operations</i>	<i>\$1,459.57</i>
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HDR ENGINEERING, INC - ALL DEPARTMENTS	\$7,032.06
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HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Capital Projects Fund	Box Office Compliance	\$6,601.00
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<i>HITEK COMMUNICATIONS - Total For Capital Projects Fund</i>	<i>\$6,601.00</i>
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HITEK COMMUNICATIONS - ALL DEPARTMENTS	\$6,601.00
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HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Operations	HOBBY,TOY, AND GAME SHOPS - Hobby Lobby F	\$22.99
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<i>HOBBY-LOBBY #0233 - Total For Operations</i>	<i>\$22.99</i>
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HOBBY-LOBBY #0233	Police Administration	HOBBY,TOY, AND GAME SHOPS	\$13.98
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<i>HOBBY-LOBBY #0233 - Total For Police Administration</i>	<i>\$13.98</i>
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HOBBY-LOBBY #0233 - ALL DEPARTMENTS	\$36.97
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HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Dispatch	Dyed Diesel #2	\$6,466.28
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HOMAX OIL SALES, INC	Balefill - Dispatch	Dyed Diesel #2	\$8,826.57
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<i>HOMAX OIL SALES, INC - Total For Balefill - Dispatch</i>	<i>\$15,292.85</i>
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HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 02/F2	\$20,798.09
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 01/F1	\$19,590.10
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$40,388.19</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$55,681.04

HOOD'S EQUIPMENT & S

HOOD'S EQUIPMENT & S	WWTP - Operations	MISCELLANEOUS AUTOMOTIVE DEALERS	\$13.39
<i>HOOD'S EQUIPMENT & S - Total For WWTP - Operations</i>			<i>\$13.39</i>
HOOD'S EQUIPMENT & S - ALL DEPARTMENTS			\$13.39

HOPPER DISPOSAL, INC

HOPPER DISPOSAL, INC	Balefill - Dispatch	March 19 Tire Shred	\$34,800.00
<i>HOPPER DISPOSAL, INC - Total For Balefill - Dispatch</i>			<i>\$34,800.00</i>
HOPPER DISPOSAL, INC - ALL DEPARTMENTS			\$34,800.00

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Refuse - Residential	STREET SWEEPER HOSE	\$198.80
<i>HOSE & RUBBER SUPPLY - Total For Refuse - Residential</i>			<i>\$198.80</i>
HOSE & RUBBER SUPPLY	Water - Distribution	GAS HOSE #E35334-001	\$48.30
<i>HOSE & RUBBER SUPPLY - Total For Water - Distribution</i>			<i>\$48.30</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$247.10

HUB INTL. MOUNTAIN S

HUB INTL. MOUNTAIN S	Property Insurance Fund	Hogadon Insurance FY20	\$23,845.00
<i>HUB INTL. MOUNTAIN S - Total For Property Insurance Fund</i>			<i>\$23,845.00</i>
HUB INTL. MOUNTAIN S - ALL DEPARTMENTS			\$23,845.00

IDEALTRUEVALUE

IDEALTRUEVALUE	Hogadon - Operations	Hardware supply , Plastic pond shovels	\$87.83
<i>IDEALTRUEVALUE - Total For Hogadon - Operations</i>			<i>\$87.83</i>

IDEALTRUEVALUE - ALL DEPARTMENTS \$87.83

IDEXX DISTRIBUTION I

IDEXX DISTRIBUTION I	Regional Water Operations	LAB supplies	\$1,202.98
<i>IDEXX DISTRIBUTION I - Total For Regional Water Operations</i>			<i>\$1,202.98</i>

IDEXX DISTRIBUTION I - ALL DEPARTMENTS \$1,202.98

INTERFAITH OF NATRON

INTERFAITH OF NATRON	Capital Projects Fund	Fy19 Orphaned Cap Funding 4th qrtr	\$5,750.00
<i>INTERFAITH OF NATRON - Total For Capital Projects Fund</i>			<i>\$5,750.00</i>

INTERFAITH OF NATRON - ALL DEPARTMENTS \$5,750.00

INT'L ASSOC OF FIRE

INT'L ASSOC OF FIRE	Fire Administration	IAFC Membership	\$215.00
INT'L ASSOC OF FIRE	Fire Administration	IAFC - Annual Membership Dues	\$1,075.00
<i>INT'L ASSOC OF FIRE - Total For Fire Administration</i>			<i>\$1,290.00</i>

INT'L ASSOC OF FIRE - ALL DEPARTMENTS \$1,290.00

INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Fleet Maintenance Fund	UST AST Certification Test	\$85.00
<i>INT'L CODE COUNCIL I - Total For Fleet Maintenance Fund</i>			<i>\$85.00</i>

INT'L CODE COUNCIL I - ALL DEPARTMENTS \$85.00

INTUIT, INC.

INTUIT, INC.	Balefill - Dispatch	SAFETY INSPECTIONS	\$603.00
<i>INTUIT, INC. - Total For Balefill - Dispatch</i>			<i>\$603.00</i>

INTUIT, INC.	Parks - Parks Maint.	4th of July Banners for Downtown	\$4,138.00
<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$4,138.00</i>

INTUIT, INC.	Police Administration	DOCTORS, PHYSICIANS	\$400.00
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INTUIT, INC.	Police Administration	DOCTORS, PHYSICIANS	\$400.00
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INTUIT, INC. - Total For Police Administration *\$800.00*

INTUIT, INC.	Refuse - Residential	C & C SUPPLY LLC BOLTS TRUCK BARN RC RES	\$50.59
<i>INTUIT, INC. - Total For Refuse - Residential</i>			<i>\$50.59</i>
INTUIT, INC. - ALL DEPARTMENTS			\$5,591.59

ISA

ISA	Parks - Urban Foestry	Rocky Mountain Chapter Dues	\$52.00
<i>ISA - Total For Parks - Urban Foestry</i>			<i>\$52.00</i>
ISA - ALL DEPARTMENTS			\$52.00

JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Refuse - Commercial	TRUCK MTN. ROLLOFF TRUCK UNIT 222280	\$1,119.86
<i>JACK'S TRUCK & EQUIP - Total For Refuse - Commercial</i>			<i>\$1,119.86</i>
JACK'S TRUCK & EQUIP - ALL DEPARTMENTS			\$1,119.86

JKC ENGINEERING

JKC ENGINEERING	Balefill - Dispatch	#18-079 2019 CRL Survey	\$2,193.50
<i>JKC ENGINEERING - Total For Balefill - Dispatch</i>			<i>\$2,193.50</i>
JKC ENGINEERING - ALL DEPARTMENTS			\$2,193.50

KART-MAN, LLC

KART-MAN, LLC	Refuse - Residential	CONTAINER REFURBISHING SUPPLIES	\$2,610.60
<i>KART-MAN, LLC - Total For Refuse - Residential</i>			<i>\$2,610.60</i>
KART-MAN, LLC - ALL DEPARTMENTS			\$2,610.60

KIWANIS CLUB

KIWANIS CLUB	City Attorney	Active Member Quarterly Dues	\$228.00
<i>KIWANIS CLUB - Total For City Attorney</i>			<i>\$228.00</i>
KIWANIS CLUB - ALL DEPARTMENTS			\$228.00

KNIFE RIVER 5701

KNIFE RIVER 5701	Water - Distribution	CONSTRUCTION MATERIALS	\$950.85
<i>KNIFE RIVER 5701 - Total For Water - Distribution</i>			<i>\$950.85</i>
KNIFE RIVER 5701 - ALL DEPARTMENTS			\$950.85

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Dispatch	Cover Materials	\$519.98
<i>KNIFE RIVER/JTL - Total For Balefill - Dispatch</i>			<i>\$519.98</i>
KNIFE RIVER/JTL	Capital Projects Fund	2019 Residential Streets Impr 18-062	184,915.03
KNIFE RIVER/JTL	Capital Projects Fund	2018 Arterials & Collectors	124,266.02
<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$309,181.05</i>
KNIFE RIVER/JTL	Parks - Athletic Maint.	Concrete	\$324.30
<i>KNIFE RIVER/JTL - Total For Parks - Athletic Maint.</i>			<i>\$324.30</i>
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$937.08
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$390.00
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$256.75
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$258.05
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$4,331.43
KNIFE RIVER/JTL	Streets	1/2" Plant mix	\$580.26
KNIFE RIVER/JTL	Streets	3/8" & 1/2" Plant Mix	\$374.00
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$7,127.57</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$317,152.90

KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP - Operations	Chemicals Taybag	\$5,618.85
<i>KUBWATER RESOURCES, - Total For WWTP - Operations</i>			<i>\$5,618.85</i>
KUBWATER RESOURCES, - ALL DEPARTMENTS			\$5,618.85

KV DAVIS COUNSELING

KV DAVIS COUNSELING	Public Saftey Communication	Legal/Medical Confidential	\$100.00
<i>KV DAVIS COUNSELING - Total For Public Saftey Communication</i>			<i>\$100.00</i>
KV DAVIS COUNSELING - ALL DEPARTMENTS			\$100.00

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Operations	MISCELLANEOUS AND RETAIL STORES - LN Curti	\$828.39
<i>L.N. CURTIS & SONS I - Total For Operations</i>			<i>\$828.39</i>

L.N. CURTIS & SONS I - ALL DEPARTMENTS \$828.39

LAMAR MEDIA CORP

LAMAR MEDIA CORP	Sewer Fund - Stormwater	ADVERTISING SERVICES	\$2,100.00
<i>LAMAR MEDIA CORP - Total For Sewer Fund - Stormwater</i>			<i>\$2,100.00</i>

LAMAR MEDIA CORP - ALL DEPARTMENTS \$2,100.00

LAW OFFICE OF HAMPTO

LAW OFFICE OF HAMPTO	City Manager	June 19 Public Defender Contract	\$1,350.00
<i>LAW OFFICE OF HAMPTO - Total For City Manager</i>			<i>\$1,350.00</i>

LAW OFFICE OF HAMPTO - ALL DEPARTMENTS \$1,350.00

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Dispatch	Cleaning/Painting	\$341.00
LISA'S SPIC N SPAN	Balefill - Dispatch	Weeding	\$640.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Dispatch</i>			<i>\$981.00</i>

LISA'S SPIC N SPAN - ALL DEPARTMENTS \$981.00

LOAF N JUG #0106

LOAF N JUG #0106	Operations	Loaf N Jug - Propane	\$46.18
<i>LOAF N JUG #0106 - Total For Operations</i>			<i>\$46.18</i>

LOAF N JUG #0106 - ALL DEPARTMENTS \$46.18

LOENBRO INSTRUMENTAT

LOENBRO INSTRUMENTAT	Buildings & Structures Fund	CFAC Lap Pool Welding	\$451.25
<i>LOENBRO INSTRUMENTAT - Total For Buildings & Structures Fund</i>			<i>\$451.25</i>

LOENBRO INSTRUMENTAT - ALL DEPARTMENTS \$451.25

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Buildings & Structures Fund	Metro HVAC Repair	\$271.00
LONG BUILDING TECHNO	Buildings & Structures Fund	City Center HVAC Repair	\$6,350.00
LONG BUILDING TECHNO	Buildings & Structures Fund	City Center HVAC Repair	\$755.20
LONG BUILDING TECHNO	Buildings & Structures Fund	City Hall Chiller Replacement	\$4,886.20

LONG BUILDING TECHNO - Total For Buildings & Structures Fund \$12,262.40

LONG BUILDING TECHNO - ALL DEPARTMENTS \$12,262.40

LOWER & CO.

LOWER & CO.	Capital Projects Fund	Verda James Overpass 18-010	\$1,000.00
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LOWER & CO. - Total For Capital Projects Fund \$1,000.00

LOWER & CO. - ALL DEPARTMENTS \$1,000.00

LYLE SIGNS

LYLE SIGNS	Traffic Control	30 inch roll of Black EC film for sign making	\$610.00
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LYLE SIGNS - Total For Traffic Control \$610.00

LYLE SIGNS - ALL DEPARTMENTS \$610.00

MAVERIK #547

MAVERIK #547	Fleet Maintenance Fund	Ethanol Free Fuel for Weedeaters	\$97.77
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MAVERIK #547 - Total For Fleet Maintenance Fund \$97.77

MAVERIK #547 - ALL DEPARTMENTS \$97.77

MCCOY SALES CORPORAT

MCCOY SALES CORPORAT	Balefill - Proc	balefill baler ops supplies kidney loop hydraulic	\$671.29
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MCCOY SALES CORPORAT - Total For Balefill - Proc \$671.29

MCCOY SALES CORPORAT - ALL DEPARTMENTS \$671.29

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Dispatch	DOOR AND WINDOWS FOR STORAGE SHED - RO	\$1,371.97
<i>MENARDS CASPER WY - Total For Balefill - Dispatch</i>			<i>\$1,371.97</i>
MENARDS CASPER WY	Balefill - Diver	HOME SUPPLY WAREHOUSE STORES SPECIAL W	\$446.14
<i>MENARDS CASPER WY - Total For Balefill - Diver</i>			<i>\$446.14</i>
MENARDS CASPER WY	Buildings & Structures Fund	HOME SUPPLY WAREHOUSE STORES	\$86.83
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$86.83</i>
MENARDS CASPER WY	Meter Services	6 -hand trowel for curb box maintenance, respir	\$89.23
<i>MENARDS CASPER WY - Total For Meter Services</i>			<i>\$89.23</i>
MENARDS CASPER WY	Operations	HOME SUPPLY WAREHOUSE STORES - Menards	\$7.14
<i>MENARDS CASPER WY - Total For Operations</i>			<i>\$7.14</i>
MENARDS CASPER WY	Regional Water Operations	Well Supplies	\$184.98
<i>MENARDS CASPER WY - Total For Regional Water Operations</i>			<i>\$184.98</i>
MENARDS CASPER WY	Water - Distribution	HOME SUPPLY WAREHOUSE STORES	\$31.47
<i>MENARDS CASPER WY - Total For Water - Distribution</i>			<i>\$31.47</i>
MENARDS CASPER WY	Water - Tanks	REFUND UNUSED FLUSHER SAMPLE PARTS	(\$17.08)
MENARDS CASPER WY	Water - Tanks	MANOR BOOSTER ARV FLUSHER SAMPLE PART	\$117.71
<i>MENARDS CASPER WY - Total For Water - Tanks</i>			<i>\$100.63</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$2,318.39

MICHAEL BAKER INTERN

MICHAEL BAKER INTERN	Revolving Land Fund	No.173824 Midwest Reconstruction Build Grant	\$5,000.00
<i>MICHAEL BAKER INTERN - Total For Revolving Land Fund</i>			<i>\$5,000.00</i>

MICHAEL BAKER INTERN - ALL DEPARTMENTS **\$5,000.00**

MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Refuse - Residential	RC RES OP SUPPLIES FENCE REPAIR	\$18.06
<i>MICHAELSFENCE&SUPPLY - Total For Refuse - Residential</i>			<i>\$18.06</i>

MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS **\$18.06**

MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Golf - Operations	NURSERIES, LAWN AND GARDEN SUPPLY STORE	\$2,067.26
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<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			\$2,067.26
MIDLAND IMPLEMENT, I - ALL DEPARTMENTS			\$2,067.26

MOBILE CONCRETE, INC

MOBILE CONCRETE, INC	Water - Distribution	CONTRACTORS, CONCRETE WORK	\$216.00
<i>MOBILE CONCRETE, INC - Total For Water - Distribution</i>			<i>\$216.00</i>
MOBILE CONCRETE, INC - ALL DEPARTMENTS			\$216.00

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	WWTP - Operations	Robertson Rd Lift Station Generator	\$59,110.00
<i>MODERN ELECTRIC CORP - Total For WWTP - Operations</i>			<i>\$59,110.00</i>
MODERN ELECTRIC CORP - ALL DEPARTMENTS			\$59,110.00

MOSS SBT INC

MOSS SBT INC	Operations	Moss Saddle and Boots - Boots	\$385.25
<i>MOSS SBT INC - Total For Operations</i>			<i>\$385.25</i>
MOSS SBT INC - ALL DEPARTMENTS			\$385.25

MOUNTAIN STATES

MOUNTAIN STATES	Human Resources	Letterhead	\$158.64
MOUNTAIN STATES	Human Resources	Envelopes	\$110.86
<i>MOUNTAIN STATES - Total For Human Resources</i>			<i>\$269.50</i>
MOUNTAIN STATES	Risk Management	Envelopes	\$110.86
MOUNTAIN STATES	Risk Management	Letterhead	\$147.35
<i>MOUNTAIN STATES - Total For Risk Management</i>			<i>\$258.21</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$527.71

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Information Services	Enterprise Internet Service	\$1,003.56
<i>MOUNTAIN WEST TELEPH - Total For Information Services</i>			<i>\$1,003.56</i>

MOUNTAIN WEST TELEPH - ALL DEPARTMENTS

\$1,003.56

MULTI-TECH SYSTEMS

MULTI-TECH SYSTEMS	Information Services	FaxFinder repair	\$323.75
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<i>MULTI-TECH SYSTEMS - Total For Information Services</i>			\$323.75
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MULTI-TECH SYSTEMS - ALL DEPARTMENTS

\$323.75

MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Operations	MES - Bullard Helmets and Goggle Sleeve	\$1,990.80
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<i>MUNICIPAL EMERGENCY - Total For Operations</i>			\$1,990.80
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MUNICIPAL EMERGENCY - ALL DEPARTMENTS

\$1,990.80

MURDOCHS RANCH

MURDOCHS RANCH	Buildings & Structures Fund	Returned waders for fountain	(\$104.99)
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MURDOCHS RANCH	Buildings & Structures Fund	waders for fountain	\$104.99
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<i>MURDOCHS RANCH - Total For Buildings & Structures Fund</i>			\$0.00
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MURDOCHS RANCH	Operations	MISCELLANEOUS AND RETAIL STORES - Murdoc	\$37.98
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<i>MURDOCHS RANCH - Total For Operations</i>			\$37.98
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MURDOCHS RANCH - ALL DEPARTMENTS

\$37.98

NALCO CHEMICAL CO.

NALCO CHEMICAL CO.	WWTP - Regional Interc	Chemicals- Ferrous Chloride	\$16,740.00
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<i>NALCO CHEMICAL CO. - Total For WWTP - Regional Interc</i>			\$16,740.00
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NALCO CHEMICAL CO. - ALL DEPARTMENTS

\$16,740.00

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Proc	parts for cooler in baler building	\$193.03
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NAPA AUTO PARTS CORP	Balefill - Proc	BALER BUILDING COOLER PARTS	\$499.99
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<i>NAPA AUTO PARTS CORP - Total For Balefill - Proc</i>			\$693.02
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	May 2019 Napa	\$61,879.96
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	June 2019 Napa	\$56,844.70
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	May 2019 Napa	\$12,777.67
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	June 2019 Napa	\$12,436.94
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	June 2019 Napa	\$98.23
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	May 2019 Napa	\$171.64
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$144,209.14</i>
NAPA AUTO PARTS CORP	Golf - Operations	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$25.54
<i>NAPA AUTO PARTS CORP - Total For Golf - Operations</i>			<i>\$25.54</i>
NAPA AUTO PARTS CORP	Parks - Athletic Maint.	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$59.59
<i>NAPA AUTO PARTS CORP - Total For Parks - Athletic Maint.</i>			<i>\$59.59</i>
NAPA AUTO PARTS CORP	Regional Water Operations	tools	\$12.99
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$12.99</i>
NAPA AUTO PARTS CORP	Sewer Fund - Stormwater	Parts for oil change at McKinley lift station	\$41.42
<i>NAPA AUTO PARTS CORP - Total For Sewer Fund - Stormwater</i>			<i>\$41.42</i>
NAPA AUTO PARTS CORP	Water - Distribution	AUTOMOTIVE PARTS, ACCESSORIES STORES	(\$9.49)
NAPA AUTO PARTS CORP	Water - Distribution	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$29.48
<i>NAPA AUTO PARTS CORP - Total For Water - Distribution</i>			<i>\$19.99</i>
NAPA AUTO PARTS CORP	Water - Tanks	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$29.10
<i>NAPA AUTO PARTS CORP - Total For Water - Tanks</i>			<i>\$29.10</i>
NAPA AUTO PARTS CORP	WWTP - Operations	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$13.15
NAPA AUTO PARTS CORP	WWTP - Operations	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$12.36
<i>NAPA AUTO PARTS CORP - Total For WWTP - Operations</i>			<i>\$25.51</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$145,116.30

NATIONAL ANIMAL CARE

NATIONAL ANIMAL CARE	Police Administration	ANIMAL PROTECTION OFFICER RECRUITMENT	\$40.00
<i>NATIONAL ANIMAL CARE - Total For Police Administration</i>			<i>\$40.00</i>
NATIONAL ANIMAL CARE - ALL DEPARTMENTS			\$40.00

NATIONAL BENEFIT SER

NATIONAL BENEFIT SER	Health Insurance Fund	June 209 FSA Plan Admin Fees	\$411.75
NATIONAL BENEFIT SER	Health Insurance Fund	Cafeteria Plan Debit Card Fees	\$18.00
<i>NATIONAL BENEFIT SER - Total For Health Insurance Fund</i>			<i>\$429.75</i>

NATIONAL BENEFIT SER - ALL DEPARTMENTS

\$429.75

NATIONAL EMERGENCY T

NATIONAL EMERGENCY T	Training	National Emergency Training Center Meal Ticket	\$172.00
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<i>NATIONAL EMERGENCY T - Total For Training</i>			\$172.00
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NATIONAL EMERGENCY T - ALL DEPARTMENTS

\$172.00

NETWORK FLEET.

NETWORK FLEET.	Animal Control	Network Fleet AVL fees	\$128.87
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<i>NETWORK FLEET. - Total For Animal Control</i>			\$128.87
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NETWORK FLEET.	Code Enforcement	Network Fleet AVL fees	\$221.99
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<i>NETWORK FLEET. - Total For Code Enforcement</i>			\$221.99
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NETWORK FLEET.	Fleet Maintenance Fund	Network Fleet AVL fees	\$18.95
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<i>NETWORK FLEET. - Total For Fleet Maintenance Fund</i>			\$18.95
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NETWORK FLEET.	Metro Animal Fund - Admin	Network Fleet AVL fees	\$18.95
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<i>NETWORK FLEET. - Total For Metro Animal Fund - Admin</i>			\$18.95
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NETWORK FLEET.	Parks - Parks Maint.	Network Fleet AVL fees	\$164.70
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<i>NETWORK FLEET. - Total For Parks - Parks Maint.</i>			\$164.70
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NETWORK FLEET.	Refuse - Residential	Network Fleet AVL fees	\$585.50
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<i>NETWORK FLEET. - Total For Refuse - Residential</i>			\$585.50
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NETWORK FLEET.	Sewer Fund - Collection	Network Fleet AVL fees	\$56.85
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<i>NETWORK FLEET. - Total For Sewer Fund - Collection</i>			\$56.85
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NETWORK FLEET.	Streets	Network Fleet AVL fees	\$471.60
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<i>NETWORK FLEET. - Total For Streets</i>			\$471.60
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NETWORK FLEET.	Water - Distribution	Network Fleet AVL fees	\$151.60
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<i>NETWORK FLEET. - Total For Water - Distribution</i>			\$151.60
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NETWORK FLEET. - ALL DEPARTMENTS

\$1,819.01

NEWCOM TECHNOLOGIES

NEWCOM TECHNOLOGIES	Cemetery	FY20 Software Maintenance Renewal	\$1,200.00
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<i>NEWCOM TECHNOLOGIES - Total For Cemetery</i>			\$1,200.00
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NEWCOM TECHNOLOGIES - ALL DEPARTMENTS

\$1,200.00

NOLAND FEED

NOLAND FEED	Police Administration	VARIETY STORES	\$115.35
<i>NOLAND FEED - Total For Police Administration</i>			<i>\$115.35</i>

NOLAND FEED - ALL DEPARTMENTS **\$115.35**

NORCO, INC.

NORCO, INC.	Aquatics - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$35.86
<i>NORCO, INC. - Total For Aquatics - Operations</i>			<i>\$35.86</i>
NORCO, INC.	Buildings & Structures Fund	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$6.48
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for City Hall	\$1,178.28
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$1,184.76</i>
NORCO, INC.	Hogadon - Operations	Shop Supplies	\$397.48
<i>NORCO, INC. - Total For Hogadon - Operations</i>			<i>\$397.48</i>
NORCO, INC.	Ice Arena - Operations	RECEPTICAL LINERS	\$103.14
<i>NORCO, INC. - Total For Ice Arena - Operations</i>			<i>\$103.14</i>
NORCO, INC.	Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$144.20
NORCO, INC.	Operations	Nitrile Gloves	\$477.60
NORCO, INC.	Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$41.36
<i>NORCO, INC. - Total For Operations</i>			<i>\$663.16</i>
NORCO, INC.	Parks - Athletic Maint.	Speedway vale replacement and leak repair	\$39.94
<i>NORCO, INC. - Total For Parks - Athletic Maint.</i>			<i>\$39.94</i>
NORCO, INC.	Parks - Parks Maint.	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$150.67
<i>NORCO, INC. - Total For Parks - Parks Maint.</i>			<i>\$150.67</i>
NORCO, INC.	Rec Center - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$303.22
<i>NORCO, INC. - Total For Rec Center - Operations</i>			<i>\$303.22</i>
NORCO, INC.	Water - Distribution	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$93.00
<i>NORCO, INC. - Total For Water - Distribution</i>			<i>\$93.00</i>
NORCO, INC. - ALL DEPARTMENTS			\$2,971.23

NORTH PARK TRANSPORA

NORTH PARK TRANSPORA	Fleet Maintenance Fund	PLT Radiator	\$136.28
<i>NORTH PARK TRANSPORA - Total For Fleet Maintenance Fund</i>			<i>\$136.28</i>

NORTH PARK TRANSPORA - ALL DEPARTMENTS \$136.28

NSAA

NSAA	Hogadon - Operations	CIVIC, SOCIAL AND FRATERNAL ASSOCIATIONS	\$63.62
NSAA	Hogadon - Operations	National Ski Area Association	\$588.00
NSAA	Hogadon - Operations	National Ski Area Association	\$98.62

NSAA - Total For Hogadon - Operations \$750.24

NSAA - ALL DEPARTMENTS \$750.24

OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	Repairs	\$891.76
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OLSON AUTOBODY & COL - Total For Fleet Maintenance Fund \$891.76

OLSON AUTOBODY & COL - ALL DEPARTMENTS \$891.76

ONE CALL OF WY.

ONE CALL OF WY.	Parks - Parks Maint.	Tickets for June	\$107.25
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ONE CALL OF WY. - Total For Parks - Parks Maint. \$107.25

ONE CALL OF WY.	Sewer Fund - Collection	Tickets for June 2019	\$395.21
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ONE CALL OF WY. - Total For Sewer Fund - Collection \$395.21

ONE CALL OF WY.	Water - Distribution	Tickets for June 2019	\$483.04
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ONE CALL OF WY. - Total For Water - Distribution \$483.04

ONE CALL OF WY. - ALL DEPARTMENTS \$985.50

OREILLY AUTO

OREILLY AUTO	Operations	AUTOMOTIVE PARTS, ACCESSORIES STORES - O'	\$28.30
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OREILLY AUTO - Total For Operations \$28.30

OREILLY AUTO - ALL DEPARTMENTS \$28.30

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP - Operations	TESTING LABORATORIES (NON-MEDICAL)	\$45.00
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PACE ANALYTICAL SERV - Total For WWTP - Operations \$45.00

PACE ANALYTICAL SERV - ALL DEPARTMENTS

\$45.00

PAPA JOHN'S #1393

PAPA JOHN'S #1393 Training FAST FOOD RESTAURANTS - Papa Johns Pizza for \$84.39

PAPA JOHN'S #1393 - Total For Training \$84.39

PAPA JOHN'S #1393 - ALL DEPARTMENTS

\$84.39

PARTMASTER

PARTMASTER Balefill - Proc INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI \$1,018.07

PARTMASTER - Total For Balefill - Proc \$1,018.07

PARTMASTER - ALL DEPARTMENTS

\$1,018.07

PAYPAL GOVERNMENTJ

PAYPAL GOVERNMENTJ Human Resources INSIGHT PURPLE BELT TRAINING \$99.00

PAYPAL GOVERNMENTJ - Total For Human Resources \$99.00

PAYPAL GOVERNMENTJ - ALL DEPARTMENTS

\$99.00

PAYPAL MAINSTREAMMC

PAYPAL MAINSTREAMMC Water - Admin training \$199.00

PAYPAL MAINSTREAMMC - Total For Water - Admin \$199.00

PAYPAL MAINSTREAMMC - ALL DEPARTMENTS

\$199.00

PAYPAL REEVESCOMPA

PAYPAL REEVESCOMPA Police Administration STATIONARY, OFFICE AND SCHOOL SUPPLY STO \$70.49

PAYPAL REEVESCOMPA - Total For Police Administration \$70.49

PAYPAL REEVESCOMPA - ALL DEPARTMENTS

\$70.49

PAYPAL SIGNZILLA

PAYPAL SIGNZILLA Training VOCATIONAL AND TRADE SCHOOLS - Signzilla S \$495.00

PAYPAL SIGNZILLA - Total For Training \$495.00

PAYPAL SIGNZILLA - ALL DEPARTMENTS \$495.00

PAYPAL WYOMINGSOCI

PAYPAL WYOMINGSOCI Human Resources SHRM CONFERENCE REGISTRATION \$229.00

PAYPAL WYOMINGSOCI - Total For Human Resources \$229.00

PAYPAL WYOMINGSOCI - ALL DEPARTMENTS \$229.00

PIZZA HUT 035955

PIZZA HUT 035955 Regional Water Operations JPB Lunch \$70.46

PIZZA HUT 035955 - Total For Regional Water Operations \$70.46

PIZZA HUT 035955 - ALL DEPARTMENTS \$70.46

POLISHED CONCRETE OF

POLISHED CONCRETE OF Urban Forestry City Hall Flooring/Remodel \$30,770.00

POLISHED CONCRETE OF - Total For Urban Forestry \$30,770.00

POLISHED CONCRETE OF - ALL DEPARTMENTS \$30,770.00

POSTAL PROS, INC.

POSTAL PROS, INC. Customer Service Utility Billing \$5,123.64

POSTAL PROS, INC. Customer Service Utility Billing \$2,523.02

POSTAL PROS, INC. Customer Service E-Statement/Web Posting \$1,590.11

POSTAL PROS, INC. Customer Service Utility Billing \$3,301.78

POSTAL PROS, INC. - Total For Customer Service \$12,538.55

POSTAL PROS, INC. - ALL DEPARTMENTS \$12,538.55

POTTERS FLEX O LITE

POTTERS FLEX O LITE Traffic Control reflective glass beads for street striping \$1,752.00

POTTERS FLEX O LITE - Total For Traffic Control \$1,752.00

POTTERS FLEX O LITE - ALL DEPARTMENTS \$1,752.00

PRINTWORKS

PRINTWORKS	Code Enforcement	Printing/Reproduction	\$307.28
PRINTWORKS	Code Enforcement	Inspection Books	\$205.84
<i>PRINTWORKS - Total For Code Enforcement</i>			<i>\$513.12</i>

PRINTWORKS - ALL DEPARTMENTS \$513.12

PROFORCE LAW ENFORCE

PROFORCE LAW ENFORCE	Police Administration	Patrol Rifle	\$4,301.80
<i>PROFORCE LAW ENFORCE - Total For Police Administration</i>			<i>\$4,301.80</i>

PROFORCE LAW ENFORCE - ALL DEPARTMENTS \$4,301.80

PUBWORKS

PUBWORKS	Golf - Operations	PubWorks Annual Support	\$250.00
<i>PUBWORKS - Total For Golf - Operations</i>			<i>\$250.00</i>

PUBWORKS	Hogadon - Operations	PubWorks Annual Support	\$250.00
<i>PUBWORKS - Total For Hogadon - Operations</i>			<i>\$250.00</i>

PUBWORKS	Parks - Parks Maint.	PubWorks Annual Support	\$1,500.00
<i>PUBWORKS - Total For Parks - Parks Maint.</i>			<i>\$1,500.00</i>

PUBWORKS	Streets	PubWorks Annual Support	\$2,232.00
<i>PUBWORKS - Total For Streets</i>			<i>\$2,232.00</i>

PUBWORKS	Weed & Pest Fund	PubWorks Annual Support	\$1,000.00
<i>PUBWORKS - Total For Weed & Pest Fund</i>			<i>\$1,000.00</i>

PUBWORKS - ALL DEPARTMENTS \$5,232.00

PYROTECHS INC

PYROTECHS INC	Buildings & Structures Fund	City Hall Annual Inspections	\$480.00
PYROTECHS INC	Buildings & Structures Fund	Rec Center Annual Fire System Tests	\$890.00
PYROTECHS INC	Buildings & Structures Fund	Service Center Annual Fire Tests	\$480.00
PYROTECHS INC	Buildings & Structures Fund	Sta. #2 Annual Fire Systems Tests	\$465.00
PYROTECHS INC	Buildings & Structures Fund	Fire #6 Annual Fire System Tests	\$415.00
PYROTECHS INC	Buildings & Structures Fund	Marathon Annual Fire Tests	\$480.00

PYROTECHS INC	Buildings & Structures Fund	Stn #3 Annual Fire System Tests	\$415.00
<i>PYROTECHS INC - Total For Buildings & Structures Fund</i>			\$3,625.00
PYROTECHS INC - ALL DEPARTMENTS			\$3,625.00

R & R REST STOPS

R & R REST STOPS	Golf - Operations	R&R reststops	\$378.00
<i>R & R REST STOPS - Total For Golf - Operations</i>			\$378.00
R & R REST STOPS	Parks - Parks Maint.	PORTA JOHNS FOR LONG, CONWELL, AND PV P	\$686.88
<i>R & R REST STOPS - Total For Parks - Parks Maint.</i>			\$686.88
R & R REST STOPS	Police Administration	UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WTR	\$24.81
<i>R & R REST STOPS - Total For Police Administration</i>			\$24.81
R & R REST STOPS - ALL DEPARTMENTS			\$1,089.69

RAMKOTA HOTEL AND CO

RAMKOTA HOTEL AND CO	Golf - Operations	LODGING, HOTELS, MOTELS, RESORTS	\$282.00
<i>RAMKOTA HOTEL AND CO - Total For Golf - Operations</i>			\$282.00
RAMKOTA HOTEL AND CO - ALL DEPARTMENTS			\$282.00

RAMSHORN CONSTRUCTIO

RAMSHORN CONSTRUCTIO	Capital Projects Fund	Bryan Stock Trl and Metro Rd 18-019	\$22,800.74
<i>RAMSHORN CONSTRUCTIO - Total For Capital Projects Fund</i>			\$22,800.74
RAMSHORN CONSTRUCTIO	Refuse - Recycling	Bryan Stock Trl and Metro Rd 18-019	\$3,022.77
<i>RAMSHORN CONSTRUCTIO - Total For Refuse - Recycling</i>			\$3,022.77
RAMSHORN CONSTRUCTIO	Water - Distribution	Bryan Stock Trl and Metro Rd 18-019	\$3,907.99
<i>RAMSHORN CONSTRUCTIO - Total For Water - Distribution</i>			\$3,907.99
RAMSHORN CONSTRUCTIO - ALL DEPARTMENTS			\$29,731.50

RECYCLED MATERIALS,

RECYCLED MATERIALS,	Code Enforcement	Demolition 1129 C Street	\$5,375.00
<i>RECYCLED MATERIALS, - Total For Code Enforcement</i>			\$5,375.00
RECYCLED MATERIALS, - ALL DEPARTMENTS			\$5,375.00

RECYKLING INDUSTRIAL

RECYKLING INDUSTRIAL	Balefill - Proc	2019 Services	\$13,350.00
<i>RECYKLING INDUSTRIAL - Total For Balefill - Proc</i>			<i>\$13,350.00</i>

RECYKLING INDUSTRIAL - ALL DEPARTMENTS \$13,350.00

RESOURCE MGMT. CO, I

RESOURCE MGMT. CO, I	Fleet Maintenance Fund	Tires	\$472.00
<i>RESOURCE MGMT. CO, I - Total For Fleet Maintenance Fund</i>			<i>\$472.00</i>

RESOURCE MGMT. CO, I - ALL DEPARTMENTS \$472.00

RICOH USA INC

RICOH USA INC	Capital Projects Fund	Ricoh Services	\$4,895.00
<i>RICOH USA INC - Total For Capital Projects Fund</i>			<i>\$4,895.00</i>

RICOH USA INC - ALL DEPARTMENTS \$4,895.00

RICOH USA, INC

RICOH USA, INC	Police Administration	OFFICE, PHOTOGRAPHIC, PHOTOCOPY, AND MI	\$52.38
<i>RICOH USA, INC - Total For Police Administration</i>			<i>\$52.38</i>

RICOH USA, INC - ALL DEPARTMENTS \$52.38

RMI WYOMING INC

RMI WYOMING INC	WWTP - Operations	CONSTRUCTION MATERIALS	\$250.00
<i>RMI WYOMING INC - Total For WWTP - Operations</i>			<i>\$250.00</i>

RMI WYOMING INC - ALL DEPARTMENTS \$250.00

RMIN

RMIN	Police Administration	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$250.00
<i>RMIN - Total For Police Administration</i>			<i>\$250.00</i>

RMIN - ALL DEPARTMENTS \$250.00

ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Regional Water Operations	Chemicals Oxygen	\$3,496.36
ROCKY MOUNTAIN AIR S	Regional Water Operations	Chemicals Oxygen	\$3,147.25
<i>ROCKY MOUNTAIN AIR S - Total For Regional Water Operations</i>			<i>\$6,643.61</i>

ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS

\$6,643.61

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Pool	Electricity	\$4,184.87
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>			<i>\$4,184.87</i>
ROCKY MOUNTAIN POWER	Balefill - Dispatch	Electricity	\$264.56
ROCKY MOUNTAIN POWER	Balefill - Dispatch	Electricity	\$2,881.47
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Dispatch</i>			<i>\$3,146.03</i>
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Electricity	\$125.59
<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			<i>\$125.59</i>
ROCKY MOUNTAIN POWER	Fire Administration	Electricity	\$272.89
<i>ROCKY MOUNTAIN POWER - Total For Fire Administration</i>			<i>\$272.89</i>
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Electricity	\$10,136.73
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$10,136.73</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$4,866.49
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$4,866.49</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$59.25
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$2,375.86
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$2,435.11</i>
ROCKY MOUNTAIN POWER	Regional Water Operations	Electricity	116,825.21
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$116,825.21</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Electricity	\$8,675.81
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$8,675.81</i>
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$63.43
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$91,856.08
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$91,919.51</i>
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$25,404.19
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$398.46
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			<i>\$25,802.65</i>

ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$159.76
<i>ROCKY MOUNTAIN POWER - Total For WWTP - Operations</i>			<i>\$159.76</i>

ROCKY MOUNTAIN POWER - ALL DEPARTMENTS \$268,550.65

RODOLPH BROTHERS INC

RODOLPH BROTHERS INC	Balefill - Dispatch	LANDSCAPE AND HORTICULTURAL SERVICES	\$220.00
<i>RODOLPH BROTHERS INC - Total For Balefill - Dispatch</i>			<i>\$220.00</i>

RODOLPH BROTHERS INC - ALL DEPARTMENTS \$220.00

Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented	\$2,509.08
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented Portable toilets	\$219.12
Rooter	Parks - Parks Maint.	Handicap Accessible PTU	\$154.56
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$2,882.76</i>

Rooter - ALL DEPARTMENTS \$2,882.76

ROTARY CLUB OF CASPE

ROTARY CLUB OF CASPE	City Manager	Quarterly Dues- Napier	\$228.00
<i>ROTARY CLUB OF CASPE - Total For City Manager</i>			<i>\$228.00</i>

ROTARY CLUB OF CASPE - ALL DEPARTMENTS \$228.00

ROTO ROOTER

ROTO ROOTER	Buildings & Structures Fund	HEATING, PLUMBING, AIR CONDITIONING CONT	\$534.50
<i>ROTO ROOTER - Total For Buildings & Structures Fund</i>			<i>\$534.50</i>

ROTO ROOTER - ALL DEPARTMENTS \$534.50

SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Dispatch	WHOLESALE CLUBS	\$74.34
SAMS CLUB #6425	Balefill - Dispatch	WHOLESALE CLUBS MILLER HOUSE PILLOWS, U	\$249.08
<i>SAMS CLUB #6425 - Total For Balefill - Dispatch</i>			<i>\$323.42</i>
SAMS CLUB #6425	Balefill - Diver	WHOLESALE CLUBS	\$74.34

<i>SAMS CLUB #6425 - Total For Balefill - Diver</i>			\$74.34
SAMS CLUB #6425	ice Arena - Concessions	WHOLESALE CLUBS - CIA CONC 47-531-512-544	\$107.93
<i>SAMS CLUB #6425 - Total For ice Arena - Concessions</i>			\$107.93
SAMS CLUB #6425	Ice Arena - Operations	WHOLESALE CLUBS - CIA PRINTER 47-531-050-5	\$101.96
SAMS CLUB #6425	Ice Arena - Operations	WHOLESALE CLUBS--CUSTODIAL SUPPLIES	\$145.86
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			\$247.82
SAMS CLUB #6425	Operations	WHOLESALE CLUBS - Sam's Station Supplies	\$35.42
SAMS CLUB #6425	Operations	Sam's - Station Supplies	\$245.04
<i>SAMS CLUB #6425 - Total For Operations</i>			\$280.46
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS	\$36.28
<i>SAMS CLUB #6425 - Total For Police Administration</i>			\$36.28
SAMS CLUB #6425	Rec Center - Admin	MOUSE/BATTERIES	\$8.98
<i>SAMS CLUB #6425 - Total For Rec Center - Admin</i>			\$8.98
SAMS CLUB #6425	Rec Center - Operations	MOUSE/BATTERIES	\$30.96
<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			\$30.96
SAMS CLUB #6425	WWTP - Operations	WHOLESALE CLUBS	\$113.14
<i>SAMS CLUB #6425 - Total For WWTP - Operations</i>			\$113.14
SAMS CLUB #6425 - ALL DEPARTMENTS			\$1,223.33

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Dispatch	SPECIAL WASTE BLDG PAPER TOWELS	\$90.96
SAMSCLUB #6425	Balefill - Dispatch	WHOLESALE CLUBS MILLER HOUSE BATH TOWE	\$15.92
<i>SAMSCLUB #6425 - Total For Balefill - Dispatch</i>			\$106.88
SAMSCLUB #6425	Buildings & Structures Fund	custodial supplies for City Hall	\$107.22
SAMSCLUB #6425	Buildings & Structures Fund	Custodial supplies City Center	\$14.98
<i>SAMSCLUB #6425 - Total For Buildings & Structures Fund</i>			\$122.20
SAMSCLUB #6425	ice Arena - Concessions	WHOLESALE CLUBS - Pretzel 47-531-512-5442	\$73.68
SAMSCLUB #6425	ice Arena - Concessions	WHOLESALE CLUBS - CIA CONC	\$40.19
<i>SAMSCLUB #6425 - Total For ice Arena - Concessions</i>			\$113.87
SAMSCLUB #6425	Water - Distribution	SHOP/OFFICE SUPPLIES	\$453.67
<i>SAMSCLUB #6425 - Total For Water - Distribution</i>			\$453.67
SAMSCLUB #6425 - ALL DEPARTMENTS			\$796.62

SAMSClub.COM

SAMSClub.COM	Aquatics - Concessions	WHOLESALE CLUBS - Pool Nacho Cheese / Trays	\$411.46
<i>SAMSClub.COM - Total For Aquatics - Concessions</i>			<i>\$411.46</i>
SAMSClub.COM	ice Arena - Concessions	WHOLESALE CLUBS - CIA CONC NACHO TRAYS C	\$480.78
<i>SAMSClub.COM - Total For ice Arena - Concessions</i>			<i>\$480.78</i>
SAMSClub.COM - ALL DEPARTMENTS			\$892.24

SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN	Ft. Caspar	Animal Cards	\$591.00
<i>SHOSHONE DISTRIBUTIN - Total For Ft. Caspar</i>			<i>\$591.00</i>
SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS			\$591.00

SIMPLOT PARTNERS-141

SIMPLOT PARTNERS-141	Golf - Operations	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$1,503.00
SIMPLOT PARTNERS-141	Golf - Operations	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$1,360.00
<i>SIMPLOT PARTNERS-141 - Total For Golf - Operations</i>			<i>\$2,863.00</i>
SIMPLOT PARTNERS-141 - ALL DEPARTMENTS			\$2,863.00

SMARSH, INC

SMARSH, INC	Finance	June 19 Archiving	\$3,680.50
<i>SMARSH, INC - Total For Finance</i>			<i>\$3,680.50</i>
SMARSH, INC - ALL DEPARTMENTS			\$3,680.50

SMITHS FOOD #4185

SMITHS FOOD #4185	Regional Water Operations	CPU Development Mtg	\$29.03
SMITHS FOOD #4185	Regional Water Operations	Joint Power Board Drinks	\$53.94
SMITHS FOOD #4185	Regional Water Operations	Lunch JPB	\$25.96
<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>			<i>\$108.93</i>
SMITHS FOOD #4185 - ALL DEPARTMENTS			\$108.93

SOURCE OFFICE

SOURCE OFFICE	Balefill - Dispatch	CORRECTION TAPE	\$13.95
SOURCE OFFICE	Balefill - Dispatch	OFFICE SUPPLIES LABELS	\$12.05
SOURCE OFFICE	Balefill - Dispatch	LANDFILL INK JETS	\$102.63
<i>SOURCE OFFICE - Total For Balefill - Dispatch</i>			<i>\$128.63</i>
SOURCE OFFICE	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$73.31
SOURCE OFFICE	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$108.64
SOURCE OFFICE	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$733.25
<i>SOURCE OFFICE - Total For Police Administration</i>			<i>\$915.20</i>
SOURCE OFFICE - ALL DEPARTMENTS			\$1,043.83

SOUTHERN OUTDOOR POW

SOUTHERN OUTDOOR POW	Weed & Pest Fund	NURSERIES, LAWN AND GARDEN SUPPLY STORE	\$163.98
<i>SOUTHERN OUTDOOR POW - Total For Weed & Pest Fund</i>			<i>\$163.98</i>
SOUTHERN OUTDOOR POW - ALL DEPARTMENTS			\$163.98

SPECTRUM REACH

SPECTRUM REACH	Golf - Operations	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$148.69
<i>SPECTRUM REACH - Total For Golf - Operations</i>			<i>\$148.69</i>
SPECTRUM REACH	Public Saftey Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$83.12
<i>SPECTRUM REACH - Total For Public Saftey Communication</i>			<i>\$83.12</i>
SPECTRUM REACH - ALL DEPARTMENTS			\$231.81

SQ SQ 307 POWERWAS

SQ SQ 307 POWERWAS	Parks - Parks Maint.	GENERAL CONTRACTORS-RESIDENTIAL	\$196.00
<i>SQ SQ 307 POWERWAS - Total For Parks - Parks Maint.</i>			<i>\$196.00</i>
SQ SQ 307 POWERWAS - ALL DEPARTMENTS			\$196.00

SQ SQ ATLANTIC ELE

SQ SQ ATLANTIC ELE	Buildings & Structures Fund	ELECTRICAL CONTRACTORS	\$219.16
SQ SQ ATLANTIC ELE	Buildings & Structures Fund	ELECTRICAL CONTRACTORS	\$183.99

SQ SQ ATLANTIC ELE - Total For Buildings & Structures Fund \$403.15

SQ SQ ATLANTIC ELE - ALL DEPARTMENTS \$403.15

SQ SQ EILEEN'S COL

SQ SQ EILEEN'S COL Human Resources ONE DOZEN COOKIES \$5.50

SQ SQ EILEEN'S COL - Total For Human Resources \$5.50

SQ SQ EILEEN'S COL - ALL DEPARTMENTS \$5.50

SQ SQ MCMURRY READ

SQ SQ MCMURRY READ WWTP - Operations MISCELLANEOUS AND RETAIL STORES \$381.02

SQ SQ MCMURRY READ - Total For WWTP - Operations \$381.02

SQ SQ MCMURRY READ - ALL DEPARTMENTS \$381.02

SQ SQ MY EDUCATION

SQ SQ MY EDUCATION Risk Management CPR Cards \$154.00

SQ SQ MY EDUCATION - Total For Risk Management \$154.00

SQ SQ MY EDUCATION - ALL DEPARTMENTS \$154.00

SQ SQ PEDEN'S

SQ SQ PEDEN'S Buildings & Structures Fund MEN'S AND WOMEN'S CLOTHING STORES \$17.00

SQ SQ PEDEN'S - Total For Buildings & Structures Fund \$17.00

SQ SQ PEDEN'S Police Administration MEN'S AND WOMEN'S CLOTHING STORES \$168.00

SQ SQ PEDEN'S - Total For Police Administration \$168.00

SQ SQ PEDEN'S - ALL DEPARTMENTS \$185.00

SQ SQ SUPERIOR TEC

SQ SQ SUPERIOR TEC Golf - Operations PROFESSIONAL SERVICES NOT ELSEWHERE CLAS \$178.14

SQ SQ SUPERIOR TEC - Total For Golf - Operations \$178.14

SQ SQ SUPERIOR TEC - ALL DEPARTMENTS \$178.14

SQUARE SQ PAPA JOH

SQUARE SQ PAPA JOH	ice Arena - Concessions	Papa Johns (May, June) PO	\$119.83
<i>SQUARE SQ PAPA JOH - Total For ice Arena - Concessions</i>			<i>\$119.83</i>

SQUARE SQ PAPA JOH - ALL DEPARTMENTS \$119.83

STANTEC CONSULTING S

STANTEC CONSULTING S	Capital Projects Fund	North Platte River Restoration- 12-51	\$16,046.36
STANTEC CONSULTING S	Capital Projects Fund	CONTRACT FOR CA ON THE NPRR 1S	\$46,515.00
<i>STANTEC CONSULTING S - Total For Capital Projects Fund</i>			<i>\$62,561.36</i>

STANTEC CONSULTING S - ALL DEPARTMENTS \$62,561.36

STAPLES

STAPLES	Balefill - Diver	SPECIAL WASTE FILES SUPPLIES FOR COMPOST	\$26.99
STAPLES	Balefill - Diver	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$198.44
<i>STAPLES - Total For Balefill - Diver</i>			<i>\$225.43</i>

STAPLES	Engineering	PLANNER INSERTS	\$9.49
<i>STAPLES - Total For Engineering</i>			<i>\$9.49</i>

STAPLES	Fire Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$185.24
STAPLES	Fire Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$4.69
STAPLES	Fire Administration	Binder Clips, Notepads	\$29.97
<i>STAPLES - Total For Fire Administration</i>			<i>\$219.90</i>

STAPLES	Rec Center - Admin	MOUSE	\$14.99
<i>STAPLES - Total For Rec Center - Admin</i>			<i>\$14.99</i>

STAPLES - ALL DEPARTMENTS \$469.81

STATE OF NEBRASKA -

STATE OF NEBRASKA -	Police Administration	Driving Record Request	\$3.00
<i>STATE OF NEBRASKA - - Total For Police Administration</i>			<i>\$3.00</i>

STATE OF NEBRASKA - - ALL DEPARTMENTS \$3.00

STATE OF WY.

STATE OF WY.	Balefill - Dispatch	Closure and Post Closure Premium	\$528.31
<i>STATE OF WY. - Total For Balefill - Dispatch</i>			<i>\$528.31</i>
STATE OF WY.	Police Administration	Parker Notary Fee	\$30.00
STATE OF WY.	Police Administration	Wheeler Notary Fee	\$30.00
<i>STATE OF WY. - Total For Police Administration</i>			<i>\$60.00</i>
STATE OF WY.	Training	New hire background check	\$30.00
<i>STATE OF WY. - Total For Training</i>			<i>\$30.00</i>
STATE OF WY.	Water - Distribution	Loan DW015	\$96,220.69
STATE OF WY.	Water - Distribution	Loan DW046	\$96,220.69
STATE OF WY.	Water - Distribution	Loan DW062	\$73,787.91
STATE OF WY.	Water - Distribution	Loan DW089	\$40,351.94
STATE OF WY.	Water - Distribution	Loan DW089AR	\$6,607.54
STATE OF WY.	Water - Distribution	Loan DW089	116,999.88
<i>STATE OF WY. - Total For Water - Distribution</i>			<i>\$430,188.65</i>
STATE OF WY. - ALL DEPARTMENTS			\$430,806.96

STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Buildings & Structures Fund	City Hall Flooring 19-006	\$192.50
STATELINE NO 7 ARCHI	Buildings & Structures Fund	19-006 City Hall Renovations	\$357.50
<i>STATELINE NO 7 ARCHI - Total For Buildings & Structures Fund</i>			<i>\$550.00</i>
STATELINE NO 7 ARCHI - ALL DEPARTMENTS			\$550.00

STEALTH PARTNER GROU

STEALTH PARTNER GROU	Health Insurance Fund	August 19 Medical Stop Loss	\$49,737.31
<i>STEALTH PARTNER GROU - Total For Health Insurance Fund</i>			<i>\$49,737.31</i>
STEALTH PARTNER GROU - ALL DEPARTMENTS			\$49,737.31

STERLING

STERLING	Human Resources	June 19 Record Check	\$683.16
<i>STERLING - Total For Human Resources</i>			<i>\$683.16</i>
STERLING - ALL DEPARTMENTS			\$683.16

STOTZ EQUIPMENT

STOTZ EQUIPMENT	Regional Water Operations	Weed cutter string	\$36.99
<i>STOTZ EQUIPMENT - Total For Regional Water Operations</i>			<i>\$36.99</i>
STOTZ EQUIPMENT	Weed & Pest Fund	Large Area mower rental	\$1,500.00
<i>STOTZ EQUIPMENT - Total For Weed & Pest Fund</i>			<i>\$1,500.00</i>
STOTZ EQUIPMENT - ALL DEPARTMENTS			\$1,536.99

SUBWAY

SUBWAY	State	FAST FOOD RESTAURANTS	\$20.92
<i>SUBWAY - Total For State</i>			<i>\$20.92</i>
SUBWAY - ALL DEPARTMENTS			\$20.92

SUNRISE PET LODGE

SUNRISE PET LODGE	Police Administration	MISCELLANEOUS PERSONAL SERVICES	\$280.80
<i>SUNRISE PET LODGE - Total For Police Administration</i>			<i>\$280.80</i>
SUNRISE PET LODGE - ALL DEPARTMENTS			\$280.80

SUPPLYHOUSE.COM

SUPPLYHOUSE.COM	Sewer Fund - Collection	Sunflower lift station panel repair parts	\$143.52
<i>SUPPLYHOUSE.COM - Total For Sewer Fund - Collection</i>			<i>\$143.52</i>
SUPPLYHOUSE.COM - ALL DEPARTMENTS			\$143.52

SUTHERLANDS 2219

SUTHERLANDS 2219	Hogadon - Operations	Plastic shovels for pond cleaning	\$81.07
<i>SUTHERLANDS 2219 - Total For Hogadon - Operations</i>			<i>\$81.07</i>
SUTHERLANDS 2219	Police Administration	LUMBER AND BUILDING MATERIALS STORES	\$50.67
SUTHERLANDS 2219	Police Administration	LUMBER AND BUILDING MATERIALS STORES	\$50.67
<i>SUTHERLANDS 2219 - Total For Police Administration</i>			<i>\$101.34</i>
SUTHERLANDS 2219	Refuse - Residential	SAFETY GLOVES, SAFETY OP SUPPLIES RC RES	\$25.74
SUTHERLANDS 2219	Refuse - Residential	SAFETY GLOVES, SAFETY OP SUPPLIES RC RES	\$41.96
<i>SUTHERLANDS 2219 - Total For Refuse - Residential</i>			<i>\$67.70</i>

SUTHERLANDS 2219	Regional Water Operations	Nose for Power Washer	\$16.99
SUTHERLANDS 2219	Regional Water Operations	Move Roof Antenna	\$19.92
SUTHERLANDS 2219	Regional Water Operations	Ozone Generator Repair	\$1.34
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			\$38.25
SUTHERLANDS 2219	RWS - Booster Stations	Meter Install	\$7.98
<i>SUTHERLANDS 2219 - Total For RWS - Booster Stations</i>			\$7.98
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$296.34

THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	City Hall custodial supplies	\$44.90
THE HOME DEPOT	Buildings & Structures Fund	materials for CFAC leisure pool repair	\$21.35
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			\$66.25
THE HOME DEPOT	Cemetery	New sod new fence for wrapping new trees	\$194.48
THE HOME DEPOT	Cemetery	New fence for wrapping new trees	\$29.98
<i>THE HOME DEPOT - Total For Cemetery</i>			\$224.46
THE HOME DEPOT	Golf - Operations	HOME SUPPLY WAREHOUSE STORES	\$30.30
THE HOME DEPOT	Golf - Operations	HOME SUPPLY WAREHOUSE STORES	\$10.05
<i>THE HOME DEPOT - Total For Golf - Operations</i>			\$40.35
THE HOME DEPOT	Hogadon - Operations	HOME DEPOT Lode and Shop Supplies	\$102.84
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			\$102.84
THE HOME DEPOT	Operations	HOME SUPPLY WAREHOUSE STORES - Home De	\$14.97
<i>THE HOME DEPOT - Total For Operations</i>			\$14.97
THE HOME DEPOT	Parks - Parks Maint.	HOME SUPPLY WAREHOUSE STORES	\$26.60
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			\$26.60
THE HOME DEPOT	Regional Water Operations	Control Rm LED	\$16.42
THE HOME DEPOT	Regional Water Operations	tools	\$72.72
THE HOME DEPOT	Regional Water Operations	control rm LED	\$78.71
THE HOME DEPOT	Regional Water Operations	Nozzle for South Chem	\$15.16
THE HOME DEPOT	Regional Water Operations	Ceiling tiles	\$70.38
<i>THE HOME DEPOT - Total For Regional Water Operations</i>			\$253.39
THE HOME DEPOT	Sewer Fund - Collection	33-mile flushing system valve battery	\$18.47
<i>THE HOME DEPOT - Total For Sewer Fund - Collection</i>			\$18.47
THE HOME DEPOT - ALL DEPARTMENTS			\$747.33

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Fund - Collection	May-June Sewer Line Flushing Water	\$234.64
<i>THIRTY THREE MILE RO - Total For Sewer Fund - Collection</i>			<i>\$234.64</i>

THIRTY THREE MILE RO - ALL DEPARTMENTS \$234.64

TIRE RAMA 203 WC

TIRE RAMA 203 WC	Regional Water Operations	Mower Tire Repair	\$25.00
<i>TIRE RAMA 203 WC - Total For Regional Water Operations</i>			<i>\$25.00</i>

TIRE RAMA 203 WC - ALL DEPARTMENTS \$25.00

TLO TRANSUNION

TLO TRANSUNION	Police Administration	COMPUTER AND DATA PROCESSING SERVICES	\$265.75
<i>TLO TRANSUNION - Total For Police Administration</i>			<i>\$265.75</i>

TLO TRANSUNION - ALL DEPARTMENTS \$265.75

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Streets	June copier count	\$44.42
TOP OFFICE PRODUCTS	Streets	May Copier Count	\$122.45
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$166.87</i>

TOP OFFICE PRODUCTS	Water - Distribution	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$240.32
<i>TOP OFFICE PRODUCTS - Total For Water - Distribution</i>			<i>\$240.32</i>

TOP OFFICE PRODUCTS	WWTP - Operations	June 2019 Copy Charge	\$132.40
<i>TOP OFFICE PRODUCTS - Total For WWTP - Operations</i>			<i>\$132.40</i>

TOP OFFICE PRODUCTS - ALL DEPARTMENTS \$539.59

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Operations	MISCELLANEOUS AUTOMOTIVE DEALERS - Tract	\$7.75
<i>TRACTOR SUPPLY CO - Total For Operations</i>			<i>\$7.75</i>

TRACTOR SUPPLY CO	Sewer Fund - Collection	Safety Supplies	\$33.98
<i>TRACTOR SUPPLY CO - Total For Sewer Fund - Collection</i>			<i>\$33.98</i>

TRACTOR SUPPLY CO - ALL DEPARTMENTS

\$41.73

TRANSMISSION DISTRIB

TRANSMISSION DISTRIB	Capital Projects Fund	Gems S029004 - Verda James Ped	\$72,772.92
<i>TRANSMISSION DISTRIB - Total For Capital Projects Fund</i>			<i>\$72,772.92</i>

TRANSMISSION DISTRIB - ALL DEPARTMENTS

\$72,772.92

TRETO CONST.

TRETO CONST.	Capital Projects Fund	Midwest Ave. Elm to Davie 17-031	266,002.20
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$266,002.20</i>

TRETO CONST.	Sewer Fund - Collection	Midwest Ave. Elm to Davie 17-031	\$900.00
<i>TRETO CONST. - Total For Sewer Fund - Collection</i>			<i>\$900.00</i>

TRETO CONST.	Water - Distribution	Midwest Ave. Elm to Davie 17-031	\$41,893.20
<i>TRETO CONST. - Total For Water - Distribution</i>			<i>\$41,893.20</i>

TRETO CONST. - ALL DEPARTMENTS

\$308,795.40

TRIHYDRO CORP.

TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Petroleum	\$5,471.50
TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Hazardous	\$1,332.00
TRIHYDRO CORP.	Capital Projects Fund	USEPA Brownfields Petroleum	\$885.75
TRIHYDRO CORP.	Capital Projects Fund	USEPA Brownfields Hazardous	\$2,310.25
<i>TRIHYDRO CORP. - Total For Capital Projects Fund</i>			<i>\$9,999.50</i>

TRIHYDRO CORP. - ALL DEPARTMENTS

\$9,999.50

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Dispatch	Gems S028911 - Tyler Conversio	\$241.39
TYLER TECHNOLOGIES I	Balefill - Dispatch	Gems S028911 - Tyler Conversio	\$64.00
TYLER TECHNOLOGIES I	Balefill - Dispatch	Gems S028911 - Tyler Conversio	\$305.50
TYLER TECHNOLOGIES I	Balefill - Dispatch		\$235.88
<i>TYLER TECHNOLOGIES I - Total For Balefill - Dispatch</i>			<i>\$846.77</i>

TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$5,269.94
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TYLER TECHNOLOGIES I	Capital Projects Fund		\$4,068.85
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$4,163.96
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$1,104.00
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$14,606.75</i>
TYLER TECHNOLOGIES I	Information Services	Maintenance from 08-07-19 to 0	113,902.95
TYLER TECHNOLOGIES I	Information Services	Maintenance from 08-07-19 to 0	\$11,362.05
<i>TYLER TECHNOLOGIES I - Total For Information Services</i>			<i>\$125,265.00</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$362.08
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$458.26
TYLER TECHNOLOGIES I	Refuse - Residential		\$353.81
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$96.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$1,270.15</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$60.35
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$76.38
TYLER TECHNOLOGIES I	Regional Water Operations		\$58.97
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$16.00
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$211.70</i>
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Gems S028911 - Tyler Conversio	\$381.88
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Gems S028911 - Tyler Conversio	\$80.00
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Gems S028911 - Tyler Conversio	\$301.74
TYLER TECHNOLOGIES I	Sewer Fund - Collection		\$294.84
<i>TYLER TECHNOLOGIES I - Total For Sewer Fund - Collection</i>			<i>\$1,058.46</i>
TYLER TECHNOLOGIES I	Water - Distribution	Gems S028911 - Tyler Conversio	\$840.14
TYLER TECHNOLOGIES I	Water - Distribution		\$648.66
TYLER TECHNOLOGIES I	Water - Distribution	Gems S028911 - Tyler Conversio	\$176.00
TYLER TECHNOLOGIES I	Water - Distribution	Gems S028911 - Tyler Conversio	\$663.82
<i>TYLER TECHNOLOGIES I - Total For Water - Distribution</i>			<i>\$2,328.62</i>
TYLER TECHNOLOGIES I	WWTP - Operations	Gems S028911 - Tyler Conversio	\$64.00
TYLER TECHNOLOGIES I	WWTP - Operations		\$235.88
TYLER TECHNOLOGIES I	WWTP - Operations	Gems S028911 - Tyler Conversio	\$241.38
TYLER TECHNOLOGIES I	WWTP - Operations	Gems S028911 - Tyler Conversio	\$305.50
<i>TYLER TECHNOLOGIES I - Total For WWTP - Operations</i>			<i>\$846.76</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$146,434.21

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Women's Waterproof Boot	\$158.13
UNIFORMS 2 GEAR	Police Administration	Misc. Items	\$120.00
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$278.13</i>

UNIFORMS 2 GEAR - ALL DEPARTMENTS \$278.13

UNION WIRELESS

UNION WIRELESS	Water - Tanks	URCR SCADA & CELL PHONE	\$128.90
<i>UNION WIRELESS - Total For Water - Tanks</i>			<i>\$128.90</i>

UNION WIRELESS - ALL DEPARTMENTS \$128.90

UNITED 0161519893

UNITED 0161519893	Training	UNITED AIRLINES	\$108.00
UNITED 0161519893	Training	UNITED AIRLINES	\$99.00
UNITED 0161519893	Training	UNITED AIRLINES	\$99.00
UNITED 0161519893	Training	UNITED AIRLINES	\$108.00
UNITED 0161519893	Training	UNITED AIRLINES	\$99.00
UNITED 0161519893	Training	UNITED AIRLINES	\$108.00
<i>UNITED 0161519893 - Total For Training</i>			<i>\$621.00</i>

UNITED 0161519893 - ALL DEPARTMENTS \$621.00

UNITED 0162462371

UNITED 0162462371	Training	UNITED AIRLINES	\$573.60
UNITED 0162462371	Training	UNITED AIRLINES	\$573.60
UNITED 0162462371	Training	UNITED AIRLINES	\$573.60
<i>UNITED 0162462371 - Total For Training</i>			<i>\$1,720.80</i>

UNITED 0162462371 - ALL DEPARTMENTS \$1,720.80

UPS 0000008F045W289

UPS 0000008F045W289	Regional Water Operations	Shipping Lab Samples	\$174.57
<i>UPS 0000008F045W289 - Total For Regional Water Operations</i>			<i>\$174.57</i>

UPS 000008F045W289 - ALL DEPARTMENTS \$174.57

URGENT CARE OF CASPE

URGENT CARE OF CASPE Police Administration Employment testing \$370.00

URGENT CARE OF CASPE - Total For Police Administration \$370.00

URGENT CARE OF CASPE - ALL DEPARTMENTS \$370.00

USA BLUE BOOK

USA BLUE BOOK Sewer Fund - Stormwater Floats and weights for stormwater lift stations \$311.56

USA BLUE BOOK - Total For Sewer Fund - Stormwater \$311.56

USA BLUE BOOK - ALL DEPARTMENTS \$311.56

USPS PO 5715580478

USPS PO 5715580478 Balefill - Dispatch POSTAGE \$1.10

USPS PO 5715580478 - Total For Balefill - Dispatch \$1.10

USPS PO 5715580478 Parks - Parks Maint. POSTAGE STAMPS \$55.00

USPS PO 5715580478 - Total For Parks - Parks Maint. \$55.00

USPS PO 5715580478 - ALL DEPARTMENTS \$56.10

USPS PO 5715580945

USPS PO 5715580945 Balefill - Dispatch OVERNIGHT MAIL TO MIKE CROMLEY IN GEORG \$25.50

USPS PO 5715580945 - Total For Balefill - Dispatch \$25.50

USPS PO 5715580945 Police Administration POSTAGE STAMPS \$35.00

USPS PO 5715580945 - Total For Police Administration \$35.00

USPS PO 5715580945 - ALL DEPARTMENTS \$60.50

UV DOCTOR LAMPS LLC

UV DOCTOR LAMPS LLC WWTP - Operations Trojan OEM 3000 Plus Ballast \$4,578.80

UV DOCTOR LAMPS LLC - Total For WWTP - Operations \$4,578.80

UV DOCTOR LAMPS LLC - ALL DEPARTMENTS \$4,578.80

VAN DIEST SUPPLY COM

VAN DIEST SUPPLY COM	Weed & Pest Fund	Chemicals for weed control	\$1,322.00
<i>VAN DIEST SUPPLY COM - Total For Weed & Pest Fund</i>			<i>\$1,322.00</i>
VAN DIEST SUPPLY COM - ALL DEPARTMENTS			\$1,322.00

VEOLIA ENVIRONMENTAL

VEOLIA ENVIRONMENTAL	Balefill - Diver	HAZARDOUS WASTE DISPOSAL SERVICES	\$7,137.64
<i>VEOLIA ENVIRONMENTAL - Total For Balefill - Diver</i>			<i>\$7,137.64</i>
VEOLIA ENVIRONMENTAL - ALL DEPARTMENTS			\$7,137.64

VERMEER SALES

VERMEER SALES	Balefill - Diver	PARTS/REPAIR FOR COMPOST YARD GRINDER #	\$1,182.34
<i>VERMEER SALES - Total For Balefill - Diver</i>			<i>\$1,182.34</i>
VERMEER SALES - ALL DEPARTMENTS			\$1,182.34

VIEWPOINT GOVERNMENT

VIEWPOINT GOVERNMENT	Code Enforcement	ViewPermit Fees July 19-Oct 19	\$1,911.00
<i>VIEWPOINT GOVERNMENT - Total For Code Enforcement</i>			<i>\$1,911.00</i>
VIEWPOINT GOVERNMENT	Streets	ViewPermit Fees July 19-Oct 19	\$546.00
<i>VIEWPOINT GOVERNMENT - Total For Streets</i>			<i>\$546.00</i>
VIEWPOINT GOVERNMENT - ALL DEPARTMENTS			\$2,457.00

VISTAR ROCKY MOUNTAI

VISTAR ROCKY MOUNTAI	Aquatics - Concessions	6.19.19 ODP CONC Nacho Chips 45-511-512-54	\$299.15
<i>VISTAR ROCKY MOUNTAI - Total For Aquatics - Concessions</i>			<i>\$299.15</i>
VISTAR ROCKY MOUNTAI - ALL DEPARTMENTS			\$299.15

VRC COMPANIES LLC

VRC COMPANIES LLC	Buildings & Structures Fund	Marathon Document Destruction	\$240.00
<i>VRC COMPANIES LLC - Total For Buildings & Structures Fund</i>			<i>\$240.00</i>

VRC COMPANIES LLC - ALL DEPARTMENTS

\$240.00

VRSN DOTGOVREGISTRAT

VRSN DOTGOVREGISTRAT	Information Services	COMPUTER NETWORK/INFORMATION SERVICES	\$400.00
<i>VRSN DOTGOVREGISTRAT - Total For Information Services</i>			<i>\$400.00</i>

VRSN DOTGOVREGISTRAT - ALL DEPARTMENTS

\$400.00

VZWRLSS IVR VB

VZWRLSS IVR VB	Balefill - Dispatch	Verizon - Jetpack for GPS Eq for Ldf Surveying	\$40.01
<i>VZWRLSS IVR VB - Total For Balefill - Dispatch</i>			<i>\$40.01</i>

VZWRLSS IVR VB	Parks - Parks Maint.	PHONE BILL FOR PARKS I-PADS	\$273.64
<i>VZWRLSS IVR VB - Total For Parks - Parks Maint.</i>			<i>\$273.64</i>

VZWRLSS IVR VB	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$879.43
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VZWRLSS IVR VB	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$880.22
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<i>VZWRLSS IVR VB - Total For Police Administration</i>			<i>\$1,759.65</i>
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VZWRLSS IVR VB	Streets	Traffic dept hot spot	\$40.03
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<i>VZWRLSS IVR VB - Total For Streets</i>			<i>\$40.03</i>
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VZWRLSS IVR VB	Water - Distribution	#9833181144 Wireless line charges - 2 months	\$518.86
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<i>VZWRLSS IVR VB - Total For Water - Distribution</i>			<i>\$518.86</i>
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VZWRLSS IVR VB	WWTP - Operations	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$127.44
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<i>VZWRLSS IVR VB - Total For WWTP - Operations</i>			<i>\$127.44</i>
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VZWRLSS IVR VB - ALL DEPARTMENTS

\$2,759.63

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$2,143.66
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VZWRLSS MY VZ VB P	Fire Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$120.03
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<i>VZWRLSS MY VZ VB P - Total For Fire Administration</i>			<i>\$2,263.69</i>
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VZWRLSS MY VZ VB P	Meter Services	cellular data for Ipad use by service workers	\$280.07
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<i>VZWRLSS MY VZ VB P - Total For Meter Services</i>			<i>\$280.07</i>
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VZWRLSS MY VZ VB P - ALL DEPARTMENTS

\$2,543.76

WAGNER'S OUTDOOR OUT

WAGNER'S OUTDOOR OUT	Streets	SPORTING GOODS STORES	\$394.08
<i>WAGNER'S OUTDOOR OUT - Total For Streets</i>			\$394.08
WAGNER'S OUTDOOR OUT - ALL DEPARTMENTS			\$394.08

WAL-MART #1617

WAL-MART #1617	Balefill - Dispatch	LDF OPS CLOROX, SPONGES, BRUSHES	\$47.64
WAL-MART #1617	Balefill - Dispatch	MILLER HOUSE CHAIRS AND BBQ	\$257.76
<i>WAL-MART #1617 - Total For Balefill - Dispatch</i>			\$305.40
WAL-MART #1617	Buildings & Structures Fund	Custodial Supplies for City Hall	\$33.15
WAL-MART #1617	Buildings & Structures Fund	Custodial supplies for City Center	\$54.09
<i>WAL-MART #1617 - Total For Buildings & Structures Fund</i>			\$87.24
WAL-MART #1617	ice Arena - Concessions	GROCERY STORES, SUPERMARKETS - CIA CONC	\$37.80
<i>WAL-MART #1617 - Total For ice Arena - Concessions</i>			\$37.80
WAL-MART #1617	Operations	Walmart - Station Supplies	\$8.56
<i>WAL-MART #1617 - Total For Operations</i>			\$8.56
WAL-MART #1617	WWTP - Operations	GROCERY STORES, SUPERMARKETS	\$5.41
<i>WAL-MART #1617 - Total For WWTP - Operations</i>			\$5.41
WAL-MART #1617 - ALL DEPARTMENTS			\$444.41

WAL-MART #3778

WAL-MART #3778	Operations	GROCERY STORES, SUPERMARKETS - Walmart St	\$62.16
<i>WAL-MART #3778 - Total For Operations</i>			\$62.16
WAL-MART #3778	Water - Distribution	GROCERY STORES, SUPERMARKETS	(\$15.92)
<i>WAL-MART #3778 - Total For Water - Distribution</i>			(\$15.92)
WAL-MART #3778 - ALL DEPARTMENTS			\$46.24

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Water - Distribution	2019 CPU Asphalt Repair 19-001	\$4,202.17
WAYNE COLEMAN CONSTR	Water - Distribution	2019 CPU Asphalt Repair 19-001	122,010.04
<i>WAYNE COLEMAN CONSTR - Total For Water - Distribution</i>			\$126,212.21
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$126,212.21

WEAR PARTS INC

WEAR PARTS INC	Regional Water Operations	MOTOR VEHICLE SUPPLIES AND NEW PARTS	\$119.41
<i>WEAR PARTS INC - Total For Regional Water Operations</i>			<i>\$119.41</i>
WEAR PARTS INC	WWTP - Operations	Bolts to replace fittings in meter vault	\$76.86
<i>WEAR PARTS INC - Total For WWTP - Operations</i>			<i>\$76.86</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$196.27

WENCK ASSOCIATES INC

WENCK ASSOCIATES INC	Balefill - Dispatch	10 Year Business Plan 18-088	\$12,946.32
<i>WENCK ASSOCIATES INC - Total For Balefill - Dispatch</i>			<i>\$12,946.32</i>
WENCK ASSOCIATES INC - ALL DEPARTMENTS			\$12,946.32

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Capital Projects Fund	Hogadon WWTP Generator	\$500.00
<i>WEST PLAINS ENGINEER - Total For Capital Projects Fund</i>			<i>\$500.00</i>
WEST PLAINS ENGINEER	Urban Forestry	CEC Floor Lighting 19-014	\$1,250.00
<i>WEST PLAINS ENGINEER - Total For Urban Forestry</i>			<i>\$1,250.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$1,750.00

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Midwest Ave Reconstruction Elm to Walnut 18-	\$2,683.25
WESTERN WATER CONSUL	Capital Projects Fund	George Tani Parking Drainage 18-068	\$2,860.94
WESTERN WATER CONSUL	Capital Projects Fund	K street improvements 15-51	\$1,334.00
WESTERN WATER CONSUL	Capital Projects Fund	Midwest David-Elm 17-031	\$13,799.20
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$20,677.39</i>
WESTERN WATER CONSUL	Sewer Fund - Collection	Midwest David-Elm 17-031	\$303.84
<i>WESTERN WATER CONSUL - Total For Sewer Fund - Collection</i>			<i>\$303.84</i>
WESTERN WATER CONSUL	Water - Distribution	Midwest David-Elm 17-031	\$1,900.24
<i>WESTERN WATER CONSUL - Total For Water - Distribution</i>			<i>\$1,900.24</i>
WESTERN WATER CONSUL - ALL DEPARTMENTS			\$22,881.47

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$131.00
WESTERN WYOMING LOCK	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$55.00
<i>WESTERN WYOMING LOCK - Total For Police Administration</i>			<i>\$186.00</i>

WESTERN WYOMING LOCK - ALL DEPARTMENTS \$186.00

WH LLC

WH LLC	Balefill - Dispatch	CRL Sanitary sewer 18-011	\$14,651.25
<i>WH LLC - Total For Balefill - Dispatch</i>			<i>\$14,651.25</i>

WH LLC - ALL DEPARTMENTS \$14,651.25

WILLIAMS, PORTER, DA

WILLIAMS, PORTER, DA	WWTP - Operations	201 MOC Legal Expense	\$175.00
<i>WILLIAMS, PORTER, DA - Total For WWTP - Operations</i>			<i>\$175.00</i>

WILLIAMS, PORTER, DA - ALL DEPARTMENTS \$175.00

WINFIELD SOLUTIONS E

WINFIELD SOLUTIONS E	Golf - Operations	AGRICULTURAL COOPERATIVES	\$988.38
WINFIELD SOLUTIONS E	Golf - Operations	AGRICULTURAL COOPERATIVES	\$935.00
<i>WINFIELD SOLUTIONS E - Total For Golf - Operations</i>			<i>\$1,923.38</i>

WINFIELD SOLUTIONS E - ALL DEPARTMENTS \$1,923.38

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Cemetery Addition Phase 2	\$6,448.85
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$6,448.85</i>

WLC ENGINEERING - SU	Engineering	Eng Surveyor	\$145.00
<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$145.00</i>

WLC ENGINEERING - SU	Water - Tanks	West Casper Zone2 Water Impr 15-59	\$1,228.50
<i>WLC ENGINEERING - SU - Total For Water - Tanks</i>			<i>\$1,228.50</i>

WLC ENGINEERING - SU - ALL DEPARTMENTS \$7,822.35

WM SUPERCENTER

WM SUPERCENTER	Balefill - Dispatch	DBL SIDED TAPE FOR TELEPHONE EAR PIECE	\$2.88
WM SUPERCENTER	Balefill - Dispatch	DOG BONES SCALE HOUSE CUSTOMERS	\$8.88
WM SUPERCENTER	Balefill - Dispatch	LDF OPS FOR MILLER HOUSE AND SPECIAL WAS	\$103.76
WM SUPERCENTER	Balefill - Dispatch	BALEFILL LDF OPS SUPPLIES	\$27.55
<i>WM SUPERCENTER - Total For Balefill - Dispatch</i>			<i>\$143.07</i>
WM SUPERCENTER	Balefill - Diver	LDF OPS FOR MILLER HOUSE AND SPECIAL WAS	\$16.24
<i>WM SUPERCENTER - Total For Balefill - Diver</i>			<i>\$16.24</i>
WM SUPERCENTER	Operations	Walmart - Station Supplies	\$95.60
<i>WM SUPERCENTER - Total For Operations</i>			<i>\$95.60</i>
WM SUPERCENTER	Police Administration	GROCERY STORES, SUPERMARKETS	\$136.88
<i>WM SUPERCENTER - Total For Police Administration</i>			<i>\$136.88</i>
WM SUPERCENTER	Rec Center - Classes	GROCERY STORES, SUPERMARKETS	\$131.91
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$131.91</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$523.70

WPSG, INC

WPSG, INC	Operations	TheFireStore.com - Captain Shield	\$69.48
WPSG, INC	Operations	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$688.88
<i>WPSG, INC - Total For Operations</i>			<i>\$758.36</i>
WPSG, INC - ALL DEPARTMENTS			\$758.36

WY. ASSOC. OF RISK M

WY. ASSOC. OF RISK M	Property Insurance Fund	Crime Coverage FY20	\$2,875.46
WY. ASSOC. OF RISK M	Property Insurance Fund	Liability Insurance FY20	582,072.97
WY. ASSOC. OF RISK M	Property Insurance Fund	Cyber Coverage FY20	\$3,162.31
<i>WY. ASSOC. OF RISK M - Total For Property Insurance Fund</i>			<i>\$588,110.74</i>
WY. ASSOC. OF RISK M	Risk Management	Origami Claims Software FY20	\$6,000.00
<i>WY. ASSOC. OF RISK M - Total For Risk Management</i>			<i>\$6,000.00</i>
WY. ASSOC. OF RISK M - ALL DEPARTMENTS			\$594,110.74

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Poplar St. Bridge/BNSF 17-085	\$3,731.62
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$3,731.62</i>

WY. DEPT. OF TRANSP - ALL DEPARTMENTS \$3,731.62

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Dispatch	BALEFILL LDF GLASS REPLACEMENT 141402 CO	\$318.42
WY. MACHINERY CO.	Balefill - Dispatch	BALEFILL LDF SUPPLIES 950M LOADER 141502	\$136.45
<i>WY. MACHINERY CO. - Total For Balefill - Dispatch</i>			<i>\$454.87</i>

WY. MACHINERY CO.	Fleet Maintenance Fund	EQUIP RENTALS & LEASING SERVICES, TOOL R	\$66.00
WY. MACHINERY CO.	Fleet Maintenance Fund	EQUIP RENTALS & LEASING SERVICES, TOOL R	\$812.02
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$878.02</i>

WY. MACHINERY CO. - ALL DEPARTMENTS \$1,332.89

WY. MEDICAL CENTER

WY. MEDICAL CENTER	Health Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONERS	\$400.00
<i>WY. MEDICAL CENTER - Total For Health Insurance Fund</i>			<i>\$400.00</i>

WY. MEDICAL CENTER - ALL DEPARTMENTS \$400.00

Wyoming Central

Wyoming Central	Council	Reimbursement of Parade Insurance	\$256.80
<i>Wyoming Central - Total For Council</i>			<i>\$256.80</i>

Wyoming Central - ALL DEPARTMENTS \$256.80

WYOMING STEEL, RECYC

WYOMING STEEL, RECYC	Balefill - Dispatch	C&D ROLL OFF REPAIRS BALEFILL LDF OP SUPPLI	\$231.91
<i>WYOMING STEEL, RECYC - Total For Balefill - Dispatch</i>			<i>\$231.91</i>

WYOMING STEEL, RECYC	Refuse - Recycling	RECYCLING BROKER COSTS PER CONTRACT	\$4,764.00
<i>WYOMING STEEL, RECYC - Total For Refuse - Recycling</i>			<i>\$4,764.00</i>

WYOMING STEEL, RECYC	Water - Distribution	#73771 SQUARE TUBING	\$14.48
<i>WYOMING STEEL, RECYC - Total For Water - Distribution</i>			<i>\$14.48</i>

WYOMING STEEL, RECYC - ALL DEPARTMENTS

\$5,010.39

XEROX CORPORATION/RB

XEROX CORPORATION/RB	Engineering	OFFICE, PHOTOGRAPHIC, PHOTOCOPY, AND MI	\$185.66
XEROX CORPORATION/RB	Engineering	MONTHLY - ENGINEERING	\$168.79
XEROX CORPORATION/RB	Engineering	OFFICE, PHOTOGRAPHIC, PHOTOCOPY, AND MI	\$35.42

<i>XEROX CORPORATION/RB - Total For Engineering</i>			\$389.87
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XEROX CORPORATION/RB	Regional Water Operations	Office copier Rental	\$201.65
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<i>XEROX CORPORATION/RB - Total For Regional Water Operations</i>			\$201.65
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XEROX CORPORATION/RB - ALL DEPARTMENTS

\$591.52

YOUTH CRISIS CENTER

YOUTH CRISIS CENTER	Capital Projects Fund	FY Agency Funding- Apr-June 19	\$15,000.00
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<i>YOUTH CRISIS CENTER - Total For Capital Projects Fund</i>			\$15,000.00
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YOUTH CRISIS CENTER - ALL DEPARTMENTS

\$15,000.00

CITYWIDE TOTAL BILLS AND CLAIMS TOTAL

\$5,884,236.43

DULY AUDITED BY _____ DATE _____

APPROVED BY _____ DATE _____

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 08/06/19

Payroll Disbursements

7/22/19	FIRE PAYROLL	\$ 166,556.70
7/22/19	BENEFITS & DEDUCTIONS	\$ 28,804.44
7/25/19	CITY PAYROLL	\$ 1,161,404.13
7/25/19	BENEFITS & DEDUCTIONS	\$ 187,054.83
8/1/19	FIRE PAYROLL	\$ 164,289.08
8/1/19	BENEFITS & DEDUCTIONS	\$ 31,068.79

Total Payroll \$ 1,739,177.97

Additional Accounts Payable

Pre-Writs:	Utility Refunds, Employee Reimbursement, Taxes	
	Keri Patrick	661.64
	State of Wy. Dept of Revenue	232,247.34
	State of Wy. Dept of Revenue	1,769.86
	State of Wy. Dept of Revenue	46,387.69
	Tweed's Wholesale	112.90
	Allen, Bernard	17.43
	Langdon, Dennis	128.22
	De Jesus, Antionette	31.34
	Villela, Carlos	32.43
	Ravellette, Heather	21.34
	Riggs, Veronica/Kyle	9.36
		<u>281,419.55</u>

Pre-Writs:	Utility Refunds, Employee Travel, Petty Cash	
	Kris Felt	1,559.22
	FIB-Petty Cash	81.41
	Rodine, Ty	612.63
	Price, Taylor/Tammy	29.64
	Kelly, Justin	45.11
	Floch, Jacob	15.86
	Mock, Sean	6.75
	Berdan, Torey	47.42
	Powder River Construction	29.76
	Ripps Trucking	60.00
	Ferrosafe	44.88
	Gallagher, Lisa	37.32
	Kleen Pipe, LLC	10.86
	John Strohmman	54.42
	Wyoming State Vet.	6.26
		<u>2,641.54</u>

Pre-Writs:	Utility Refunds, Travel Reimbursement, CATC	
	City of Casper	30,340.93
	Brad Mueller	459.06
	Kely,Melanie/Wayne	25.04
	Goddard, Ben	18.77
	Hunsicker, KC	10.40
		<u>30,854.20</u>

Total Additional AP \$314,915.29

July 26, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Establish Public Hearing for Consideration of an Annexation and Zoning of the Green Valley Village Mobile Home Community, located at 2760 South Robertson Road

Meeting Type & Date:

Regular Council Meeting, August 6, 2019.

Action Type:

Establish Public Hearing for August 20, 2019.

Recommendation:

That Council, by minute action, establish August 20, 2019, as the date of public hearing for consideration of an annexation of the Green Valley Mobile Village Home Community, located at 2760 South Robertson Road, and the zoning of the property as R-6 (Manufactured (Mobile) Home Park).

Summary:

The City Council approved Resolution No. 19-104 initiating the annexation of the Green Valley Village Mobile Home Community, located at 2760 South Robertson Road. The Mobile Home Community encompasses approximately 14-acres, more or less, and is surrounded on all four sides by properties currently located within the Casper Corporate limits. Community Development Department staff completed the required annexation study/report, and mailed it to the property owner and all utility companies, as is required by State law. City staff will be holding a neighborhood meeting on August 5th at the Oregon Trail School to take public input, and to address any questions that the residents of the area may have. In that the annexation is City-initiated, it was not reviewed by the Planning and Zoning Commission before consideration by Council, as is typical with property owner-initiated annexations; therefore, no recommendation will be forthcoming.

Financial Considerations:

Not applicable.

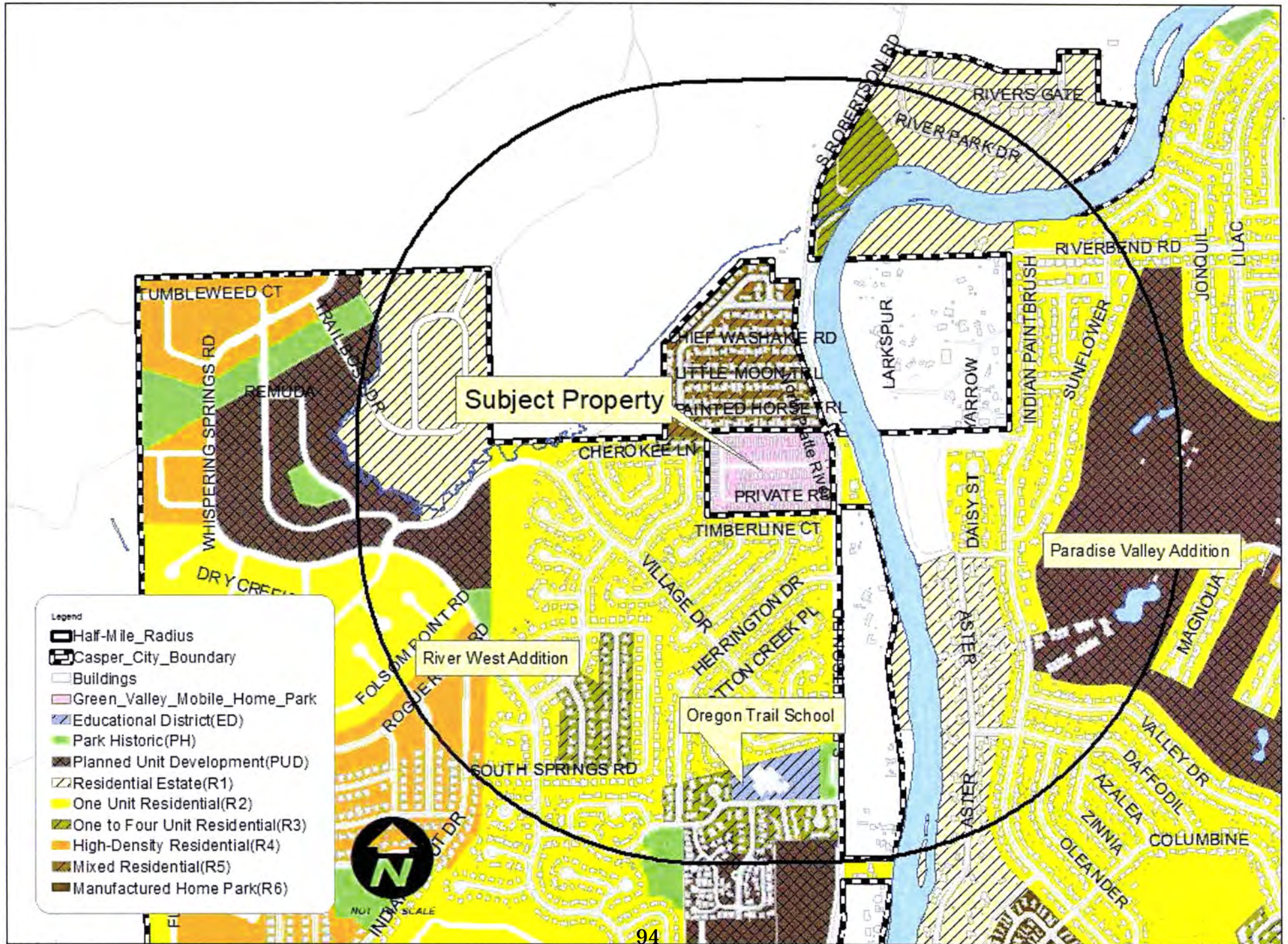
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations and zoning applications.



Attachments:

Location Map

Green Valley Mobile Home Park Potential Annexation Area



July 11, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Establishing August 20, 2019, as the Public Hearing for Adoption of Fiscal Year 2020 Budget Amendment

Meeting Type & Date:
Regular Council Meeting
August 6, 2019

Action type:
Minute Action, August 6, 2019

Recommendation:
That Council, by minute action, establish August 20, 2019, as the date of public hearing for consideration of the adoption of the Fiscal Year 2020 Budget Amendment.

Summary:
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. It has been determined that adjustments to the Fiscal Year 2020 adopted budget are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish August 20, 2019, as the public hearing date for the consideration and adoption of the 1st amendment to the Fiscal Year 2020 budget.

Financial Considerations:
None

Oversight/Project Responsibility:
Tom Pitlick, Financial Services Director

Attachments:
None

July 26, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establishing September 17, 2019 as the date of the Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the Green Valley Village Mobile Home Community, located at 2760 South Robertson Road, complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, August 6, 2019.

Action Type:

Establish date of public hearing for September 17, 2019.

Recommendation:

That Council, by minute action, establish September 17, 2019 as the date of the public hearing for consideration of a Resolution to determine if the Annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road, complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed. The City Council initiated the annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road, via Resolution No. 19-104.

A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website (casperwy.gov).

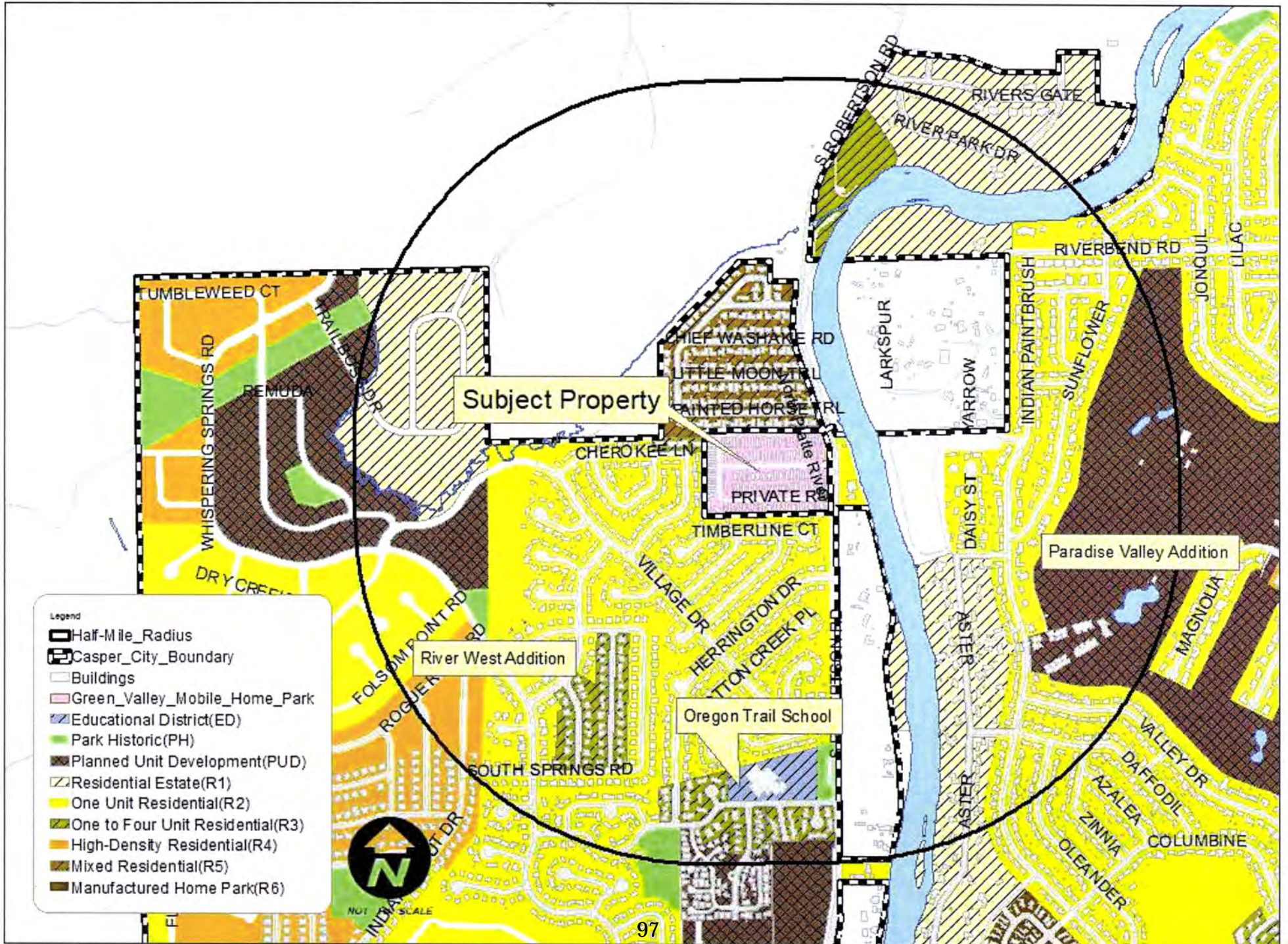
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations.

Attachments:

Location Map

Green Valley Mobile Home Park Potential Annexation Area



July 19, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Public Hearing for Consideration of an Ordinance approving a rezone of Lots 25-26, Block 8, East Burlington Addition, from a mix of M-1 (Limited Industrial) and C-2 (General Business), to entirely C-2 (General Business)

Meeting Type & Date:

Regular Council Meeting, August 6, 2019.

Action Type:

First reading of Ordinance, and public hearing.

Recommendation:

The Casper Planning and Zoning Commission has provided a “do-pass” recommendation on the requested rezone of Lots 25-26, Block 8, East Burlington Addition, from a mix of M-1 (Limited Industrial) and C-2 (General Business), to entirely C-2 (General Business).

Summary:

Hills Rental Properties, LLC has applied for a zoning classification change for 442 North Lennox Street. The property is currently occupied by a residential structure, and the two-lot property consists of dual zoning classifications, M-1 (Limited Industrial) and C-2 (General Business). A residential structure is a permitted use in the C-2 (General Business) zoning district, but is considered nonconforming under M-1 (Limited Industrial) zoning. The proposed zone change, if approved, will simply address the zoning inconsistency of the property, and thereby, facilitate the continued use of the property for residential purposes. The property is surrounded by properties zoned C-2 (General Business) on the south and east; and by properties zoned M-1 (Limited Industrial) on the north and west.

The Planning and Zoning Commission voted to unanimously support the rezone after a public hearing on June 20, 2019. There were no public comments either for or against the rezone. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City’s website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

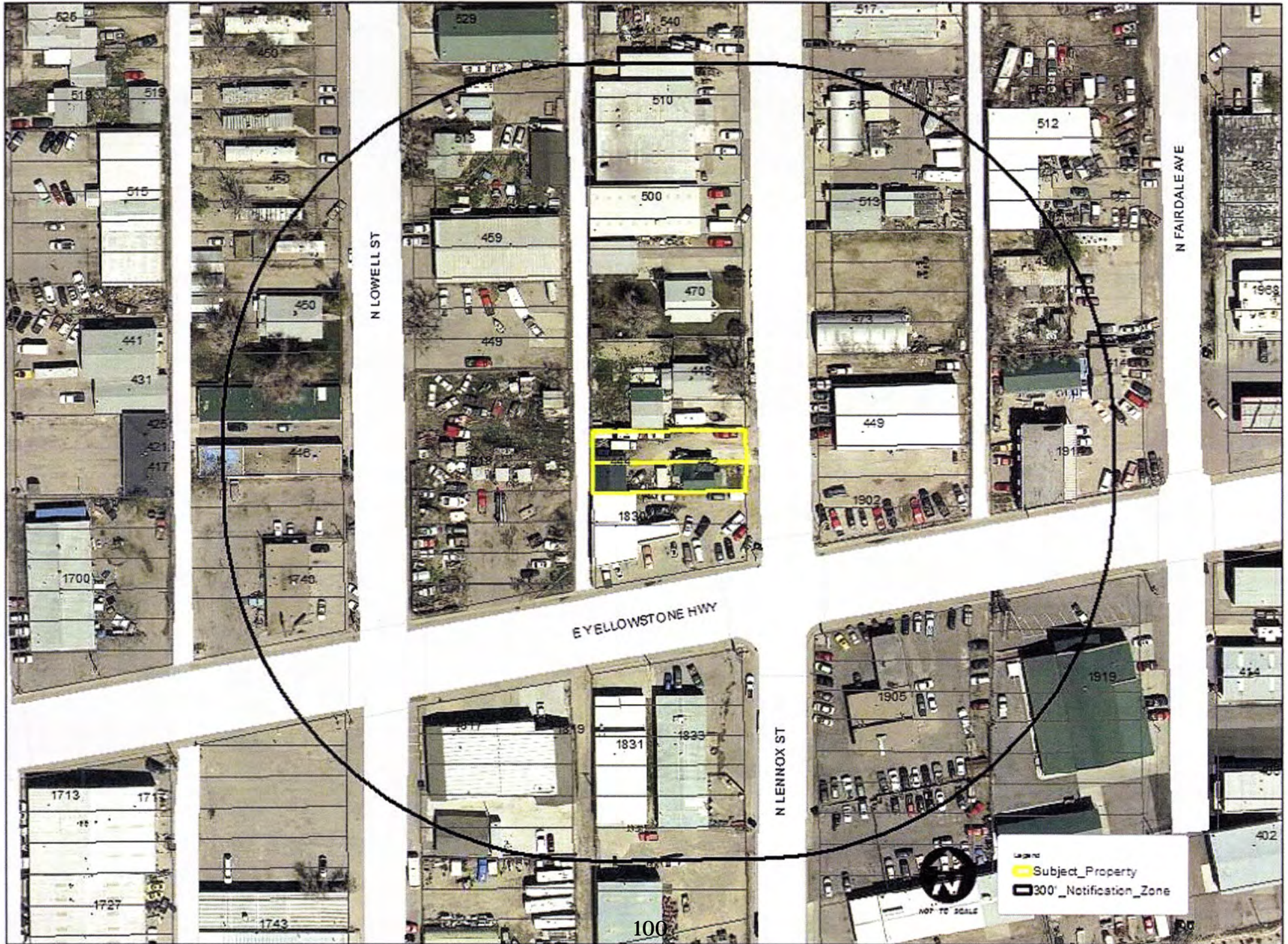
Not applicable.

Oversight/Project Responsibility:

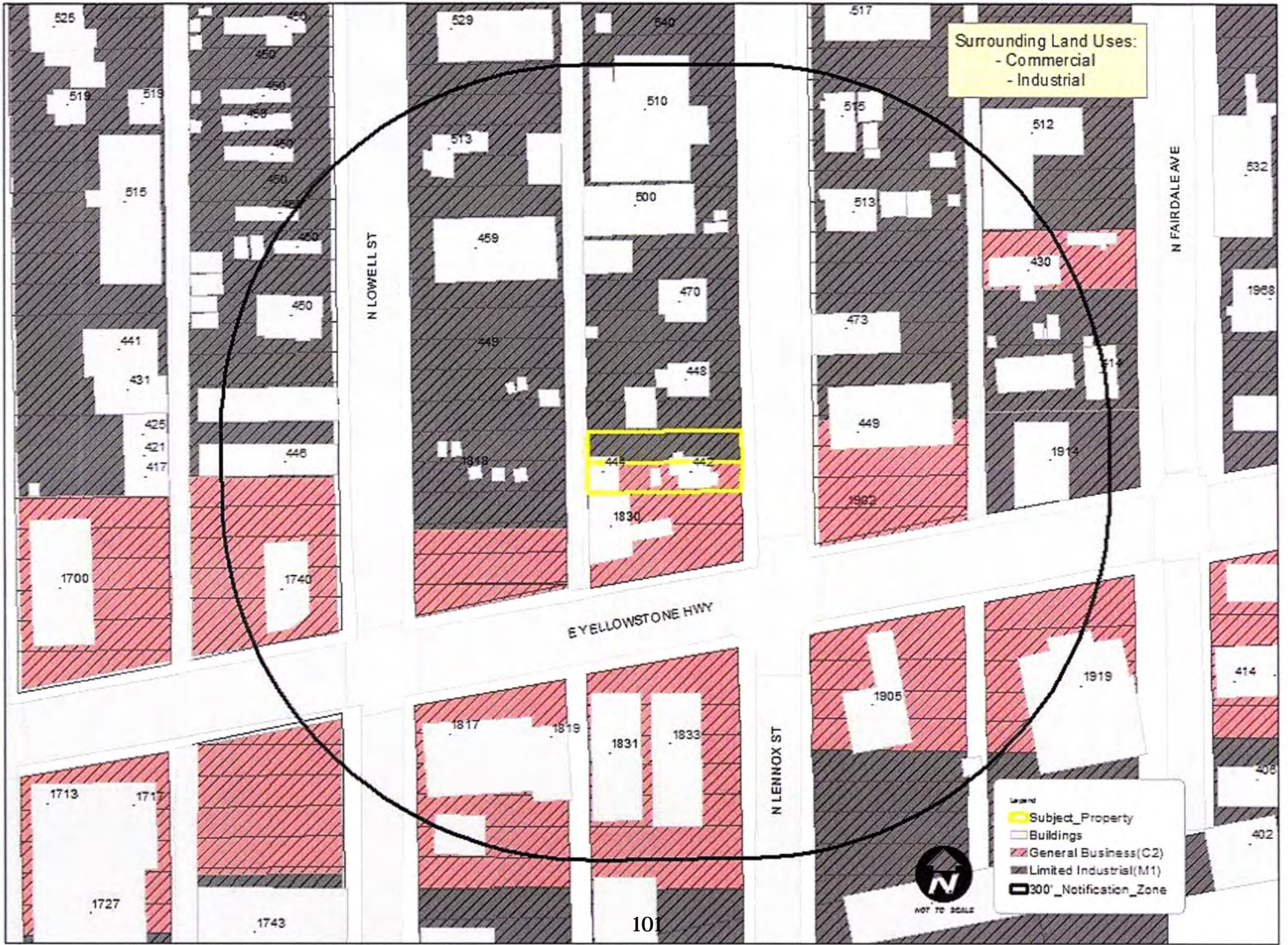
Craig Collins, AICP, City Planner, is tasked with processing zone change proposals.

Attachments:
Location Map
Zoning Map
Ordinance

442 North Lennox Zone Change



442 North Lennox Zone Change



ORDINANCE NO. 22-19

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 25-26, BLOCK 8 OF THE EAST BURLINGTON ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classifications M-1 (Limited Industrial) and C-2 (General Business), to entirely C-2 (General Business); and,

WHEREAS, after a public hearing on June 20, 2019, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

Lots 25-26, Block 8, East Burlington Addition, located at 442 North Lennox Street, is hereby rezoned from zoning classifications M-1 (Limited Industrial) and C-2 (General Business), to entirely C-2 (General Business).

SECTION 2:

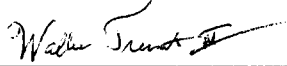
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2019.

PASSED on 2nd reading the ____ day of _____, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 19, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Public Hearing for Consideration of an Ordinance approving a rezone of the former North Casper Elementary School, located at 1014 Glenarm Street, from ED (Educational District) to C-2 (General Business).

Meeting Type & Date:

Regular Council Meeting, August 6, 2019.

Action Type:

First reading of Ordinance, and public hearing.

Recommendation:

The Casper Planning and Zoning Commission has provided a “do-pass” recommendation on the requested rezone of the former North Casper Elementary School, located at 1014 Glenarm Street, from ED (Educational District) to C-2 (General Business).

Summary:

The Casper Housing Authority has applied for a zoning classification change for the former North Casper Elementary School property, located at 1014 Glenarm Street. The applicant plans to convert the former school into a multi-purpose facility, to include office space, a daycare facility, and a maintenance facility for all public housing throughout Casper. The property consists of thirty-eight (38) platted lots, and includes a vacated portion of the alley running north/south through the block. Zoning classifications surrounding the subject property are all R-3 (One to Four Unit Residential), and existing land uses in the area are residential. The existing structures on the property have not been in use since 2015.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Comprehensive Land Use Plan is the City’s land use and development policy document that describes the values and ideals expressed by the community for its future following an exhaustive public input process. Chapter Three (3) of the Comprehensive Land Use Plan provides principles and goals. Principles and goals that may be applicable to the requested zone change are as follows:

Goal ECH2-2 – **Downtown Rising:** Prioritize infill development within the core of the community, and the transition of vacant, underutilized properties, and buildings to public spaces, residential and commercial development. (Pg 3-5)

Principle VUC1-2 – **Neighborhood Services:** Enhance the cohesiveness and identity of residential neighborhoods by encouraging a healthy mixture of commercial, employment, neighborhood services (coffee shops, grocery stores, and restaurants), and cultural uses that support the everyday needs of the residents. (Pg. 3-9)

Goal UQL2-2 – **Mixed Use Neighborhoods:** Provide for commercial uses in and adjacent to residential neighborhoods in a manner that contributes to the neighborhood’s integrity and identity through thoughtful design of signage, lighting, buffers, and parking.

Section 17.68.020 of the Municipal Code lists the following land uses as being permitted in the proposed C-2 (General Business) zoning district.

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;

30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

The Planning and Zoning Commission voted to unanimously support the rezone after a public hearing on June 20, 2019. Several citizens spoke in favor of the zone change, and there were no public comments submitted opposing the zone change. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable.

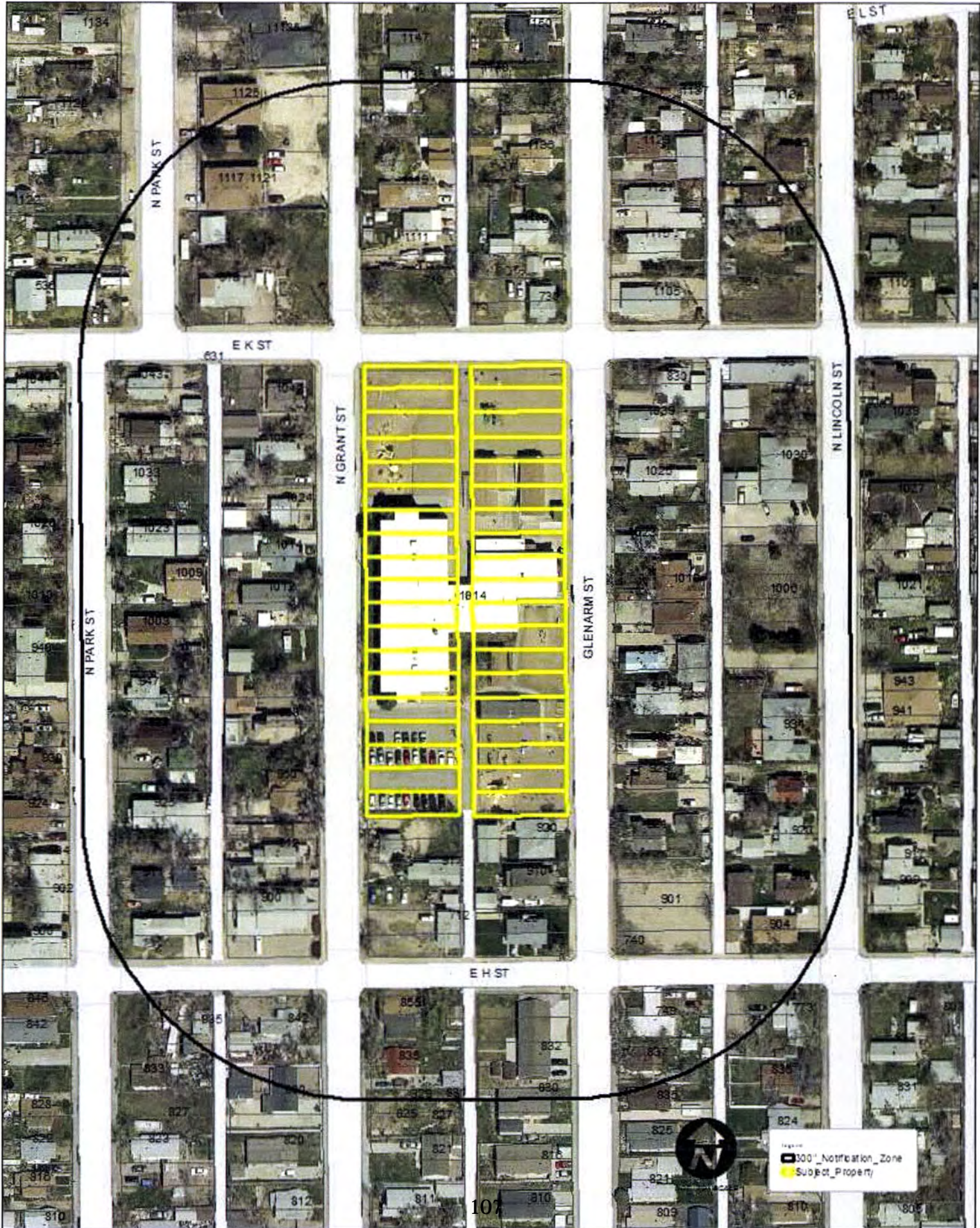
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing zone change proposals.

Attachments:

Location Map
 Zoning Map
 Ordinance

Former North Casper Elementary School Rezoning Request



Former North Casper Elementary School Rezoning Request



ORDINANCE NO. 23-19

AN ORDINANCE APPROVING A ZONE CHANGE OF THE
FORMER NORTH CASPER ELEMENTARY SCHOOL
LOCATED AT 1014 GLENARM STREET.

WHEREAS, an application has been made to rezone Lots 51-69 and 151-169, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, and Vacated alley Adjacent to Lots 51 through 64 and Lots 151 through 164, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, being also described as the North 350 Feet of the alley within Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, from ED (Educational District) zoning to C-2 (General Business) zoning; and,

WHEREAS, after a public hearing on June 20, 2019, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

Lots 51-69 and 151-169, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, and Vacated alley Adjacent to Lots 51 through 64 and Lots 151 through 164, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, being also described as the North 350 Feet of the alley within Block 29, North Casper Addition is hereby rezoned from zoning classification ED (Educational District) zoning to C-2 (General Business) zoning.

SECTION 2:

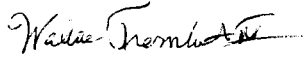
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2019.

PASSED on 2nd reading the ____ day of _____, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

July 22, 2019

MEMO TO: Casper City Council

FROM: J. Carter Napier, City Manager ^{JCN}
John Henley, City Attorney ^{JH}

SUBJECT: Amendments to Chapter 10.72 – Articles - Parades

Meeting Type & Date:

Council Meeting
August 6, 2019

Action Type

Public Hearing and 1st Reading of the Ordinance.

Recommendation

That Council pass on 1st Reading the Ordinance which will amend the Casper Municipal Code Chapter 10.72 – Article I. – Parades.

Summary

Questions about the process to obtain a parade permit and comply with the Special Events Planning Guide and Policy resulted in the proposed amendments to the Casper Municipal Code as shown in the attached Ordinance. In addition to folding explicitly the parade permit into the “Special Events” process, some dated language and references were also removed.

Amendment to the Special Events Planning Guide and Policy are also before Council, so this is a good opportunity to review the proposed “Parade” changes in conjunction with the proposed updated Special Events Planning Guide and Policy.

Financial Considerations

No financial considerations

Attachment

Proposed Ordinance

Oversight/Project Responsibility

John Henley, City Attorney
Fleur D. Tremel, City Clerk
Carla Mills-Laatsch, Licensing Specialist

1 ORDINANCE NO. 24-19

2 AN ORDINANCE AMENDING ARTICLE I – PARADES –
3 SECTIONS 10.72.010-10.72.140

4
5 NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF
6 THE CITY OF CASPER, WYOMING:

7
8 That Article I – Parades – Sections 10.72.010-10.72.140 of the Casper Municipal
9 Code is hereby amended to read as follows:

10
11 Article I. – Parades

12
13 10.72.010 – Definitions.

14
15 For the purposes of this article, the following words and phrases shall have the meanings
16 respectively ascribed to them by this section:

- 17
18 A. “Chief of police” means the chief of police of the city- or the chief’s
19 designee.
20
21 B. “Parade” means any parade, march, ceremony, show, exhibition, pageant
22 or procession of any kind, or any similar display, in or upon any street,
23 park or other public place in the city.
24
25 C. “Parade permit” means a permit as required by this article.
26
27 D. “Business days” are Mondays through Fridays which are not official
28 Holidays recognized by the State of Wyoming for purposes of closing State
29 offices.

30
31 (Prior code § 24-124)

32
33 10.72.020 – Permit—Required when.

- 34
35 A. No person shall engage in, participate in, aid, form or start any parade,
36 unless a parade permit shall have been obtained from the chief of police.
37
38 B. This article shall not apply to:
39
40 1. Funeral processions;
41
42 2. Students going to and from school classes or participating in
43 educational activities; provided, that such conduct is under the
44 immediate direction and supervision of the proper school
45 authorities;
46

47 3. A governmental agency acting within the scope of its functions.

48
49 (Prior code § 24-126)

50
51 10.72.030 – Permit—Application—Filing period.

- 52
53 A. A person seeking issuance of a parade permit shall file an application
54 ~~pursuant to the Special Events Planning Guide and Policy of the City of~~
55 ~~Casper. with the chief of police on forms provided by such officer.~~
56
57
58 B. An application for a parade permit shall be filed ~~with the chief of police not~~
59 ~~less than five days or more than ten days before the date on which it is~~
60 ~~proposed to conduct the parade. pursuant to Casper's Special Events~~
61 ~~Planning Guide and Policy.~~
62
63 C. The application for a parade permit shall set forth the following information:
64 1. The name, address and telephone number of the person seeking to
65 conduct such parade;
66
67 2. If the parade is proposed to be conducted for, on behalf of, or by an
68 organization, the name, address and telephone number of the
69 headquarters of the organization and of the authorized and
70 responsible heads of such organization;
71
72 3. The name, address and telephone number of the person who will be
73 the parade chairman and who will be responsible for its conduct;
74
75 4. The date when the parade is to be conducted;
76
77 5. The route to be traveled, the starting point and the termination point;
78
79 6. The approximate number of persons who, and animals and vehicles
80 which, will constitute such parade, the type of animals and
81 description of the vehicles;
82
83 7. The hours when such parade will start and terminate.
84
85 8. A statement as to whether the parade will occupy all or only a
86 portion of the width of the streets proposed to be traversed;
87
88 9. The location by streets of any assembly areas for such parade;
89
90 10. The time at which units of the parade will begin to assemble at any
91 such assembly area or areas;
92

- 93 11. The interval of space to be maintained between units of such parade;
94
95 12. If the parade is designed to be held by, and on behalf of or for, any
96 person other than the applicant, the applicant for such permit shall
97 file with the chief of police a communication in writing from the
98 person proposing to hold the parade, authorizing the applicant to
99 apply for the permit on his behalf;
100
101 13. Any additional information which the chief of police shall find
102 reasonably necessary to a fair determination as to whether a permit
103 should issue.
104
105 D. The chief of police, where good cause is shown therefor, shall have the
106 authority to consider any application hereunder which is filed less than ~~five~~
107 days the minimum number of days before the date such parade is proposed
108 to be conducted, pursuant to the City of Casper's Special Events Planning
109 Guide and Policy.
110
111 E. There shall be no fee for the issuance of parade permit, but the fees and
112 charges to help pay for staff time and overtime and the requirements for
113 insurance, as set forth in Casper's Special Event Planning Guide and Policy
114 shall be collected and obtained as required therein.
115

116 (Prior code § 24-127)

117
118 10.72.040 – Permit—Contents.
119

120 Each parade permit shall state the following information:
121

- 122 A. Starting time;
123
124 B. Minimum speed;
125
126 C. Maximum speed;
127
128 D. Maximum interval of space to be maintained between the units of the
129 parade;
130
131 E. The portions of the streets to be traversed that may be occupied by the
132 parade;
133
134 F. The maximum length of the parade in miles or fractions thereof;
135
136 G. Such other information as the chief of police shall find necessary to the
137 enforcement of this article.
138

139 (Prior code § 24-133)

140

141 10.72.050 – Permit—Conditions for issuance.

142

143 I. The chief of police shall issue a permit as provided for under this article when, from a
144 consideration of the application and from such other information as may otherwise be obtained, he
145 if the Chief finds that:

146

147 A. The conduct of the parade will not substantially interrupt the safe and
148 orderly movement of other traffic contiguous to its route; and

149

150 B. The conduct of the parade will not require the diversion of so great a number
151 of police officers of the city to properly police the line of movement and the
152 areas contiguous thereto as to prevent normal police protection to the city;
153 and

154

155 C. The conduct of such parade will not require the diversion of so great a
156 number of ambulances to prevent normal ambulance service to portions of
157 the city other than that to be occupied by the proposed line of march and
158 areas contiguous thereto; and

159

160 D. The concentration of persons, animals and vehicles at assembly points of
161 the parade will not unduly interfere with proper fire and police protection
162 of, or ambulance service to, areas contiguous to such assembly areas; and

163

164 E. The conduct of such parade will not interfere with the movement of fire-
165 fighting equipment in route to a fire; and

166

167 F. The conduct of the parade is not reasonably likely to cause a clear and
168 present danger of injury to persons and property; and

169

170 G. The parade is scheduled to move from its point of origin to its point of
171 termination expeditiously and without unreasonable delays in route; and

172

173 H. The parade is not to be held for the sole purpose of advertising any product,
174 goods or event, and is not designed to be held purely for private profit.

175

176 II. The chief of police shall decline to issue a permit as provided for under this article
177 when, from a consideration of the application and from such other
178 information as may otherwise be obtained, if the Chief finds:

179

180 A. The application for permit (including any required attachments and
181 submissions) is not fully completed, executed, and any fees or insurance are
182 not paid or obtained; or

183

184 B. The application for permit contains a material falsehood or
185 misrepresentation; or

186
187
188 C. The applicant is legally incompetent to contract or to sue and be sued; or

189
190 D. The applicant or the person on whose behalf the application for permit was
191 made has on prior occasions damage City's or private property and has not
192 paid in full for such damage, or has other outstanding and unpaid debts to
193 the City; or

194
195 E. The use or activity intended by the applicant would conflict with previously
196 planned programs organized or authorized by the City and previously
197 scheduled for the same time and place; or

198
199 F. The use or activity intended by the applicant would present an unreasonable
200 danger to the health or safety of the applicant, or other users of the City
201 property, City employees or of the public.

202
203 (Prior code § 24-128)

204
205 10.72.060 – Permit—Notice to city and other officials.

206
207 Immediately upon the issuance of a parade permit, the chief of police shall send a copy
208 thereof to the following:

209
210 A. City manager;

211
212 ~~B. City attorney;~~

213
214 ~~B.~~ Fire chief;

215
216 ~~D.~~ Director of the department of public works;

217
218 ~~E. Postmaster.~~

219
220 D. City clerk

221
222 (Prior code § 24-132)

223
224 10.72.070 – Permit—Notice of rejection.

225
226 The chief of police shall act upon the application for a parade permit within ~~two~~ ten
227 business days after the Chief receives a copy of the application. ~~filing thereof~~; If the chief of
228 police disapproves the application, he shall ~~mail~~ e-mail to the applicant, and copy the City

229 Manager, City Attorney and Mayor, within two days after the date upon which the application was
230 filed, a notice of his action, stating the reasons for the denial of the permit.

231
232 (Prior code § 24-129)

233
234 10.72.080 – Permit—Appeal procedure.

235
236 Any person aggrieved shall have the right to appeal the denial of a parade permit to the city
237 council. The appeal shall be taken within one day- three business days after notice the e-mailed
238 notice of disapproval. The appeal must state the grounds therefore and the relief requested and
239 must be e-mailed to the Chief of police, the City Manager, the City Attorney and hand-delivered
240 to the City Clerk. The city council shall act upon the appeal within- at the next scheduled regular
241 or work session meeting occurring no less than two-three business days after its the City Clerk's
242 receipt of the appeal.

243
244 (Prior code § 24-130)

245
246 10.72.090 – Alternative permit procedure.

247
248 The chief of police, in denying an application for a parade permits, shall be empowered to
249 authorize the conduct of the parade on a date, at a time or over a route different from what named
250 by the applicant. An applicant desiring to accept an alternate permit shall, within two days after
251 notice of the action of the chief of police, file a written notice of acceptance with the chief of
252 police. An alternate parade permit shall conform to the requirements of, and shall have the effect
253 of, a parade permit under this article.

254
255 (Prior code § 24-131)

256
257 10.72.100 – Permit—Compliance with regulations—Possession during parade.

258
259 A. A permittee under this article shall comply with all permit directions and
260 conditions and with all applicable laws, the current Special Event Planning
261 Guide and Policy generated conditions and ordinances.

262
263 B. The parade chairman or other person heading or leading such activity shall
264 carry the parade permit upon his person during the conduct of the parade.

265
266 (Prior code § 24-134)

267
268 10.72.110 – Permit—Revocation conditions.

269
270 The chief of police shall have the authority to revoke a parade permit issued under this
271 article upon violation of the standards for issuance as set forth in this article or for violation of the
272 conditions as set forth pursuant to the Special Events Planning Guide or Policy.

273
274 (Prior code § 24-135)

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10.72.120 – Parking restrictions on parade route—Signs.

The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The chief of police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this article.

(Prior code § 24-125(c))

10.72.130 – Driving through parades prohibited.

No driver of a motorized or pedaled vehicle, ~~streetcar or trackless trolley~~ shall drive between the vehicles or animals or persons comprising participating in a parade when such vehicles, animals or persons are in motion and are within a conspicuously designated ~~as a~~ parade.

(Prior code § 24-125 (b))

10.72.140 – Obstruction and interference prohibited.

No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or parade assembly or with any person, vehicle or animal participating or used in a parade.

(Prior code § 24-125(a))

PASSED on 1st reading the ____ day of ____, 2019

PASSED on 2nd reading the ____ day of ____, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of ____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 22, 2019

MEMO TO: Casper City Council

FROM: J. Carter Napier, City Manager *JCN*
John Henley, City Attorney *JH*

SUBJECT: Chapter 8.04 – Businesses Affecting Public Health

Meeting Type & Date:
Regular Council Meeting
August 6, 2019

Action Type
Public Hearing and 1st Reading of the proposed Ordinance Amending Chapter 8.04 – Businesses Affecting Public Health of the Casper Municipal Code.

Recommendation
That Council, conduct the public hearing for the ordinance which amends Casper Municipal Code Chapter 8.04, specifically, Sections 8.04.010, 8.04.020 and 8.04.060 of Chapter 8.04.

Summary
Recently, staff met with the Casper-Natrona County Health Department and learned that the state has similar requirements for mobile food vendors with respect to health inspections, as well as permitting the operation of temporary food establishments.

In order to avoid duplication, it is recommended that the Casper Municipal Code, be modified to remove from the definition of businesses affecting the public health, mobile food vehicles and their operators. In addition, the Casper-Natrona County Health Department advised staff that it does not feel it has the authority, nor, in many instances, would know what type of inspection to conduct regarding some of the listed businesses; conversely, the Health Department does inspect “body art and permanent cosmetic establishments” and “bed and breakfasts”, which are added to the Ordinance. The proposed amendments are set forth below:

“8.04.010 – Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

...

B. “Businesses affecting the public health” means any business, other than mobile food vehicles and their operators, within the city furnishing to the public any food and drink, lodging, ~~laundry or dry cleaning service, septic tank cleaning service, amusements, public baths,~~

~~massage treatments, body art and permanent cosmetic establishments,~~ supervision and care of children ~~or the aged, restroom facilities~~ and all like services or business, whether such services or businesses are on or off the premises.”

In addition, it is suggested that Casper Municipal Code 8.04.020 which addresses temporary food establishment and fees for licensing, be amended to remove temporary food establishments and the licensing fee for such food establishments from the Code section. The Code would be amended to read:

“8.04.020 – License—Fee.

A. Every business affecting the public health shall, before beginning business, apply to the city for a license, and, after the business and premises are inspected, and approved by the health officer and payment of the proper fee, such license shall be issued. The license fee shall be:

~~1. Ten dollars for public showers, laundries, dry cleaning establishments, places for the care of the aged, and temporary food establishments. For the purpose of this subsection, temporary food establishments are defined as those operating at a fixed location for a period of time not exceeding fourteen consecutive days and in conjunction with a single event or celebration;”~~

21. Seventy-five dollars for swimming pools, food manufacturers, food distributors, food processors, groceries, bakeries, meat markets and delicatessens; provided, however, that groceries or supermarkets shall be charged a base license fee of seventy-five dollars, plus twenty-five dollars each for meat markets, bakeries and delicatessens;

32. Twenty-five dollars for ~~mobile home parks,~~ campground facilities, motels, hotels, bed and breakfasts and body art and permanent cosmetic establishments; ~~and roominghouses;~~

43. Fifty dollars for child day-care facilities;

~~5. One hundred twenty-five dollars for septic tank cleaning services;~~

~~6. Deleted.~~

74. One hundred dollars for bars. If a bar provides food, an additional license fee of twenty-five dollars is required.

85. One hundred dollars for restaurants. If a restaurant provides alcoholic liquor or malt beverages, an additional license fee of twenty-five dollars is required.

~~9. One hundred dollars for fountains.~~

~~106.~~ No license fee shall be required for food service facilities on any parochial, private, or public school property.

...

8.04.060 – Employee health conditions.

Every person in contact directly or indirectly with the public while employed by or operating a business affecting the public health and mobile food vendor employees shall be in good health while so engaged. Any such person shall be deemed to be in “good health” when he or she is not suffering from a contagious disease or is not a carrier of a disease that is communicable in form.

Because the Health Department would inspect mobile food vendors and temporary mobile food vendors, regardless of the provisions cited above in the City Code, it appears that, should the Council choose, Council could repeal the City Code requiring City mandated inspection.

The City-County Health Department has indicated that it will include in its procedures references to appropriate fire inspections and electrical inspections, so mobile food vehicles and their vendors operate safely.

Financial Considerations

There may be slightly less revenue from licensing fees, but given the minimal fees of \$10.00 (temporary mobile food vendors), or \$75.00 (mobile food vendors), the impact will be minimal.

Attachments

Proposed Amendment

Oversight/Project Responsibility

Fleur D. Tremel, City Clerk

Carla Mills-Laatsch, Licensing Specialist

ORDINANCE NO. 25-19

AN ORDINANCE AMENDING CHAPTER 8.04
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding businesses affecting the public health requires an update to prevent duplication of effort and to promote efficiency and to accurately reflect the practices and duties of the City-County Health Department.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 8.04 of the Casper Municipal Code, specifically, Code Sections 8.04.010, 8.04.020 and 8.04.060, are hereby amended as follows:

Paragraph B of Section 8.04.010 shall be amended to read:

B. "Businesses affecting the public health" means any business other than mobile food vehicles and their operators, within the city furnishing to the public any food and drink, lodging, ~~laundry or dry cleaning service, septic tank cleaning service, amusements, public baths, massage treatments body art and permanent cosmetic establishments,~~ supervision and care of children ~~or the aged, restroom facilities~~ and all like services or business, whether such services or businesses are on or off the premises."

Section 8.04.020 of the Casper Municipal Code, Paragraph A.1. is amended to read:

A. Every business affecting the public health shall, before beginning business, apply to the city for a license, and, after the business and premises are inspected and approved by the health officer and payment of the proper fee, such license shall be issued. The license fee shall be:

- ~~1. Ten dollars for public showers, laundries, dry cleaning establishments, places for the care of the aged, and temporary food establishments. For the purpose of this subsection, temporary food establishments are defined as those operating at a fixed location for a period of time not exceeding fourteen consecutive days and in conjunction with a single event or celebration.~~
21. Seventy-five dollars for swimming pools, food manufacturers, food distributors, food processors, groceries, bakeries, meat markets and delicatessens; provide, however, that groceries or supermarkets shall be charged a base license fee of seventy-five dollars, plus twenty-five dollars each for meat markets, bakeries and delicatessens;
32. Twenty-five dollars for ~~mobile home parks,~~ campground facilities, motels, hotels, bed and breakfasts and body art and permanent cosmetic establishments; ~~and roominghouses;~~

- 43. Fifty dollars for child day-care facilities;
- ~~5. One hundred twenty-five dollars for septic tank cleaning services;~~
- ~~6. Deleted.~~
- 74. One hundred dollars for bars. If a bar provides food, an additional license fee of twenty-five dollars is required;
- 85. One hundred dollars for restaurants. If a restaurant provides alcoholic liquor or malt beverages, an additional license fee of twenty-five dollars is required;
- ~~9. One hundred dollars for fountains;~~
- 106. No license fee shall be required for food service facilities on any parochial, private or public school property.

8.04.060 – Employee health conditions.

_____ Every person in contact directly or indirectly with the public while employed by or operating a business affecting the public health and mobile food vendor employees shall be in good health while so engaged. Any such person shall be deemed to be in “good health” when he or she is not suffering from a contagious disease or is not a carrier of a disease that is communicable in form.

This Ordinance shall be effective _____, 2019.

PASSED on 1st reading the ____ day of _____, 2019

PASSED on 2nd reading the ____ day of _____, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

ORDINANCE NO. 21-19

AN ORDINANCE AMENDING SECTION 17.12.124 OF
THE CASPER MUNICIPAL CODE PERTAINING TO
WIRELESS COMMUNICATION FACILITIES.

WHEREAS, on March 20, 2018, Council passed Ordinance No. 2-18 pertaining to wireless communication facilities, which was codified as Section 17.12.124 of the Casper Municipal Code; and,

WHEREAS, on July 3, 2018, Council passed Ordinance No. 7-18 pertaining to wireless communication facilities, which implemented recommendations from the Planning and Zoning Commission; and,

WHEREAS, on September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* (“Order”) that limited state and local management of wireless communication facilities and imposed other timeline requirements on cities; and,

WHEREAS, the FCC continues to promulgate new rules and regulations that tighten timelines for approval; and,

WHEREAS, Section 17.12.124 of the Casper Municipal Code needs to be updated to reflect the FCC’s changes, and to assist City staff with meeting FCC-imposed timeliness; and,

WHEREAS, the City of Casper Planning and Zoning Commission reviewed the proposed changes at its June 20, 2019, meeting, and recommends approval.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

Section 1:

The definition of “Distributed antenna system” under Section B is changed as follows:

"Distributed antenna system" or "DAS" means a network consisting of equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

Section 2:

That the definition of “Macrocell” under Section B is changed as follows:

”Macro cell” means an antenna or antennas mounted on or in a tower, ground-based mast, rooftops or structures, at a height that provides coverage to the surrounding area.

Section 3:

That the definition of “Small cells” under Section B is changed as follows:

"Small cells" and "small wireless facilities" mean compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional macro cells and also add additional capacity and meet the following criteria: (1) the facilities -- (i) are mounted on structures fifty feet or less in height including their antennas, or (ii) are mounted on structures no more than ten percent taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than fifty feet or by more than ten percent, whichever is greater; (2) each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume; (3) all other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty-eight cubic feet in volume; (4) the facilities do not require antenna structure registration under federal law; (5) the facilities are not located on Tribal land as defined under federal law; and (6) the facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified under federal law.

Section 4:

The definition of "Stealth design" under Section B is changed as follows:

"Stealth design" means a design that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas.

Section 5:

Under Section B, Subsection (1), the definition of "Substantial Change" is hereby changed as follows:

- (1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater. Changes in height shall be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the original tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455(a));

Section 6:

The definition of “Transmission equipment” under Section B is changed as follows:

"Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supplies. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Section 7:

The definition of “Wireless Communication Facilities” under Section B is changed as follows:

"Wireless Communication Facilities" or "WCF" means an unstaffed facility or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small wireless facilities.

Section 8:

Section D. 4. is changed to read as follows:

4. All non-pre-engineered and non-prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, including the substructure, shall be approved by a licensed professional engineer, registered in the state.

Section 9:

Section E. 1. is changed to read as follows:

1. Distributed antenna systems and small cells are allowed in all zones by right (unless they involve the installation of a pole or tower that exceeds the height limitation of the underlying zoning district) and except for the FC or OYD zones, as long as all other requirements of the zoning district are met along with stealth requirements, regardless of the siting preferences listed in subsection I herein, provided the applicant also complies with all federal laws (such as the Americans with Disabilities Act) and state laws and requirements.

Section 10:

Section E. 2. is changed to read as follows:

2. Distributed antenna systems and small cells in all zones are subject to approval by administrative review unless their installation requires the construction of a new pole or tower that exceeds the height limitation of the underlying zoning district. A conditional use permit shall not be required for stealth replacement utility support structures, so long as they are substantially similar in height and design.

Section 11:

Section F. 1. is changed to read as follows:

1. Inventory of Existing Sites. Each applicant for a macro cell tower shall provide to the community development department an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one-half mile of the border thereof, including specific information about the location, height, and design of each tower or antenna. The community development department may share such information with other applicants applying for administrative approvals or conditional use permits under this section or other organizations seeking to locate antennas within the jurisdiction of the city; provided, however, that the city is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

Section 12:

Section F. 2. is changed to read as follows:

2. Color. The antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure. Towers shall be painted a color that best allows them to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case will be evaluated individually.

Section 13:

Section F. 7. is changed to read as follows:

7. Notice. For purposes of this section, any approval by administrative review, conditional use permit or appeal of a conditional use shall require notice as required by this Code.

Section 14:

Section F. 15. is changed to read as follows:

15. Accessory Equipment. In residential zones, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment cabinet that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and

colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.

Section 15:

Section F. 17 e. i. is changed to read as follows:

- i. Equipment shelters and cabinets and other on the ground ancillary equipment (outside of the public right-of-way) shall be screened with landscaping as required for the zone in which they are located or with another design acceptable to the community development department. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA, including, but not limited to, clear space requirements, shall be met by the applicant.

Section 16:

Section F. 17 e. ii. is changed to read as follows:

- ii. The ground level view of macro cell towers shall be mitigated by additional landscaping provisions as established through the conditional use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the conditional use permit and, if approved, shall take precedence over the foregoing requirement.

Section 17:

Section F. 17. e. iii. is changed to read as follows:

- iii. A site-obscuring fence (for example, solid or slatted wood, faux wood, vinyl, masonry or a combination thereof) no less than six feet in height from the finished grade shall be constructed around each macro cell tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of this code.

Section 18:

Sections F. 20. is changed to read as follows:

20. Sites and Application Appointments. Each application may include up to ten sites in the city. An in-person appointment with city staff is encouraged at the outset of the process for an application for multiple sites.

Section 19:

Sections G.'s title is changed to read as follows:

Sharing of Towers and Collocation of Facilities.

Section 20:

Section G. 1. is changed to read as follows:

1. It is the policy of the city to minimize the number of macro cell and wireless communication towers and to encourage the collocation of antenna arrays of more than one wireless communication service provider on a single tower, provided that additional Building Code regulations may apply.

Section 21:

Section G. 2. is changed to read as follows:

2. No new macro cell wireless communication tower may be constructed within one-half mile of an existing macro cell tower, unless it can be demonstrated to the satisfaction of the community development director or the designee thereof that the existing macro cell tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. Factors to be considered by the community development director or the designee thereof in determining whether applicant has made this demonstration include those listed below in subsection 4.

Section 22:

Section G. 3. is changed to read as follows:

3. The shared use of towers is encouraged. Applications for macro cells and towers which will, immediately upon completion, operate with more than one user may reduce setback requirements from adjacent nonresidential property. The setback from adjacent nonresidential property may be reduced by twenty-five percent when two users enter into a binding agreement prior to the issuance of the building permit. The setback from adjacent nonresidential property may be reduced by up to fifty percent when three or more users enter into a binding agreement prior to the issuance of the building permit. A binding agreement for the purposes of this subsection is one signed by all parties using the tower and by the affected landowners. This signed agreement will commit the users to occupy the tower immediately upon its completion. Notwithstanding the foregoing, fall zones shall be at least one foot for every foot of tower height subject to the breakpoint provisions herein.

Section 23:

Section G. 4. is changed to read as follows:

4. Factors Considered in Granting Conditional Use Permits for Macro cell Towers. In addition to any standards for consideration of conditional use permit applications pursuant to this Code, the applicant must provide wet stamped plans for macro cell towers, and the planning and zoning commission or city council (as appropriate under Section 17.12.240(C)) shall consider the following factors in determining whether to issue a conditional use permit.

Section 24:

Section G. 4. b. is changed to read as follows:

- b. Proximity of the macro cell tower to residential structures and residential district boundaries.

Section 25:

Section G. 4. j. is changed to read as follows:

- j. A determination by the FCC that the applicant's proposed antennas would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

Section 26:

Section G. 5. is changed to read as follows:

5. Site Plan. In districts where towers are allowed, applicants are required to submit and be granted an approval for a site plan before a building permit will be issued. The standards set forth in the tower regulations summary of this section will be used to determine tower requirements and whether approval shall be granted or denied. Towers of one hundred thirty feet or more require that site plan approval be granted by the planning and zoning commission. The planning and zoning commission may consider reductions to the setback requirements for such towers as a part of the site plan approval.

Section 27:

Section G. 6. is changed to read as follows:

6. All towers that provide commercial wireless service are required to submit a site plan to the city for approval. In addition to the standard site plan requirements (listed in this Title 17), the following information must be supplied with the site plan or building permit application:

Section 28:

Section G. 6. g. is changed to read as follows:

- g. Site plans must show the locations for at least two equipment buildings or cabinets, even if the tower is proposed for a single user;

Section 29:

Section G. 6. h. is changed to read as follows:

- h. For macro cell towers that are fifty feet or greater in height above the ground, a visual study depicting the zone within a three-mile radius, where any portion of the proposed tower could be seen (scaled vicinity maps);

Section 30:

Section G. 7. is changed to read as follows:

- 7. Placement Provisions—Towers. Towers shall be located only in those areas described in Table 1, provided that macro cell towers that are proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area shall be subject to the siting priorities set forth for preferred macro cell tower locations in subsection I.

Section 31:

That Table 1 (Tower Regulations Summary) and the abbreviation definitions immediately following Section 17.12.124, Section 8 (g) are hereby replaced with the following:

**TABLE 1
TOWER REGULATIONS SUMMARY**

Zone	Permitted Height	Plan Com Approval	CC Approval	On Top of Buildings
R1-R6	50'	NA	NA	NP
PH	130'	Greater than 130'	NA	10 percent of building ht.
PUD	In accordance with PUD Guidelines	In accordance with PUD Guidelines	NA	10 percent of building ht.
C1	50'	51-100'	NA	10 percent of building ht.
C2	130'	Greater than 130'	NA	10 percent of building ht.
C3	130'	Greater than 130'	NA	10 percent of building ht.

C4	130'	Greater than 130'	NA	10 percent of building ht.
M1	130'	Greater than 130'	NA	10 percent of building ht.
M2	130'	Greater than 130'	NA	10 percent of building ht.
AG	130'	Greater than 130'	NA	10 percent of building ht.
FC	NP	NP	NP	NP
ED	130'	Greater than 130'	NA	10 percent of building ht.
HM	50'	NA	N/A	10 PERCENT OF BUILDIG HT.
OB	50'	NA	N/A	10 PERCENT OF BUILDIG HT.
OLD YELLOWSTONE DISTRICT	SEE CASPER MUNICIPAL CODE ("CMC") SECTION 17.94.030 A. (25)	SEE CMC CHAPTER 17.94	SEE CASPER MUNICIPAL CODE CHAPTER 17.94	NP: SEE CASPER MUNICIPAL CODE CHAPTER 17.94

NP = Not permitted (prohibited)

NA = Not applicable

PERMITTED HEIGHT = Permitted with site plan approval from the community development director.

PLAN COM APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission.

CC APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission and the City Council.

Section 32:

That Section G. 8, is changed to read as follows:

8. Macro cell towers used for the purpose of providing commercial wireless services are permitted uses in all districts, except in the downtown area (OYDSPC), FC districts, residential districts (R1-R6), planned unit developments (PUD), and the agricultural district (AG). Small cells providing commercial wireless services in residential districts (R1-R6), planned unit developments (PUD), and the agricultural district (AG) are permitted uses if the pole or tower does not exceed the height limitation of the underlying zoning district. Additionally, towers which are placed on buildings must conform to the other requirements of this section.

Section 33:

That Section H. 4, is changed to read as follows:

4. All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirements of the zone in which they are located.

Section 33.01

That Section H.5 shall be added as follows:

5. Small wireless facilities located in City rights-of-way shall follow the City's setback requirements for rights-of-way.

Section 34:

That Section I. is changed to read as follows:

- I. Preferred Macro cell Tower Locations. All new macro cell towers proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (7):
 1. City-owned or operated property and facilities not in the downtown or residential zones and not including right-of-way;
 2. Industrial zones;
 3. Commercial zones;
 4. Other non-residential zones;
 5. City rights-of-way in residential zones;
 6. Parcels of land in residential zones;
 7. Designated historic structures, downtown and neighborhoods with additional protection.

The applicant for a macro cell tower located in a residential zone or within two hundred feet of a residential zone or in the downtown area shall address these preferences in an alternative sites analysis prepared pursuant to subsection J below.

Section 35:

That Section J. 1. a. is changed to read as follows:

- a. For macro cell towers in a residential zone or within two hundred feet of a residential zone or in the downtown area, the applicant must address the city's preferred macro cell tower locations with a detailed explanation justifying why a site of higher priority was not selected. The city's macro cell tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three higher ranked, alternative sites considered that are in the geographic range of the service objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

Section 36:

That Section J. 1. c. is changed to read as follows:

- c. For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives, the applicant will provide: (a) a description of its objective, whether it be to address a deficiency in coverage or capacity; (b) detailed maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

Section 37:

That Section J. 3. e. i. is changed to read as follows:

- e. Additional Information Required. Applicants for a conditional use permit for a tower shall also submit the following information:

Section 38:

That Section J. 3. e. vii. is changed to read as follows:

- vii. Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the city.

Section 38.01

That Section J.4 is changed to read as follows:

4. Radio Frequency (RF) Emissions Compliance. An Applicant for wireless communication facilities shall submit a letter certifying that all wireless communication facilities that are the subject of the application shall comply with federal standards for RF emissions. The owner or operator of an approved wireless communications facility

shall also provide the City with the FCC license for the wireless communication facility at the time the license is issued for the facility.

Section 39:

That Section J. 5. c. is changed to read as follows:

- c. An initial payment of a registration fee (for other than small wireless facilities) which shall be in addition to any other fee paid by the owner or operator of the tower or facility, for all towers or facilities located within the city, shall be required and shall be submitted to the community development department at the time of submission of the documentation, as required in 5.1.a. and 2.b. of this subsection.

Section 40:

That Section K. 4. c. i., ii. and iii. are changed to read as follows:

- c. The applicant demonstrates the following:
 - i. The development standard materially limits or inhibits the ability of the applicant to compete in a fair and balanced legal and regulatory environment;
 - ii. The situation can only be addressed through an exception to one or more of the standards in this section; and
 - iii. The exception is narrowly tailored such that the wireless communication facility conforms to this section's standards to the greatest extent possible.

Section 41:

That Section K. 4. d. is deleted in its entirety.

Section 42:

That Section L. is changed to read as follows:

- L. Removal of Towers. Towers which are not used for a period of six months or more shall be removed by the owner within ninety days from the date of written notification by the city. To assure the removal of towers, which have not been maintained or have been abandoned, a performance bond, cash, letter of credit, or other approved security shall be submitted for each tower. The amount of the bond, cash, letter of credit, or other approved security shall be based on an estimate provided by a contractor licensed in the state, who shall estimate the cost of removing the tower. This estimation shall be provided in writing and submitted with the application. There will be a ten percent contingency fee added to the contractor's estimate. In the event the owner shall fail to remove any tower which has not been maintained or has been abandoned, as provided in this subsection, the city shall have the right to enter the premises and remove such

tower without further notice to owner, in which event, all removal costs shall be charged against the bond or security and the owner until satisfied.

Section 43:

That Section O. is changed to read as follows:

- O. Independent Legal and Technical Review. Although the city intends for city staff to review applications to the extent feasible, the city may retain the services of an independent attorney and technical expert of its choice to provide evaluation of permit applications for WCFs, when they are subject to conditional use permits or administrative review. The consultant shall have recognized training in the field of wireless communication facilities. The consultants' review may include, but is not limited to: (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and, (d) whether the proposed WCF complies with the applicable approval criteria set forth in this section. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the city, within ten days of the city's request. When the city requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the city shall refund any unused portion within thirty days after the final permit is released or, if no final permit is released, within thirty days after the city receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the city within thirty days and before the permit is issued.

Section 44:

That Section R. is changed to read as follows:

- R. Indemnification. Each permit issued for a WCF located on city property shall be deemed to have as a condition of the permit a requirement that the applicant, wireless infrastructure provider and wireless service provider defend, indemnify and hold harmless the city and its council, officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, actions or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

Section 45:

That Section S. 1. is changed to read as follows:

- S. Eligible Facilities Request.

1. Purpose. This section implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018, which require a state or local government to approve any eligible facilities request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

Section 46:

That Section S. 2. b. is changed to read as follows:

- b. Review. Upon receipt of an application for an eligible facilities request pursuant to this subsection, the community development director or the designee thereof, shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

Section 47:

That Section S. 2. c. is changed to read as follows:

- c. Timeframe for Review. Within sixty days of the date on which an applicant submits an application seeking approval of an eligible facilities request under this subsection, the city shall review and act upon the application, subject to the tolling provisions below.

Section 48:

That Section S. 2. d. is changed to read as follows:

- d. Tolling of the Timeframe for Review. The sixty-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.

Section 49:

That Section S. 2. d. iii. is changed to read as follows:

- iii. Following a supplemental submission, the city will have ten days to notify the applicant if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

Section 50:

That Section S. 2. e. is changed to read as follows:

- e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the city in writing after the review period has expired. However, the request is still subject to Section Z (Standard Conditions of Approval).

Section 51:

That Section S. 2. f. is added as follows:

- f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

Section 52:

That Section S. 3. is changed as follows:

3. Compliance Obligations After Invalidation. In the event that any court of competent jurisdiction invalidates all or any portion of Section 6409(a) or any FCC rule that interprets Section 6409(a) such that federal law would not mandate approval for any Section 6409(a) approval(s), such approval(s) shall automatically expire one year from the effective date of the judicial order, unless the decision would not authorize accelerated termination of previously approved Section 6409(a) approvals or the City grants an extension upon written request from the permittee that shows good cause for the extension, which includes without limitation extreme financial hardship. Notwithstanding anything in the previous sentence to the contrary, the city may not grant a permanent exemption or indefinite extension. A permittee shall not be required to remove its improvements approved under the invalidated Section 6409(a) approval when it has obtained the applicable permit(s) or submitted an application for such permit(s) before the one-year period ends.

Section 53:

That Section S. 4. is changed as follows:

4. City's Standing Reserved. The city's grant or grant by operation of law of a Section 6409(a) approval does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a), any FCC rules that interpret Section 6409(a) or any Section 6409(a) approval.

Section 54:

That Sections T. through X. are deleted in their entirety and replaced with Sections T. through AA. as follows:

T. Small Wireless Facilities - Collocation on Existing Structures.

1. Purpose. This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the collocation of small wireless facilities on existing structures.
2. Application Review.
 - a. Application: The city shall prepare and make publicly available an application form, which form shall be used by the applicant.
 - b. Review: Upon submission of an application for collocation of small wireless facilities on an existing structure pursuant to this section, the city shall, within sixty days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.
 - c. Tolling of the Timeframe for Review: The sixty-day review period begins to run when the application is filed. The city shall notify the applicant within ten days as to whether the application is incomplete. Upon resubmission by the applicant, a new sixty-day shot clock commences, and the city has ten days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines upon a resubmission that the application is incomplete.
 - i. The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
 - d. Failure to Act: In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.
 - e. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

U. Small Wireless Facilities - New Construction (New Builds).

1. Purpose. This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the construction of small wireless facilities on a new structure.
2. Application Review.

- a. Application: The city shall prepare and make publicly available an application form, which form shall be used by the applicant.
- b. Review: Upon submission of an application for the construction of small wireless facilities on a new structure pursuant to this section, the city shall, within ninety days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.
- c. Tolling of the Timeframe for Review: The ninety-day review period begins to run when the application is filed. The city shall notify the applicant within ten days as to whether the application is incomplete. Upon resubmission by the applicant, a new ninety-day shot clock commences, and the city has ten days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines upon a resubmission that the application is incomplete.
 - i. The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- d. Failure to Act: In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.
- e. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

V. Collocation Applications for other than Small Wireless Facilities and Eligible Facilities.

- 1. Purpose. This section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018.
- 2. Application Review.
 - a. Application. The city shall prepare and make publicly available an application form.
 - b. Review. Upon receipt of an application for a collocation request pursuant to this section, the city shall review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.
 - c. Timeframe for Review. Within ninety days of the date on which an applicant submits an application seeking approval of a collocation request under this

section, the city shall review and act upon the application, subject to the tolling provisions below.

- d. Tolling of the Timeframe for Review. The ninety-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.
 - i. To toll the timeframe for incompleteness, the city must provide written notice to the applicant within thirty days of receipt of the application, specifically delineating all missing documents or information required in the application.
 - ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the city's notice of incompleteness.
 - iii. Following a supplemental submission, the city will notify the applicant within ten days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant may pursue judicial relief.
- f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

W. New Site or Tower Applications.

1. Purpose. This Section also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018.
2. Application Review.
 - a. Application. The city shall prepare and make publicly available an application form.
 - b. Review. Upon receipt of an application for a request for a new site or tower pursuant to this section, the city shall review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.
 - c. Timeframe for Review. Within one hundred fifty days of the date on which an applicant submits an application seeking approval of a request for a new site or tower under this section, the city shall review and act upon the application, subject to the tolling provisions below.

- d. Tolling of the Timeframe for Review. The one hundred fifty-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.
 - i. To toll the timeframe for incompleteness, the city must provide written notice to the applicant within thirty days of receipt of the application, specifically delineating all missing documents or information required in the application.
 - ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the city's notice of incompleteness.
 - iii. Following a supplemental submission, the city will notify the applicant within ten days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant may pursue judicial relief.
- f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

X. Fees. In connection with the filing of an application, the applicant shall pay all applicable fees, according to a city resolution.

Y. Laws, Rules and Regulations. This section shall be subject to all applicable laws, rules and regulations.

Z. Standard Conditions of Approval.

- 1. Applicability. In addition to all other conditions adopted by the city, all permits, whether approved by the city or deemed approved by the operation of law, shall be automatically subject to the conditions in this section. The city shall have discretion to modify or amend these conditions on a case-by-case basis as may be necessary or appropriate under the circumstances to protect public health and safety or allow for the proper operation of the approved facility consistent with the goals of this section.
- 2. Permit Term. A permit will automatically expire one year and one day from its issuance if construction has not been completed. Any other permits or approvals issued in connection with any collocation, modification or other change to a wireless facility,

which includes, without limitation, any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.


AA. Severability. The various parts, sentences, paragraphs and clauses of this section are hereby declared to be severable. If any part, sentence, paragraph or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected thereby.

PASSED on 1st reading the 7nd day of July, 2019.

PASSED on 2nd reading the 16th day of July, 2019.

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

ORDINANCE NO. 20-19

AN ORDINANCE AMENDING CHAPTER 10.36.031
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding mobile vendor parking requires modification for special events or adjacent business contingencies.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code are hereby amended as follows:

10.36.031(D)(2)(b):

ii. No MVPP may be issued to one applicant for more than two (2) consecutive days on the same block face, without City Council approval; City Council approval may be considered for special events or extenuating circumstances of the requesting adjacent business for a maximum of five (5) consecutive days and to be granted to a business a maximum of two (2) times in any calendar year.

iv. Hours: Monday—Friday: Hours of set up and operation are limited for a DOY location to a start time of 3:00 p.m. until 3:00 a.m. the following morning, unless City Council approval is granted for extended hours, which may be considered by the City Council for special events or due to extraordinary circumstances of the adjacent business owner.

v. Hours: Saturdays—Sundays the hours of parking/operation for a MVPP begins at 1:00 p.m. and expires at 3:00 a.m. the following morning, unless City Council approval is granted for extended hours, which may be considered by the City Council for special events or due to extraordinary circumstances of the adjacent business owner.

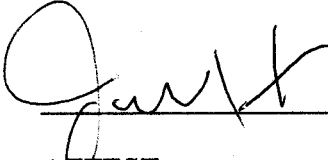
This Ordinance shall be effective _____, 2019.

PASSED on 1st reading the 18th day of June, 2019

PASSED on 2nd reading the 16th day of July, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 24, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk 
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Rescinding Resolution No. 18-259 and Authorizing a new Resolution for the Event Policy Guide as Revised.

Meeting Type & Date

August 6, 2019

Action type

Resolution

Recommendation

That Council, by resolution, rescind Resolution No. 18-259 and approve a new Resolution for the Event Policy Guide as Revised.

Summary

Council passed Resolution 18-259 and the Special Event Guide in December of 2018 and set application fees. Staff has made several revisions to the Event Policy Guide. Some of these were for clarity, but most were to simplify the process, by reducing the time frame needed to turn in an application, as well as lowering the fees for smaller events. Additionally, Staff changed the classifications of event on the event impact chart, as Staff believes this will alleviate the burden on smaller events to apply for a Special Event Permit.

Staff also made changes as requested by other entities and Council. For instance, the Casper-Natrona County Health Department asked that we add in language to direct citizens to their department when they planned to have food at a public event, and for help with emergency preparedness planning. Finally, Staff inserted language to inform event holders of the TIPS training now required by the liquor ordinance. All of the changes to the guide have been redlined for Council's consideration.

Council heard the changes and reviewed the guide at the July 16, 2019 Pre-Meeting and indicated support for the changes to move on for formal consideration.

Financial Considerations

There will be a minimal loss of revenue from the reduction of fees.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Event Policy Guide Redlined
Resolution



CITY OF CASPER SPECIAL EVENTS PLANNING GUIDE AND POLICY

Dear Customer:

Welcome to Casper! We are excited that you have chosen Casper as your event location. This Special Event Planning Guide and Policy (Guide and Policy) provides the information, policies, process, procedures, resources, and permits for you to apply for a Special Event Authorization. This guide will help you determine which permit(s) you may require.

The City of Casper's Licensing Specialist will be your point of contact throughout the process; please feel free to contact the Licensing Specialist at any time. The success of your event relies heavily upon you providing complete, thorough, and detailed information. The following contact information is provided for your assistance as you complete the application:

- **City of Casper Website:** www.casperwy.gov
- **City of Casper Special Event Application:**
www.casperwy.gov/SpecialEventPlanning
 - www.casperwy.gov/business/licenses_and_permits/special_events_liquor_permits
- **Licensing Specialist:**
Carla Mills-Laatsch
camills@casperwy.gov
(307) 235-7568

We look forward to working with you to ensure that your Special Event is fun, safe, and successful.

Purpose and Definitions

PURPOSE

In an effort to treat all persons and groups uniformly, the City has established regulations concerning the use of streets, sidewalks, greenways, and other public facilities and thoroughfares in the City for all organized special events with the purpose of protecting the health and public safety of citizens; limiting the inconvenience to residents, businesses, places of worship and learning, and other regular users of these facilities; establishing a straightforward and accountable process for customers; and enabling public agencies to manage these events in a cost-effective and well-coordinated way.

DEFINITIONS

➤ Special Event

A *special event* is generally defined as an organized activity that occurs outdoors on City property. ~~More specifically, in order to meet the criteria of this policy, a Special Event~~Outdoor City Property is defined as:

- ~~Occurs on City property, but not on property that is already under lease to another entity. “City property” includes any~~Any City owned park, trail, street, parking lot, alley, lawn, ~~sports field,~~ or similar outdoor place. Property is “already under lease” to another entity if that other entity has day to day control of the property.

If your event ~~meets the criteria of~~is an outdoor event that occurs on City property and meets the requirements listed on page 4 of this guide, then your event is a Special Event. ~~If it is not a Special Event~~your event is NOT outdoors on City property, then this Guide does not apply to you, but please be aware that some activities still might need special permits from the City of Casper.

➤ Extra Municipal Services

The term *Extra Municipal Service* refers to any reasonably required service above and beyond the normal services provided by the City government on a non-event day. Examples of Extra Municipal Services may include police services, traffic control, dedicated EMS presence, delivery and collection of extra trash containers, site preparation at City parks and facilities, and other such services. Since the City must pay a cost to provide these services, the Customer will be asked to pay the City for any Extra Municipal Services provided.

A Price List for Extra Municipal Services is available if extra services are requested or necessary.

➤ Special Event Application, and Special Event Authorization

In general, the Customer requests the right to hold an event by filling out a Special Event Application. The Special Event Application is then used to create a Special Event Authorization and any other permits which may be necessary.

The *Special Event Application* is a form that each Customer must submit in order to receive permission to hold their event, though certain very small events are exempt from this requirement.

The *Special Event Authorization* is a document that is issued to the Customer. It describes the event in general terms, it lays out restrictions and requirements in regards to the execution of the event, and it serves as evidence that the Special Event has been authorized.

➤ **ALCOHOL SERVICE PERMIT(S)– (Not applicable to all events)**

If the event will involve the possession or consumption of alcoholic beverages, then the event organizer must apply for the proper permits. Please be aware that having alcohol at an event may result in additional insurance and security requirements. If your event is outdoors in any open space, or certain structures in the City you must obtain an open container permit. If there are multiple open container permits adjacent to one another then the open container permit will extend to events which are next to each other. Catering permits may be applied for by a Retail Liquor License holder only. Malt Beverage permits can be applied for by any individual or organization; rented facilities will require a lease or an agreement showing that alcoholic beverages are allowed on the premises.

[As of August 5, 2019 all employees, and agents of any business operating with a City of Casper issued liquor license \(including catering and malt beverage permits\) who are engaged in the selling or serving of alcoholic or malt beverages shall successfully complete an alcohol server training program as approved by W.S. 12-2-402. Please see the State of Wyoming Liquor Division's website at <http://liquor.wyoming.gov/> for a list of approved training. This includes all volunteers.](#)

Large Events or high impact events may apply for a waiver from the open container restrictions. A letter requesting the waiver must be given to the City Manager or his designee with the requested area and event.

[All events involving food must contact Natrona County Health Department at 307-235-9340](#)

Event Impact Classifications

The City categorizes special events into one of three classifications. Events that are large and/or complicated will be classified as “High Impact” events. Smaller or less complicated events will be classified as “moderate” or “low” impact events.

This classification affects when the application is due, because City staff will need more time to prepare for a large or complicated event, and it affects the amount of the application fee.

Important Note: During the review process, the City has the right to change the classification of your special event if it has been deemed to meet different criteria.

EVENT IMPACT CHART

How to Use This Chart: Events that match the criteria of more than one classification will be assigned to the more restrictive level (for example: if an event meets criteria of both Low Impact and Moderate Impact events, the event will be classified as having a Moderate Impact). ~~Also, please remember that this chart is only applicable to “Special Events.” A “Special Event” is an activity that occurs outdoors and which occurs on City property.~~

Event Characteristics	CATEGORY
Anticipated attendance at the event will exceed 2,500 people and or event is expected to require more than \$1,000 worth of Extra Municipal Services	HIGH Impact Event Application Fee \$50
Anticipated attendance at the event exceeds 300 people and will require Extra Municipal Services or cause an impediment/ , <u>require a</u> closure to a Public Right of Way, <u>and/or alcohol will be consumed or sold.</u> (i.e., street, sidewalk, trail, or similar thoroughfare) or anticipated attendance at the event exceeds 100 people and will involve the consumption, selling, or serving of alcohol).	MODERATE Impact Event Application fee \$4030
Anticipated attendance at the event is less <u>more</u> than 100 people but the event will require Extra Municipal Services or cause an impediment/ , <u>require a</u> closure to a Public Right of Way, <u>and/or alcohol will be consumed or sold.</u> (i.e., street, sidewalk, trail, alley, or similar thoroughfare), or anticipated attendance at the event is more than 50 people and the event will involve the serving or consumption of alcohol.	LOW Impact Event Application fee \$3015
Anticipated attendance is less than 100 people, there will be no impediment to a Public Right of Way (i.e., street, sidewalk, trail, or similar thoroughfare), no Extra Municipal Services will be needed from the City (see page 2), and no alcohol will be consumed at the event.	Negligible Impact – No event application needed
Anticipated attendance is less than 50 <u>100</u> people, there will be no <u>minimal</u> impediment to a Public Right of Way (i.e., street, sidewalk, trail, or similar thoroughfare), and no <u>or minimal</u> Extra Municipal Services will be needed from the City (see page 2).	Negligible Impact – No event application needed <u>Not Considered</u> <u>Special Event</u>

APPLICATION DEADLINES

Event applications must be submitted according to the deadlines for each specific event type as outlined below, and will be accepted no more than one (1) year prior to the date of the event. If the Licensing Specialist believes that an expedited review is possible, then the Licensing Specialist shall accept a late application provided that it is accompanied by a late fee in addition to the regular application fee. The City does not guarantee that any event will be fully reviewed if it is submitted after the deadline.

- High Impact Events

Applications for High Impact events must be received at least ~~35 business days~~ One Month prior to the proposed date of the event.

- Moderate Impact Events

Applications for Moderate Impact events must be received at least ~~25 business~~ 20 days prior to the proposed date of the event.

- Low Impact Events

Applications for Low Impact events must be received at least ~~10 business days~~ prior to the proposed date of the event.

<u>Schedule of Late Fees</u>	
Application Submitted 1 – 14 days late	\$25
Application Submitted 15 – 30 days late	\$75

APPLICATION, AUTHORIZATION, and PERMITTING PROCESS

An application is not considered complete until the application form and the non-refundable application fee have been received. The review process will determine whether the event is to be authorized, it will identify which associated permits will be required, and it will help to determine if any Extra Municipal Services from the City will be required (for a definition of “Extra Municipal Service,” see page 2).

As the City begins processing the application, the Licensing Specialist will contact the Customer with updates and requests to facilitate the approval process. Please be aware that the City may deny any type of event if it is deemed not to be in the best interest of the City or if the event will create an undue burden on a particular geographic area, to include abutting residents or businesses.

Following a thorough review, the Licensing Specialist, with input ~~and~~the recommendations from the affected City departments, will make an application ruling consisting of one of the following:

- Approved, No Conditions. Special Event Authorization and any corresponding Permit(s) approved and issued as requested without conditions;
- Approved, Subject to Conditions. Special Events Authorization and any Permit(s) approved and issued subject to certain conditions deemed reasonable and necessary;
- Denied. Special Event Authorization ~~denied~~_{[FT1][CM2]}.

APPLICATION PROCESS OVERVIEW

➤ **Step 1: Filling out the Application**

~~• Customer fills out the Special Event Application, including any required permits.~~

- Every Special Event Application will need to be accompanied by, at a minimum:
 1. Application
 2. Recurring Events Schedule (if applicable)
 3. Application Fee (and Late Fees, if applicable)
 4. Site Plan/Route Map
 5. Public Notification Plan
 6. Restroom Plan
 7. Waste Management Plan
 8. Emergency Action Plan

[a. Please contact the Natrona County Health department at 307-235-9340 for guidelines.](#)

➤ **Step 2: Submitting the Application**

- Customer delivers the completed application to the Licensing Specialist, along with the Application Fee.

- Licensing Specialist goes through a preliminary review of the Special Event Application for completeness and clarity. The Licensing Specialist may request revisions or additions from the Customer; if this is the case, then the revisions will be required before the processing of the application can begin.

➤ **Step 3: Reviewing the Special Event Application**

- Licensing Specialist, or designee will provide receipt of application within 5 business days of submittal.
- Licensing Specialist sends the application materials to applicable City departments for their review.
- Regarding the issuance of Permits: Officials from various City departments will review permit forms and work with Licensing Specialist to obtain more information from the customer or to request modifications to the application when necessary. Certain types of permits can be approved or denied in advance of the event, but other permits cannot be issued until the site has been inspected and/or other final arrangements have been made by the Customer. Additionally, an event with recurring dates may require multiple permits; however, this will all be covered under one application.
- Regarding the provision of Extra Municipal Services: Officials from the various City Departments that might need to provide Extra Municipal Services will determine the scope of the Extra Municipal Services needed. From there, these officials will determine if the Extra Municipal Services are available, and if so, what the cost would be to provide those services and will provide documentation detailing these services.

➤ **Step 4: Public Notification**

- Public Notification Plan: The Customer will develop a Public Notification Plan. The Licensing Specialist will approve a plan that addresses the needs of the public. [This may include a 2nd notice being sent out to the public if first notification was more than 2 months prior to the event.](#)
- Customer executes the approved Public Notification Plan. Any feedback received by the Customer will be forwarded on to the Licensing Specialist. All feedback will be compiled and reviewed by City Staff and conditions may be placed upon the Event Authorization.

➤ **Step 5: Pulling it All Together**

- Licensing Specialist compiles all prepared documentation and permits and calculates the total fee to provide all permits and Extra Municipal Services. This compiled packet of information is summarized in the Event Authorization document.
 - *Important:* The Event Authorization may include special restrictions or requirements on the event so as to limit negative impacts on area residents or businesses, or to provide for greater public safety.
- High Impact events will also require review and approval by the City Manager.

➤ **Step 6: Timing of Authorization**

- The City of Casper's goal is to promote events in Casper and to authorize all applications. However, in order to ensure permit authorization, the City may require various changes to your event.

- Therefore, authorization timeline will depend on many factors such as event size, whether more information is needed, and whether any changes will be required.

➤ **Step 7: Issuance of the Special Event Authorization**

- Customer pays the calculated fee for permits.
- Customer provides the Licensing Specialist with certificates of insurance.
- Customer signs the Event Authorization.

➤ **Step 8: After the Authorization, but Prior to the Event**

- Customer follows the payment plan in regards to Extra Municipal Services. Depending on the services needed, this might entail paying for all or a portion of the services prior to the event. Vendor list must be submitted to the Licensing Specialist two weeks before the event date.

➤ **Step 9: Day of the Event**

A copy of the Special Event Authorization and all event permits are on site and will be produced for inspection upon the request of any City official.

➤ **Step 10: After the Event**

If applicable, Licensing Specialist sends invoices to the Customer for uncovered services and damages. Payments are due thirty (30) days after issuance.

APPLICATION CONDITIONS and DENIALS

An authorization may be denied, or conditions placed thereon, based upon considerations of the health, safety, and welfare of the community, and of the anticipated costs of holding such an event. Prior experience of the applicant in holding any event, or in holding the Special Event which is the subject of the application, will be considered and may impact the issuance of Special Event authorizations and/or permits.

Additionally, the City may base its denial decision on one or more of the following grounds:

- The application is not complete;
- Required forms and/or documents were not submitted;
- The application fee and/or permit fee(s) have not been paid;
- Required insurance has not been obtained;
- Goods or services will be sold at the event but the applicant has not produced any sales tax permits for itself or vendors for the event;
- The Customer cannot or will not pay the cost for any determined Extra Municipal Services;
- The application and/or its supporting forms contain a material falsehood or misrepresentation;
- It is reasonably believed that the event would cause undo harm or inconvenience to the participants, community or the surrounding neighborhood.

- The Customer and/or its organizational leaders have on prior occasions made material misrepresentations regarding the nature or scope of any event or activity previously authorized, permitted, or requested;
- The Customer and/or its organizational leaders violated the terms of a prior authorizations or permits issued to or on behalf of the applicant and/or its officers;
- The Customer is not legally competent to sign a contract or to be held responsible for its actions;
- The Customer has, on prior occasions, been required to pay for Extra Municipal Services or damages to City property and has not paid in full for such expenses or damages;
- City resources that would be necessary for the proper and safe conduct of the event are unlikely to be available at the time of the event.
- The special event use or activities intended by the Customer would conflict with previously planned events and programs which have been organized by others either through the use of City facilities or the unavailability of sufficient City resources for the proposed event;

The City reserves the right to revoke a previously issued Event Authorization if any violation of law is reasonably believed to have occurred in conjunction with this event or the preparation for said event, or if the Customer is reasonably believed to have violated any City rule or policy in regards to his or her preparation for this event, and/or if the Customer has failed to meet his or her obligations as described under the Event Authorization and/or the associated documents therewith.

FEES

- *Application Fees* and *Late Fees* (if applicable) are due upon the submission of the Event Application. This fee is non-refundable, and the application will not be reviewed until the application fee has been received. Payment of the application fee does not guarantee event approval; however, Customers will have the option to modify dates, locations, and other aspects of the event in order to win approval.
 - The Licensing Specialist will attempt to assess the Event Impact Level for each event when the application is submitted. The Event Impact Level is used to calculate the application fee, and it will be used to determine whether the Event Application was submitted on time. If the application was submitted late (see page 11), then appropriate late fees will apply. Like Application Fees, late fees must be paid before the Application will be processed.

Event Type	Application Fee
❖ High Impact Event	❖ \$50
❖ Moderate Impact Event	❖ \$40 30
❖ Low Impact Event	❖ \$30 15

- It can be the case that a new classification will be assigned during application review, and this reclassification might affect the fees that would be due from the Customer.
- Payment of *Permit Fees* is due after the event application has been reviewed. The Event Authorization will not be issued until all Permit Fees have been paid.
- Payment for *Extra Municipal Services* is due upon invoice. The Customer shall be liable for and shall pay to the City the actual cost of all Extra Municipal Services provided by the City. Typical Extra Municipal Services include contracted police officers, dedicated EMT staffing, delivery and collection of trash containers, site preparation at City parks and facilities, and other such services.

- *Determining the Types, Amounts, and Costs of Extra Municipal Services*

Prior to any approval of a Special Event Authorization, the City Departments potentially affected by the proposed Special Event shall review the application and report their respective findings to the Customer and to the Licensing Specialist. These findings may indicate that Extra Municipal Services are needed.

If Extra Municipal Services are needed, officials from the impacted City Department will communicate this fact to the Customer, along with a cost estimate for the Extra Municipal Services to be provided. This communication will occur before the Event Authorization is issued.

- Refund Policy

There is no reimbursement or refund of application fees or late fees except and unless the reimbursement would be due to a reclassification of the event from one Impact Level to another. Fees may be transferable toward future event applications and permits if the event is cancelled due to inclement weather or other emergency situations, at the discretion of the City Clerk.

PUBLIC NOTIFICATION PLAN

In an effort to improve communications and to keep citizens, businesses, and other establishments fully informed of all events that will potentially impact their area, the City requires all Customers to notify the affected public about their upcoming event. Notification requirements are done at the expense of the Customer. The Customer will need to submit a Public Notification Plan along with their application.

- Identifying Affected Parties

Customers must notify all reasonably affected community members, including residents, businesses, schools, and places of worship about the event, associated road closures, and other impacts. Additionally, any establishment that will be blocked, detoured, or heavily inconvenienced must be notified. Neighborhood Partnerships and Homeowner Associations must also be notified, when applicable. Reasonably affected means if any disruption to a normal commute, accessibility to homes and businesses as well as loud noises must be notified of the closure.

- Notification Timeline

The following table outlines the number of calendar days in advance of the event that public notification must be made. Please note that the dates on this chart are the dates upon which the notification has been *completed* (i.e., the dates by which all notifications have been received by all affected parties):

Event Type	Notification Deadline
High Impact	30 Days
Moderate Impact	15 Days
Low Impact	5 Days

The Customer and the Licensing Specialist will keep records of any concerns or objections received about the event. The Customer will share any objections with the Licensing Specialist. Any concerns received will be reviewed, and they will be taken as a factor in the review of the application.

An event authorization will not be issued until the notification has occurred and objections, if any, have been reviewed.

➤ Notification Components

Information to include on all notifications is listed below:

1. Name of Event
2. Name of sponsoring organization (if applicable)
3. Date(s) of event, and for each day, the time it will begin and the time it will end
4. Description of associated road closures (if applicable) the times that these road closures will be in effect
5. Description of the event and the noise impacts of the event, such as music or fireworks, and their timeframe
6. Name and contact information of Customer (including phone number and email address)
7. Website associated with event (if applicable)

➤ Approved Notification Methods

A Public Notification Plan will typically include a mix of the following public notification methods:

- Option 1: Mailed Postcards.

Customers may mail standardized postcards to the affected community members. The goal of the postcard requirement is to build a notification pattern that is consistent, highly visible, and recognizable to the public.

- Option 2: Individual Communication.

The Customer may individually contact affected community members in person, over the phone, or via email. If this notification method is used, then a log of these interactions must be kept, and upon completion of this activity, the log must be submitted to the Licensing Specialist.

- Option 3: Apartment or Business Complex Notification.

The Customer may coordinate with property managers to alert all tenants of a large complex via the preferred communication method of the complex. Proof of this alternate form of notification must be submitted to the Licensing Specialist.

The Customer may utilize a combination of the above methods for notification, or may submit a suggested alternative method. For reoccurring events please provide a notification plan that takes its recurring nature into account.

The City of Casper encourages Customers to use additional notification means such as social and broadcast media, local calendars, and press releases as a way to supplement any notification already called for in the events guide.

INSURANCE REQUIREMENTS and INDEMNIFICATION

~~In order to receive an Event Authorization for an Any Special~~ event that will occur on City property ~~and 100 or people will attend, require~~ the Customer ~~will need~~ to provide the City with a certificate of insurance, and the certificate will need to list the City of Casper ~~as an additionally, its employees, agents, officers, officials and volunteers as additional~~ insured party. The required elements of the insurance policy will vary depending on the activities that your event will entail.

➤ Comprehensive General Liability -- (Required for all events)

The Customer will need to provide Insurance Services Office Form CG 00 01 c overing comprehensive general liability (CGL) on a n “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$250,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

This CGL policy must specifically include the City of Casper as an additionally insured party. It is common for organizations such as non-profit and for-profit corporations to carry a comprehensive general liability insurance policy for that organization’s general activities, and it might be the case that events are already covered by that policy. If this is the case, then the Customer may want to contact their insurance provider to arrange for the issuance of a certificate of insurance that specifically lists the City of Casper as an additionally insured party.

Please use this as the wording on the certificate of insurance: *City of Casper, its employee, agents, officers, officials, and volunteers as additional insureds.*

➤ Indemnification – (Required for all events)

As a condition of Event Authorization, the Customer will need to indemnify the City of Casper, including its officers, officials, employees, agents, and contractors. An indemnification clause will be included in the Event Authorization.

➤ Third Party Insurance for High Risk Activities -- (Not applicable to all events)

Certain kinds of safety sensitive activities will need to be specifically covered by the insurance policy. These activities are commonly excluded from standard CGL policies. Safety sensitive activities include, but are not limited to activities such as:

- Inflatables (such as bouncy houses)
- Amusement houses (such as fun houses or haunted houses)
- Carnival-style rides
- Fireworks and pyrotechnics
- Bonfires and open flames

If the event will feature this sort of activity, then the Customer will be required to provide the City with a certificate of insurance that specifically includes coverage for that activity. The City of Casper reserves the right to require additional insurance for events based on the specific activities that will occur as a part of that event.

Coverage of this sort should be on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. The certificate of insurance may be held by the Customer or by the vendor that is specifically managing this portion of the event, but in either case, the certificate must include the City of Casper as an additionally insured party.

➤ Liquor Liability - (Not applicable to all events)

If the responsible organization will be supplying alcoholic beverages, then the general liability insurance must specifically include host liquor liability coverage. If the responsible organization is using a caterer or other vendor to supply alcohol, then that vendor must have liquor liability coverage in addition to the Customer’s host liquor liability coverage. If the responsible party intends to *sell* alcohol, then either the responsible party or the vendor providing the alcohol for sale must have a valid liquor sales license, and the vendor’s liquor liability coverage will need to specifically include coverage for the sale of alcohol. The limits for each of these coverages shall be no less than \$1,000,000.

➤ Automobile Liability - (Not applicable to all events)

If the event will involve motorized transportation (such as shuttle bussing, or valet parking) then the Customer will need to have automotive insurance. If the vehicles are owned by the host organization, then the Customer will need to provide Insurance Services Office Form Number CA 0001 covering Code 1 (any auto). If the vehicles are not owned by the host organization, then the Customer will need to provide Insurance Services Office Form Number CA 0001 covering Code 8 (hired) and Code 9 (non-owned). All auto coverage must have a limit of no less than \$1,000,000 per accident for bodily injury and property damage, and all auto coverage will need to list the City of Casper as an additionally insured party.

In Closing...

Again, thank you for choosing Casper to hold your event. Please contact the Licensing Specialist throughout the process with any questions you may have. We look forward to helping you conduct a safe, successful, and fun event!

RESOLUTION NO. 19-159

A RESOLUTION RESCINDING RESOLUTION NUMBER 18-259 AND ADOPTING REVISED SPECIAL EVENT GUIDE AND POLICY AND APPLICATION AND FEES FOR SPECIAL EVENTS.

WHEREAS, the Special Event Guide and Policy and Application and fees were adopted on December 4, 2018; and,

WHEREAS, the Resolution adopted a process including an application format that would be all-encompassing for the services and permits needed; and, deadlines and fees would be clearly laid out depending on the size and type of event; and,

WHEREAS, through use of the guide, Staff felt that several revisions to the Event Guide and Policy to simplify process and that lower fees would be more appropriate; and,

WHEREAS, the Casper-Natrona County Health Department asked that various provision be added to provide further information for citizens; and,

WHEREAS, Council amended the Liquor License Ordinance 5.08.520 (A) to require TIPS training for all staff and volunteers serving alcohol, and desired to have this information added to the Special Event Guide and Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Resolution No. 18-259 and the previous Special Event Guide and Policy are hereby rescinded; and,

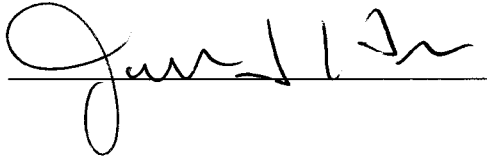
BE IT FURTHER RESOLVED, that the revised version 18 Special Event Policy and Guide, and application dated June 3rd, 2019 and fees are hereby adopted, effective immediately.

Special Event Fees

Low impact event	\$15
Medium impact event	\$30
High impact event	\$50

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

July 24, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
SUBJECT: Authorizing the City of Casper to Join the State of Wyoming Benefit Program Effective January 1, 2020

Meeting Type & Date
Regular Council Meeting
August 6, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize the City of Casper to join the State of Wyoming's Group Insurance as of January 1, 2020.

Summary
The City of Casper has been self-funded for health insurance since 1984. Since that time, the City has retained a third party administrator (TPA) for administration of services related to the Health Plan and managed all aspects relating to a self-funded health plan through the Human Resources Department. In May 2019, the City of Casper was made aware that an official opinion by the Attorney General was favorable regarding cities and town being eligible to opt-in as political subdivisions to join the State of Wyoming's benefit program. The State of Wyoming benefit program includes coverage for health, dental, life, section 125 flexible benefits and voluntary products. Any entity opting into the State's plan must enroll in the State's core benefits (health, dental, life, section 125 flex plans) for a minimum of five years.

The Wyoming State Department of Administration and Information, Employees' Group Insurance (EGI) Section is responsible for the day-to-day operations. The State Health Benefit Plan covered 17,000+ employees and retirees with 37,000+ total members as of May 1, 2019. Benefit booklets and rates can be found on EGI's website at <http://egi/wyo.gov>.

On July 24, 2019, City Council supported the City Manager's recommendation to move to the State of Wyoming Benefit program effective January 1, 2020.

Financial Considerations

Cost of State Plan (assumes 10% premium increase)	\$9,693,071
FY 20 Health Fund Budget	\$8,280,958
Life Insurance Premium	\$72,000
Difference	\$1,340,113

Oversight/Project Responsibility

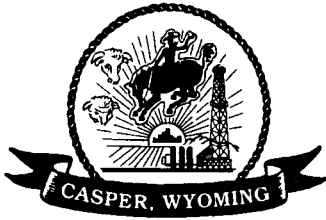
Tracey L. Belser, Support Services Director

Becky Nelson, Health and Safety Specialist

Attachments

Letter to Ralph Hayes, Program Manager

Wyoming State Employees' and Officials' Group Insurance Opt-In Handbook
Resolution



OFFICE OF THE CITY MANAGER

CITY OF CASPER

200 NORTH DAVID STREET

CASPER, WYOMING 82601

PHONE: (307) 235-8224

FAX: (307) 235-8313

www.cityofcasperwy.com

August 7, 2019

Mr. Ralph Hayes
Program Manager
State of Wyoming Department of Administration & Information
2001 Capitol Avenue, Rm. B3
Emerson Building
Cheyenne, WY 82002

Dear Mr. Hayes:

On August 6, 2019, City Council adopted a resolution for the City of Casper to join the State of Wyoming benefit plan that includes the Wyoming State Employees' and Officials' Group Insurance. This is the City of Casper's notice to you of the decision to join the State's insurance plan to constitute notice of election. We look forward to develop the memorandum of understanding to be completed prior to the effective date of January 1, 2020.

I humbly request that the City of Casper have an appointment on the Wyoming State Employees' & Officials' Group Plan Advisory Panel.

Thank you,

J. Carter Napier
City Manager



**WYOMING STATE EMPLOYEES' AND OFFICIALS'
GROUP INSURANCE**

**K-12, BOCES, Cities, Towns, & Counties
OPT-IN HANDBOOK**

EFFECTIVE MAY 2019

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INTRODUCTION

The State's health and dental programs are community rated where the participating entities and their employees have the same rates for the same benefits. This means the entity of 10 employees pays the same as the 2,700 employee entity. This eliminates fluctuations in rates based upon your entity's claims experience and the smaller the group the wider the fluctuations. In some ways the Wyoming State Employees' & Officials' group plan is now an option in the Wyoming benefits marketplace for cities, towns, counties, K-12 districts and BOCES. The State's program is just one benefits option compared with many insurance companies and third party administrators.

This handbook is being provided as a resource to cities, towns, counties, K-12 districts, benefit committees and BOCES groups exploring opting into the Employees' Group Insurance program. It is designed to provide you with information on the Wyoming State Employees' & Officials' group plan to aid in your decision process.

The Wyoming State Employees' and Officials' Group Plan provides health, dental, life, section 125 flexible benefits and voluntary products. Any entity opting into the State's plan must enroll in the State's core benefits (health, dental, life, section 125 flex plans). Voluntary products are discretionary. The Wyoming State Department of Administration and Information, Employees' Group Insurance (EGI) Section is responsible for day-to-day operations. The State Health Benefit Plan covered 17,000+ employees and retirees with 37,000+ total members as of May 1, 2019.

Wyoming State Statutes, Title 9 – Administration of the Government, [Chapter 3](#) – Compensation and Benefits are the enabling statutes of the Wyoming State Employees' & Officials' Group Plan.

The information provided in this handbook is an overview. Benefit booklets and rates can be found on EGI's website at <http://egi.wyo.gov>.

NOTIFICATION OF ELECTION TO PARTICIPATE

Any eligible entity may elect to participate in the State Employees' and Officials' Group Insurance plan by filing notification of election with the department of administration and information on a form and in a manner as prescribed by the department. A letter on entity letter head with an authorized signature to Employees' Group Insurance (EGI) stating the entity's decision to join the State's insurance plan will constitute notice of election. A memorandum of understanding signed by EGI and the entity will be completed prior to the effective date.

EFFECTIVE DATE OF COVERAGE

Participation in the plan for any electing entity shall commence not less than one hundred twenty (120) days following the date on which the entity filed notification. EGI will work with the entity to establish an effective date but would not anticipate a date later than the first of the month following the 120 period. Effective dates are flexible and do not need to be tied to traditional anniversary dates of the entity or the State.

BENEFITS ELECTION

The Wyoming State Employees' and Officials' Group Plan provides health, dental, life, section 125 flexible benefits and voluntary products. Eligible entities opting into the State's plan will be identical to plans, eligibility, and coverage provided other covered entities and enrollees. Any eligible entity opting into the State's plan must utilize the State's core benefits (health, dental, life, section 125 flex plans). Voluntary products are discretionary.

ELECTION PERIOD

An entity's election to participate in the State's group insurance plan is irrevocable for a period of five (5) years from the date on which plan participation originally commenced. An entity may elect to cease its participation in the State's group insurance plan by filing an election with EGI within 30 to 90 days prior to expiration of the initial five (5) year participation period. The entity cancellation date following the notice by the entity electing to cease its participation shall be the end of the fifth year with no penalties or assessments. The entity will automatically renew its participation in the Plan without interruption unless the entity provides notice of its intent to cease participation in the plan. Renewal of plan participation shall be irrevocable for an additional period of five (5) years. Entities that drop participation with the State group insurance plan shall be prohibited from participation for a period of five (5) years commencing on the date plan participation ceased.

HEALTH AND DENTAL RATES

The State's health and dental programs are self funded; however, the program will act like a fully insured option with participating entities being charged a monthly premium rather than weekly claims. If an entity later opts out at the end of their five year commitment, the entity will have no claims run out responsibilities.

In addition to all other remedies available to the department, if a covered entity withdraws or is terminated for cause from the state's group insurance plan during the period of irrevocability, the department may assess against the withdrawing entity the amount by which all claims paid on behalf of employees of the entity exceeds total premiums paid by the board or district and their employees. Cause for termination includes but not limited to failure to pay premiums, failure to pay premiums timely, entity obtains other insurance, employer does not maintain minimum employer contribution levels, etc..

In the fifth year of participation, at a participating entity's request, EGI will provide two years of paid claims and exposure data specific to the entity in question allowing entities to conduct benefit requests for proposals.

RETIREES

Retired employees of entities electing to opt into the State program, who were continuously covered under the entity's insurance plan prior to the election, are eligible to participate in the State's Employees' and Officials' Group Insurance Plan. There are employer contributions that will be required for retirees which are outlined later in this handbook. If a covered entity elects to cease participation in the group insurance plan the election shall also apply to retired employees of that entity who are receiving coverage under the State plan.

BILLING PROCESS

The monthly billing process will be a entity self bill with adjustments. Entities provide EGI with a monthly report and adjustments page with their premium payment. The entity generated bill will be electronic based in formats designated by EGI. EGI staff will work with your payroll and IT staff in the initial development of the bills.

DEDUCTIBLE CREDIT

Deductibles and coinsurance maximums are on a calendar year basis for the State's program. Eligible entity employees will get credit for any health insurance deductible amounts they have paid in the year the entity joins the State's plan. Entities will need to have their current carriers provide a report to establish the credit. These credits are good for the rest of the calendar year. No credits will be provided for dental coverage.

ANNIVERSARY DATE

The State Employees' and Officials' Group Insurance Plan anniversary date is January 1st of every year. This is the time when rates and benefit changes go into effect. The new rates are collected in the December 31st payroll cycle. Effective dates for entities joining the State's program are flexible and do not need to be tied to traditional anniversary dates of the entity or the State.

PROS AND CONS

There are numerous pros and cons when considering whether or not an eligible entity should join the State's EGI employee benefits program. This is a decision that affects many employees throughout the State of Wyoming and should be given careful consideration. You will have your own unique pros and cons but we have included some of the items to consider below:

Pros:

- As of May 2019 there are approximately 17,000+ employees/retirees enrolled in the State's EGI plan. Eligible entities opting to join the State's program creates a larger purchasing pool providing additional leverage with carriers and medical providers for developing networks and added value of network discounts.
- Based upon a larger group size of the State program, many of the entities would have less fluctuation in claim costs year over year and therefore better stability in future premium increases since overall plan costs would be spread across a larger covered population.
- Along the same lines long-term administrative costs would likely be lower because costs would be spread across a larger covered population, no commissions are paid and many duplicative tasks (i.e., general plan administration, competitive periodic bidding for carriers/administrators, etc.) at the entity would be reduced.
- Some entities may gain more choice of plan options for their employees, in some cases including retiree benefit options (for subsequent retirees) that may not currently be available for many of the entities.
- The current "split" contribution structure utilized by EGI, likely will save the entity money for additional dual-working couples that work for the entity and another covered entity.
- Similarly, a consistent four tier premium/funding structure reduces the cost of employees covering just a spouse or just children at most entities.
- The combined group of employees will likely produce greater leverage for developing networks and added value of network discounts, especially in small communities where there are few provider choices.
- The additional value-added services available under EGI's medical programs will provide benefit and potential long-term cost savings to entity plans (i.e., disease management, etc.)
- EGI's vendors provide dedicated customer-service lines for all State employees.
- EGI's health insurance vendors are required to have a customer service and claims processing office located in the State of Wyoming, promoting local service and potential job opportunities for Wyoming residents.
- Dedicated full-time administration of the State's benefit programs would reduce entity administration.

Cons:

- Opting into the State's program requires a five year commitment during which time the eligible entity gives up local control and flexibility in designing and funding their employee benefit programs.
- Any time a group changes plans or insurance carriers, there are likely differences in the plan design elements covered, but often more important, the network of providers may differ. A move to the State's program is no exception. Employees often build ties with a

particular provider and having to change providers due to changes in provider networks is disruptive to employees.

- Some entities may lose the number choices of plan options for their employees.
- Some entity costs could increase for a combination of factors, depending upon current circumstances:
 - Covering more employees due to 50% Full-Time Equivalency eligibility definition.
 - Paying more for covered dependents where currently only employee cost is funded by the employer/entity.
 - Implicit/explicit subsidy retiree coverage costs.
 - Not receiving lower rates for low entity utilization due to community rating.
- Entity employee premium share may go up or down – depends upon change in employer funding strategy and potential coverage tier changes.
- Another area of consideration in any type of consolidation process is the impact on people and their jobs. Brokers and consultants who work with entities, independently or collectively as a trust, may lose work and revenue from a entity joining the State plan.

EMPLOYEES' GROUP INSURANCE PURPOSE

The Employees' Group Insurance purpose is to develop and maintain a competitive and cost effective benefit package as a valuable tool in the recruiting and retention of quality individuals for all participating entities including the State of Wyoming, University, Community Colleges, Cities, Towns, Counties, K-12 districts and BOCES entities opting into the program.

VISION

Employees' Group Insurance is committed to providing superior customer service with courteous, competent, and consistent communication. We are proactive in informing and educating our customers to our mutual benefit.

MISSION

To provide our members competitive benefits designed for choice and cost effectiveness; superior administration and promotion of healthy lifestyles.

EGI OPERATIONS

EGI was assigned to the Department of Administration and Information on July 1, 2001. EGI operates as a section of the Human Resources Division. The applicable statutes comes from Title 9 – administration of the government, Article 2 – insurance plans, 9-3-201 through 9-3-218. The statutes outline the administration and management of the group insurance program including authority and duties; adoption of rules and regulations.

Major Duties Include:

- Administer and manage the State Employees' and Officials' Group Insurance Program. This includes determining benefit plan designs and negotiation of vendor contracts and compliance;
- Prepare specifications for the group insurance plans contracted for by the department;
- Contract with vendors/carriers to manage/underwrite group insurance plans. This includes calling for bids, negotiating, terminating services, and developing relationships;
- Determine the methods of claims administration under group insurance plans, whether by the State or carrier or both.
- Apply the eligibility regulations to participate in group insurance plans and assist members with their issues and efficiently process member changes into eligibility.
- Efficiently process payroll deductions within State payroll system.
- Provides information to payroll locations, benefit specialists and members on the plan's processes.
- Provide customer service to eligible participants to our program.
- Develop relationships, provide training and customer service to participating entities' benefit specialists. Assist benefit specialists with solving employee issues;

- Establish a procedure by which the department shall hear complaints by insured employees concerning the allowance and payment of claims, eligibility for coverage and other matters.
- Administer State group insurance reserve monies.
- Monitor the operation of the group insurance plan including analysis of:
 - Gross and net costs, including administrative costs;
 - Claims administration;
 - Health claims utilization information to determine the causes of plan health care cost increases and strategies to control those costs;
 - Factors in the plan's design that may adversely affect participation;
 - The affect of benefit changes;
 - Contribution levels and recommendations to attract a broad mix of participants to the plan;
 - Demographic information about existing and eligible participants;
 - Trends in costs and benefits of the plan relative to other plans.
- Contract consulting/actuarial services, the preparation of specifications for group insurance plans and other specialized services which cannot be performed by the department. Contracts for these services are awarded through responsible competitive bidding at intervals of five years, and are reviewed annually by the department;
- Administration of a flexible benefits plan including enrollment and claims payment.

EGI PROGRAMS/PRODUCTS

Health Insurance

The State of Wyoming is fully responsible for the self-funded medical benefits. The State's health plan is NOT a grandfathered plan under PPACA. CIGNA has been hired as the medical programs Third Party Administrator (TPA) to handle the day to day claims processing. CIGNA does not insure or guarantee the self-funded medical benefits. The programs currently offered by the State are:

Active Employees

- \$500 Deductible, \$2,000 Coinsurance Maximum*
- \$900 Deductible, \$2,000 Coinsurance Maximum*
- \$2,000 Deductible, \$2,000 Coinsurance Maximum*
- \$1,500/\$3,000 Deductible HDHP**, \$2,000 Coinsurance Maximum*

Retirees

- \$900 Deductible, \$2,000 Coinsurance Maximum*, \$2,000,000 lifetime maximum
 - \$2,000 Deductible, \$2,000 Coinsurance Maximum*, \$2,000,000 lifetime maximum
 - \$1,500/\$3,000 Deductible HDHP**, \$2,000 Coinsurance Maximum*, \$2,000,000 lifetime maximum
- Medicare Wraparound program – acts as a Medicare supplement.
Medicare Wraparound program with prescription drug coverage through an EGWP.

*Individual, in network and/or in Wyoming

** High Deductible Health Plan federally qualified for health savings accounts (HSA)

Note: Please review benefit summaries and plan booklets for full details.

Dental Insurance

The State of Wyoming is fully responsible for the self-funded dental benefits. Delta Dental of Wyoming has been hired as the dental programs Third Party Administrator (TPA) to handle the day to day claims processing. Delta Dental does not insure or guarantee the self-funded dental benefits. The programs offered by the State are:

Preventive Dental

- *No Deductible*
- *Diagnostic & Preventive Services 100%*
- *Exams & cleanings - twice each calendar year (separated by five months)*
- *Bitewing x-rays - once every 12 months*
- *Full mouth x-rays - once every 24 months*

Optional Dental

- *\$50 Deductible*
- *Basic Services - 80%*
- *Major Services - 50%*
- *Annual Maximum - \$1,500.00*
- *NOTE: No orthodontia coverage*

Life, AD&D and Dependent Life Insurance – The Hartford

Active Life Insurance – an amount equal to \$50,000 or reduced by age as indicated in the table below:

Age	60	65	70	75	81	85
% Reduced	36%	58%	72%	82%	88%	91%

Active AD&D – an amount equal to \$20,000 or reduced by age as indicated in the table below:

Age	60	65	70	75	80	85
% Reduced	35%	55%	70%	80%	85%	90%

Retiree Life Insurance - an amount equal to \$50,000 or reduced by age as indicated in the table below:

Age	60	65	70
% Reduced	36%	58%	91%

Retiree AD&D - None

Dependent Life Spouse: An amount equal to \$4,000 not to exceed 50% of the basic amount of life insurance in force for the member.

Dependent Life Children: \$4,000

Flexible Benefits & Employee Reimbursement Accounts

The Flexible Benefits Plan allows active employees to set aside pre-taxed money through payroll deductions to pay for eligible medical and dependent care expenses. Most importantly, it allows employees to save tax dollars through careful planning.

The Flexible Benefits Plan is divided into four accounts:

Pre-tax Insurance Premiums - Insurance premiums for employee paid health; life and dental insurance are deducted prior to taxes. The employee must be enrolled in at least one of the State of Wyoming health/life/dental insurance to participate in this account. Insurance premiums for other health insurance plans (such as an employee’s spouse’s employer’s plan) are not eligible for reimbursement from this account. Neither can dependent life or the voluntary benefits insurance premiums be paid through this plan.

Dependent Day Care Account – Day care, home care, or child care expenses for care of dependent children under the age of 13, disabled children of any age, a disabled spouse, or disabled dependent parent may be reimbursed from this account. The employee must be eligible for benefits but does not have to be insured with the State in order to participate in this account.

Medical Reimbursement Account – Co-insurance, deductibles, and most medical expenses not covered by insurance, including dental and vision expenses and prescription drug co-payments may be reimbursed from this account. The employee must be eligible for benefits but does not have to be insured with the State in order to participate in this account.

Wrap Around Medical Reimbursement – Intended for individuals participating in a Health Savings Account (HSA). Only expenses not allowed under the health plan are eligible for reimbursement, i.e., vision or dental expenses.

The dependent day care and medical reimbursement accounts are administered by EGI with weekly payment cycles.

VOLUNTARY (EMPLOYEE PAID) BENEFITS

Short Term Disability – The Standard

Short term disability (STD) pays a percentage of an individual's salary if they become temporarily disabled, meaning that they are not able to work for a short period of time due to sickness or injury (excluding on-the-job injuries, which are covered by workers compensation insurance).

Voluntary Short Term Disability Plan Design:

- Replaces up to 66 2/3% of the first \$2,250 of your gross weekly Insured Earnings
- Maximum Weekly Benefit: \$1,500 per week
- Waiting Period For Accident or Sickness: 14 Calendar Days
- Payable up to 24 Weeks (approximately 6 months)
- Definition of Disability - You are considered disabled if you are unable to perform with reasonable continuity the material duties of your own occupation and you suffer a loss of at least 20 percent of your pre-disability earnings when working in your own occupation.

Individuals who have lots of accumulated sick leave don't typically need STD coverage. STD is a good benefit for new employees.

Long Term Disability – The Standard

Long term disability (LTD) policies provide you with income for a long period of time, such as two years. LTD picks up where short-term disability (STD) leaves off. Voluntary Long Term Disability Plan Design:

- Replaces up to 60% of the first \$10,833 of your gross Monthly Insured Earnings
- Maximum Monthly Benefit: \$6,500
- Waiting Period: 180 Days
- Maximum Benefit Period: To Age 65
- Definition of Disability:
 - 24 Month Own Occupation Definition - you are considered disabled, if you are unable to perform with reasonable continuity the material duties of your own occupation and you suffer a loss of at least 20% of your earnings when working in your own occupation.
 - After the Own Occupation period, you are considered disabled if you are unable to perform with reasonable continuity the materials duties of any occupation that you are able to perform, whether due to education, training or experience you can earn at least 60% of your pre-disability earnings within 12 months following your return to work.

Long Term Care – Genworth

Long term care (LTC) is a type of insurance that provides payment assistance for skilled, intermediate, and custodial care in a private home, adult daycare setting, assisted-living facility, or nursing home. Individuals who require long-term care are generally not sick in the traditional sense, but instead, are unable to perform the basic activities of daily living (ADLs) such as dressing, bathing, eating, toileting, continence, transferring (getting in and out of a bed or chair), and walking. Once an individual qualifies for benefits, their benefits will begin after a 90 day elimination period. An elimination period is similar to a deductible. This is the period of time that you pay for care before your benefits begin. The elimination period begins on the first day

an individual receive covered long term care services. If an individual continues to qualify, they will receive benefits for the covered long term care services after 90 calendar days. An individual will only need to satisfy the elimination period once in their lifetime.

Vision – Vision Service Plans (VSP)

Vision insurance is a specialist type of coverage, and is designed to provide for expenses relating to eye care and health. A vision policy will cover office visits and services rendered by eye doctors, both general eye health practitioners and specialist optometrists (up to a certain level based on the plan selected). As with other policies, the insured will pay a monthly premium in addition to a set deductible or excess amount every time a claim for reimbursement of specific eye-related services and costs is made. Whether you wear glasses, contacts or you simply are interested in checkups to ensure the best possible vision and eye health, a vision policy can provide significant value. Policies generally have a reasonable premium amount attached to them, many find that having coverage is more cost-effective than not, as eye health services and glasses/contacts can be expensive.

Copays:

Exam.....\$10.00
Prescription Glasses\$25.00
Contacts No copay applies

Coverage:

Exam covered in full after copay.....*every 12 months*

Prescription Glasses

Lenses covered in full after copay.....*every 12 months*

- *Single vision, lined bifocal, and lined trifocal lenses.*
- *Polycarbonate lenses for dependent children.*
- *Frame-every 12 months for Plan C and every 24 months for Plan B*
- *Frame allowance after copay..... \$170.00 - \$190.00.*
- *Plus, 20% off any out-of-pocket costs.*

~OR~

Contact Lens Care*every 12 months*

WELLNESS

EGL continues its efforts to educate, engage, and empower employees through programs offered through the health insurance administration vendor.

Health Risk Assessment

The online Health Risk Assessment is free to the employee, confidential, and voluntary to Employees, Retirees and COBRA participants enrolled in the health plan. There are no incentives tied to completion of the Health Risk Assessment. This profile is designed to help individuals identify the health areas in which they are doing well and the health areas in which individuals may need to make some lifestyle improvement. Identifying these health areas is important for maintaining and improving an individual’s health.

COMMUNICATIONS

Benefit descriptions for the health, dental, flexible benefits and life insurance are provided to all employees. These are booklets that outline the eligibility and benefits of the States' programs. The booklets are also available electronically on EGI's website at <http://egi.wyo.gov>. The website also contains a voluntary benefits brochure which provides basic outlines of the programs available and website links to the voluntary benefits companies.

EGI currently utilizes our Benefits Press newsletter that carries the bulk of communications to our membership.

AUDITS

The Wyoming Insurance Department conducts a site audit of EGI once every three years. This review includes auditing EGI operations plus audits of EGI claims processing vendors. The applicable statute is [Wyo. Stat. § 9-3-206 \(c\)](#). For the purposes of determining financial condition, ability to fulfill and the manner of fulfillment of its statutory duties, the nature of its operations and compliance with law, the insurance commissioner shall examine the affairs, accounts, records and assets of the Wyoming State Employees' and Officials' Group Insurance Plan, as often as he deems advisable but not less frequently than every three (3) years.

ELIGIBILITY

Employee Eligibility

- A. Employees who are permanent or probationary full-time or permanent or probationary, part-time employees *working at least eighty (80) regular hours per calendar month*.
- B. If an employee is in a contract benefited "At Will Contract Employee" (AWEC) position they received the Employee Only contribution rate regardless of benefits elected.
- C. Temporary (TP01) position received the Employee Only contribution rate regardless of benefits elected.
- D. Employees working intermittent, irregular or less than half time positions *are not eligible*.

If an employee works part of the year as an intermittent employee and part as a full-time or part-time (at least 80 hours per calendar month) employee, then they are eligible for insurance benefits during the full-time or part-time work schedule but *not* during the intermittent work schedule. These employees are treated as new hires and must elect or waive benefits each time their work schedule changes from a non-benefited status to a benefited status.

Board members who are not employees as described above are not eligible for coverage under the State's plan.

Date of Eligibility

Eligible employees become eligible for the insurance benefits on the first day of the month following the date their service begins provided they enroll within 31 days of their eligibility.

Example: A new employee is hired on August 15th and is eligible for the State's Group Insurance Benefits. The employees' Date of Eligibility begins on September 1st.

Example: A new employee is hired on February 1st and is eligible for the State's Group Insurance Benefits. The employees' Date of Eligibility begins on March 1st. If the employee elects benefits on March 31st (the last day of eligibility), the effective date of coverage will be March 1st.

Dependent Eligibility

Dependents *may not* be enrolled in the Group Insurance Plans if the employee *is not* enrolled. Dependents must be a resident of the US or Puerto Rico to be eligible for coverage. The following are considered to be dependents for purposes of coverage under the insurance plans:

- A. The legal spouse as defined by the State of Wyoming.
- B. Dependent children under the age of twenty-six (26). This includes any legal stepchildren, adopted, or any child *the employee is legally responsible to provide for on a permanent basis by virtue of a legal court order*. Copies of such legal documents must be provided at the time application for dependent coverage is made.
- C. Any child who is not self-supporting due to developmental disabilities or physical handicap is eligible. The child *must have been covered under the insurance policy on the day before the date the child would otherwise lose dependent status due to age*. The following procedure must be initiated prior to the dependent's twenty sixth (26) birthday: The employee needs to contact Cigna directly to obtain the necessary paperwork for determination of the disability or handicap.

The following individuals are not eligible for insurance benefits: Dependent parents, Grandchildren (unless permanent guardianship is assigned by court order or the child(ren) is adopted by the State employed Grandparent), Domestic Partners, same sex partners, Girlfriends/Boyfriends, Fiancée/Fiancé.

An employee may be enrolled in the health and dental insurance as an employee OR the dependent of another employee but not as *both* an employee and the dependent of another employee. If two covered entity employed spouses are electing coverage for themselves (excluding split elections), they must elect single coverage in order to be equitable to the covered entities. Should divorced spouses both working for the covered entities have eligible children, only one parent may cover the dependent children under the Group Health Insurance Plan. The Group Plan cannot insure a dependent as the primary insurance under one parent

and the secondary insurance under another parent if both parents are employed by any EGI sponsored employer (State, Colleges, Districts etc.). If both spouses enrolled in the life insurance they may insure each other as dependents but only one spouse may insure the dependent children for life insurance purposes.

Retiree Eligibility

If an employee meets the following qualifications, he/she may continue with the State of Wyoming Group Insurance Plan at retirement **or** termination of active employment:

1) The retiring employee must have had coverage in effect under the entity's plan continuously for at least one year just prior to termination.

2) The retiring employee must have at least 20 years of service with the entity.

AND

3) The retiring employee must be eligible for State of Wyoming Retirement Benefits or TIAA Cref.

OR

1) The terminating employee must be fifty (50) years of age or over

AND

2) The terminating employee must have completed at least 4 years of service for the entity and is eligible for the State of Wyoming Retirement Benefits or TIAA Cref.

AND

3) The terminating employee must have had single and/or dependent coverage in effect continuously for one (1) year just prior to termination.

NOTE: If a covered entity elects to cease participation in the group insurance plan the election shall apply to retired employees of that entity who are receiving coverage under the State plan. Entities must take their retirees with them.

EMPLOYER CONTRIBUTIONS

Active Employees

The participating entities provide an employer contribution towards the health, dental and life insurance programs. No employer contribution is provided for voluntary products. The employer contributions are fixed dollar amounts calculated by EGI based on the level of coverage elected: Employee only, employee + children, employee + spouse, family or split contracts. Eligible entities must make employer contribution available at a minimum of the EGI calculated employer contribution to all eligible employees. Entities may pay a higher contribution than the EGI calculated employer contribution. To protect the plan from adverse selection, participating entities may not provide incentives (financial or otherwise) for employees to decline coverage for the employee or dependents. This includes, but not limited to, incentives that provide compensation like cash or additional retirement contributions in lieu of coverage, incentives that encourage individuals to go without health coverage, to purchase individual coverage or to enroll in a spouse's insurance coverage, incentives that encourage

individuals to seek coverage for themselves or their dependents through the health care exchanges or private market. Currently EGI collects the full single employer contribution for individuals who decline health insurance coverage but enroll in dental or life insurance. The additional premiums received are offset by lowering health insurance rates on an annual basis.

Currently the legislature provides EGI with the authority to increase employer contributions when rate increases occur up to specified annual caps. The formula utilized to create the employer contribution is to add the \$500.00 deductible rate, the preventive dental rate and the highest life insurance rate to create a total. This total is multiplied by 85% to create the State employer contribution level. The current rates and employer contributions are located in the Premium Rates and Calculators section of EGI's website at <http://egi.wyo.gov>.

Each EGI sponsored employer is required to pay the monthly contribution, for each employee who has elected any part of the insurance benefits, to EGI. If the monthly premium for an employee's elected insurance benefits is less than the amount the State contributes, the balance remaining is retained by EGI and used to offset the cost of the self-insured health plan for all enrollees. Plan health insurance rates are reduced to offset this premium income.

Retirees

Retirees in the State plan receive a monthly employer contribution at the rate of eleven dollars and fifty cents (\$11.50) per year of service up to a maximum of thirty (30) years of service for those retirees who are not Medicare eligible, and at the rate of five dollars and seventy-five cents (\$5.75) per year of service up to a maximum of thirty (30) years of service for those retirees who are Medicare eligible. The retiree subsidy for retirees covered by the entity at the time the entity joins the State plan will be based on the years of service for participating entities with the State at the point the entity joins the State program. The retiree subsidy for employees who retire after the entity joins the State plan will be based on the years of service for participating entities with the State at the point the employee retires.

Participating Entities all pay into the health insurance benefits account created by 2008 Wyoming Session Laws, Chapter 48, Section 303 each pay period an amount up to one percent (1.0%), as established by the Department of Administration and Information, of each benefit eligible employee's salary. Participating entities will be required to pay EGI this amount for retirees on the program prior to the eligible entity opting into the State's program. Participating entities were being assess .6% which to date has been sufficient to fund retiree subsidy contributions but this amount is being waived during the 19/20 Biennium and is expected to resume July 2020. Participating entities will be required to provide the State Auditor with a monthly contribution of .6% of eligible employee's payroll which will be used to provide employer contributions for retirees who retire while the entity is a participating entity.

SPLIT PREMIUM

If both husband and wife, *with eligible dependent children*, are employed by an EGI sponsored employer, they are required to enroll in the Split Premium Arrangement if they are electing family coverage. Spouses must choose the same benefits under the Split Premium Arrangement (i.e., same deductible health plan and same dental benefit). The requirement is in place to make employer contributions equitable for the employing covered entities.

Covered entity employed spouses are not eligible for Split Premium if there are no eligible dependent children to be covered. Each spouse will be enrolled with single coverage when there are no longer any eligible dependents to be covered.

If one of the spouses on split coverage terminates employment, then the remaining employed spouse *automatically begins family coverage* effective the first of the month following the other spouse's termination unless EGI is notified that the dependents are to be dropped.

RATES

Factors affecting insurance rates

There are many drivers of rising health care costs that are pointed to increase utilization created by increased consumer demand, new treatments, and more intensive diagnostic testing. As public employers, the State, Cities, Towns, Counties, University and Community Colleges typically have a work force population with a higher average age than the private sector and an older population requires more intensive medical care than a young healthier population. Advances in medicine and medical technology can also increase the cost of medical treatment. Lifestyle-related factors can increase utilization and therefore insurance prices, such as: increases in obesity caused by insufficient exercise and unhealthy diets; excessive alcohol use, and smoking. Other factors impacting insurance prices include adverse selection, higher-priced technologies, and cost-shifting from Medicare, Medicaid, and the uninsured to insurance companies and private payers like the State of Wyoming.

Health and Dental

The State of Wyoming self-funds the medical and dental benefits. Thus the State is the "insurance" company for the health and dental benefits. EGI uses actuarial formulas to estimate the overall risk and projected paid claims for healthcare and dental expenses. Projected fixed administrative costs are combined with projected paid claims to develop the anticipated total cost to administer the programs. The administrative costs are less than four cents out of every dollar leaving ninety six cents to pay for medical claims. No commissions, risk charges or profit margins are included in the rates. Rates are established based on a formula using projected costs and current enrollment levels. Rates provide a routine finance structure (monthly premium) ensuring that money is available to pay for the healthcare and dental benefits specified in the benefit booklets. The bottom line is that utilization and enrollment drive rates. Higher utilization means higher rates and reductions of utilization mean lower rates. All participating entities will have the same rates. The current rates and employer contributions are located in the Premium Rates and Calculators section of EGI's website at <http://egi.wyo.gov>.

Life Insurance

The State's life insurance coverage is fully insured with rates developed by the Life Insurance Company. The current rates are located in the Premium Rates and Calculators section of EGI's website at <http://egi.wyo.gov>.

VOLUNTARY PRODUCTS RATES

Vision Rates

The State's voluntary vision insurance coverage is fully insured with rates developed by the Vision Insurance Company. The current rates are located in the Vision Application located in EGI's website at <http://egi.wyo.gov>.

Long and Short Term Disability (LTD/STD)

The State's voluntary LTD and STD insurance coverage is fully insured. Rates are based upon age and salary levels. Premium calculators are located at the Standard Insurance website located at <http://www.standard.com/mybenefits/wyoming/>.

Long Term Care (LTC)

The State's voluntary LTC insurance coverage is fully insured. Rates are based upon age and benefit levels. Limited underwriting for newly eligible employees actively at work with full underwriting required for employees not actively at work, spouses, and late enrollees. Premium calculators are located at the Genworth Insurance website located at <https://longtermcare.genworth.com/SimpleEngine/login.do>.

ADVISORY PANEL

The Wyoming State Employees' & Officials' Group Plan Advisory Panel is a 10-member group, with 8 members appointed by the Director of A&I proportionally representing specified participating entities, one member from the Governor's office and one member from the Wyoming Insurance Department.

The broad purpose of the Advisory Panel is to provide input into the rates and benefits of the Plan. Advisory Panel members are representatives of the participants of the program. While the Panel does not manage the benefits program, they do act in an advisory capacity as advocates, bringing the concerns and requests regarding benefits to the attention of A&I and Employees' Group Insurance. Advisory Panel members have the opportunity to have input on plan design and administrative options and thus have influence on the administration of the program.

The Panel meets on a quarterly basis. The panel elects a panel chair who runs the meetings. The chairman works with the EGI program manager in the development of the agenda. Advisory Panel meetings are recorded and minutes developed. Minutes from the previous meeting are reviewed with motions made for approval.

Active participation is encouraged to provide opinions and discussion as topics/issues can be challenging, diverse, and controversial with contrasting viewpoints. Honest participation helps EGI:

- to weigh and track membership opinions on issues and priorities;
- as a test “public” for new policy areas, rate, benefit and service changes; plus,
- to develop a depiction of our membership’s opinion over time.

Advisory Panel meetings are open to the public.

PANEL TERM

Advisory Panel members shall serve for a term of three calendar years. The term shall begin at the quarterly meeting following appointment. Each Panel member shall hold office until his/her term expires, death, resignation, or removal. No Advisory Panel member, other than the Governors’ appointee and Wyoming Insurance Department appointee, may serve more than three consecutive years. Any Panel member may resign at any time by giving written notice to the program manager. The resignation takes effect upon receipt of notice or at a later date as specified in the notice. Any Advisory Panel member other than the Governors’ appointee and Wyoming Insurance Department appointee, may be removed at any time with or without cause by 2/3 vote of the Panel or by the Director of A&I. Removal for cause includes, but not limited to, HIPAA violations, financial impropriety, abuse, etc..

EGI STAFF

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Karyn Williams, Human Resource Specialist
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CONTACT INFORMATION

Employees' Group Insurance
2001 Capitol Ave., Room B3
Cheyenne, WY 82002

Phone: 307-777-6835
Wyoming Toll Free Number: 800-891-9241
Fax: 307-777-7685
Website: <http://egi.wyo.gov>

RESOLUTION NO.19-160

A RESOLUTION TO JOIN THE WYOMING STATE
EMPLOYEES' AND OFFICIALS' GROUP INSURANCE.

WHEREAS, the City of Casper no longer desires to remain self-funded for the insurance benefit to employees and retirees; and,

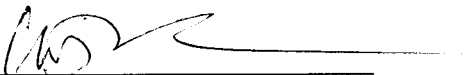
WHEREAS, the City of Casper desires to join the Wyoming State Employees' and Officials' Group Insurance:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

That the City Manager or his designee is hereby authorized to enter into a Memorandum of Understanding with the State of Wyoming for the provision of the Wyoming State Employees' and Officials' Group Insurance plan and to make verified partial payments throughout the term of the Memorandum of Understanding and in accordance with the Wyoming State Employees' and Officials' Group Insurance Opt-In Handbook.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 24, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Manager *LB*
Aaron Kloke, MPO Supervisor *AK*

SUBJECT: Authorize the purchase of two 16 passenger paratransit buses for use in the City's transit system from Creative Bus Sales in an amount of \$149,182 and options to purchase two additional, identical vehicles over the next four years

Meeting Type & Date:
Regular Council Meeting
August 6, 2019

Action type: Resolution

Recommendation: That Council, by resolution, approve the Agreement between the City of Casper and Creative Bus Sales for the purchase of two 16 passenger paratransit buses in an amount of One Hundred Forty-Nine Thousand One Hundred Eighty-Two Dollars (\$149,182) and options to purchase two additional, identical vehicles over the next four years.

Summary: On April 12, 2019 the City's Metropolitan Planning Organization Division publicly advertised a Request for Proposals (RFP) for the purchase of two 16 passenger paratransit buses. The RFP was advertised in the newspaper and was placed on the City website. Responses were due May 17, 2019. Three bids were received by the deadline. Of the three bids received, Creative Bus Sales price was found to be fair and reasonable compared to previous purchases. They were also the lowest responsive and responsible bidder. The buses will serve in the paratransit bus fleet, which provides door-to-door service for seniors and disabled persons. There are currently 13 buses in the paratransit fleet, and this purchase was budgeted to keep the paratransit fleet on track with CATC's replacement schedule.

Financial Considerations: Funding for this project comes from a grant through the Wyoming Department of Transportation and FY20 Casper Area Transportation Coalition (CATC) Light Equipment Fund, which is General Fund monies.

Oversight/Project Responsibility: Aaron Kloke, MPO Supervisor

Attachments: Agreement between City of Casper and Creative Bus Sales
Resolution

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Creative Bus Sales, 11601 Cyrus Way #101, Mukilteo, Washington 98275, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to procure two 16 passenger demand response buses and options to purchase two additional, identical buses over the course of four years, for use in the area's public transit system and,

WHEREAS, Creative Bus Sales is able and willing to provide those services specified as Project FTA 19-01, "2019 Transit Bus Acquisition."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for Project FTA 19-01, hereinafter referred to as the "Work."

ARTICLE 2. MANAGER.

The project has been initiated by the City of Casper's Metropolitan Planning Organization (MPO), who is hereinafter referred to as the "Manager" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to City in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be completed and delivered 150 calendar days after the award of contract by City Council.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Twenty-Five Dollars (**\$25.00**) for each day that expires after the time specified in Paragraph 3.1. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages. The sum total of liquidated damages shall be subtracted from the total price of the proposal.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Forty-Nine Thousand One hundred Eighty-Two Dollars (\$149,182) subject to additions and deductions by Change Order approved by the Owner.

ARTICLE 5. PAYMENT PROCEDURES.

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute W.S. 16-6-602.

ARTICLE 6. WITHHELD FUNDS.

Payment will be made in one lump sum with no funds withheld, except in cases in which liquidated damages have been assessed.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.4 Contractor has given Manager written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Manager is acceptable to Contractor.

ARTICLE 8. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 9. AGREEMENT DOCUMENTS.

The Agreement Documents which comprise the entire agreement between Owner and Contractor are incorporated by reference into this Agreement, made a part hereof, and consist of the following:

- 9.1 This Agreement (Pages 1-23, inclusive).
- 9.2 Exhibit "A" – Bid Form
- 9.3 Addenda (if any)
- 9.4 Certificate of Insurance
- 9.5 Part II: Technical Specifications for Project # FTA 19-01 from the Bid Packet (2019 Transit Bus Acquisition), pages 15-35.
- 9.6 Notice of Award
- 9.7 Documentation submitted by Contractor prior to Notice of Award.
 - A. Bid Packet: 2019 Transit Bus Acquisition, Procurement ID# FTA 19-01, pages 1-82
- 9.8 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.9 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.10 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- 10.2 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Agreement.

10.3 All warranty related work, following Owner's acceptance of the subject buses, shall be performed locally within 15 miles of the City of Casper Garage located at 1800 East K Street, Casper, Wyoming 82601.

ARTICLE 11. FEDERAL CLAUSES.

Contractor shall comply with all of the following federal requirements.

11.1 Fly America Requirements

Applicability- all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

11.2 Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000). Contractor shall comply with 49 USC 53230) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 53230)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

11.3 Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and

tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

11.4 Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

11.5 Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

11.6 Bus Testing

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the

change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11.7 Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements -Applicability- Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(1) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self--certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

11.8 Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with nonfederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

11.9 Access to Records and Reports

Applicability- As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract,

except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

11.10 Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract Contractor's failure to comply shall constitute a material breach of the contract.

11.11 Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

11.12 Contract Work Hours & Safety Standards Act

Applicability- Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

11.13 No Government Obligation to Third Parties

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

11.14 Program Fraud and False or Fraudulent Statements or Related Acts

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11.15 Termination

Applicability- All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision). If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision). The recipient in its sole discretion may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt *by* contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the

recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach. In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver *by* the recipient shall not limit its remedies for *any* succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts). The recipient, by written notice, *may* terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service). If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services). If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction). If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient

resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall Contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering). The recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts). The recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination.

Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

11.16 Government Wide Debarment and Suspension (Non Procurement)

Applicability- Contracts over \$25,000

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11.17 Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act

requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

11.18 Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination- Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as slated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and

guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may

impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§621 -634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, Telecommunications Relay

Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and U) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse- Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd- 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No.12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. §4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

I. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

11.19 Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11.20 Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The Contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

11.21 Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

ARTICLE 12. OTHER FEDERAL REQUIREMENTS.

The following requirements are not federal clauses.

12.1 Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

12.2 Prohibition against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

12.3 Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture, as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. §517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

12.4 Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

12.5 Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

12.6 Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

12.7 Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

12.8 Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

12.9 Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12.10 Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12.11 Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

12.12 Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

12.13 Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

12.14 Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

12.15 Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by 'appropriate officials of the Federal and State agencies.

12.16 Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

12.17 CFDA number for the Federal Transportation Administration


A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in line 9d of Part III on the SF-SAC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2019.

APPROVED AS TO FORM:

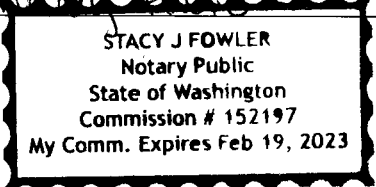
(Project FTA 19-01)



ATTEST:

By: Stacy J. Fowler

Title: Notary Public



ATTEST:

Fleur D. Tremel
City Clerk

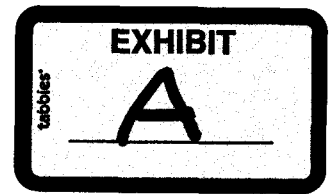
CONTRACTOR:

By: [Signature]

Title: Transit Sales

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor



Bid of:

Company Name	Creative Bus Sales, Inc.
Address	11601 Cyrus Way #101, Mukilteo, WA 98275
Phone Number	800-326-2877

To furnish vehicle, as specified, to the City of Casper, Wyoming, in accordance with attached specifications.

BID ITEMS: 16 passenger Total:	Two (2) with the option for two (2) more over four (4) years
Description:	16 Total Passenger 10 Seated w/3 ADA Locations
Make(s) and Model(s):	Startrans Senator II
Federal Certified GVW:	14,500

- I. Net Cost to City: \$ 74,591.00 ea, (\$298,364.00 for 4 buses)
- II. Delivery: F.O.B. City of Casper's within 150 calendar days after award of contract by City Council.

Submitted By: Marcus Hoffman Title: Bid Manager Date: 5/16/2019

Signature:  Phone: 800-326-2877

NOTE: This form may be duplicated.

RESOLUTION NO. 19-161

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO PARATRANSIT BUSES FOR USE IN THE CITY'S TRANSIT SYSTEM FROM CREATIVE BUS SALES IN AN AMOUNT OF ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$149,182) AND OPTIONS TO PURCHASE TWO ADDITIONAL, IDENTICAL VEHICLES OVER THE NEXT FOUR YEARS.

WHEREAS, the City receives federal award dollars for the purchase and operation of transit buses which benefit riders of the door-to-door paratransit service, including seniors and disabled persons in Casper; and,

WHEREAS, the City released an invitation for bid for transit buses in April 2019, and Creative Bus Sales was the lowest bidder of this procurement; and,

WHEREAS, Creative Bus Sales has been found to be responsible and responsive to the bid schedules;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement between the City of Casper and Creative Bus Sales in the amount of One Hundred Forty-Nine Thousand One Hundred Eighty-Two Dollars (\$149,182) for the purchase of two paratransit buses and options to purchase two additional, identical vehicles over the next four years.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 26, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Director *LB*
Craig Collins, AICP, City Planner

SUBJECT: Resolution Initiating the Annexation of Multiple Unincorporated Properties Located Generally West of South Poplar Street, and South of SW Wyoming Boulevard, in the South Garden Creek Acres Addition and South Garden Creek Acres No. 2 Addition

Meeting Type & Date:

August 6, 2019 Regular Council Meeting

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize staff to initiate the annexation of all presently unincorporated properties in South Garden Creek Acres Addition and South Garden Creek Acres No. 2 Addition, which are contiguous with the City limits and eligible for annexation.

Summary:

On July 9, 2019 Council held a work session to discuss the potential annexation of multiple properties generally west of South Poplar Street and South of SW Wyoming Boulevard. Council directed staff to move forward on the annexation of this area at that meeting. The next steps, following the approval of this resolution, will be to notify the property owner(s) of the City's intent to annex the property, complete the required annexation study, and then schedule review/approval of the annexation, by ordinance. A minimum of two (2) public hearings will be conducted during the review of the annexation.

Financial Considerations:

Not Applicable

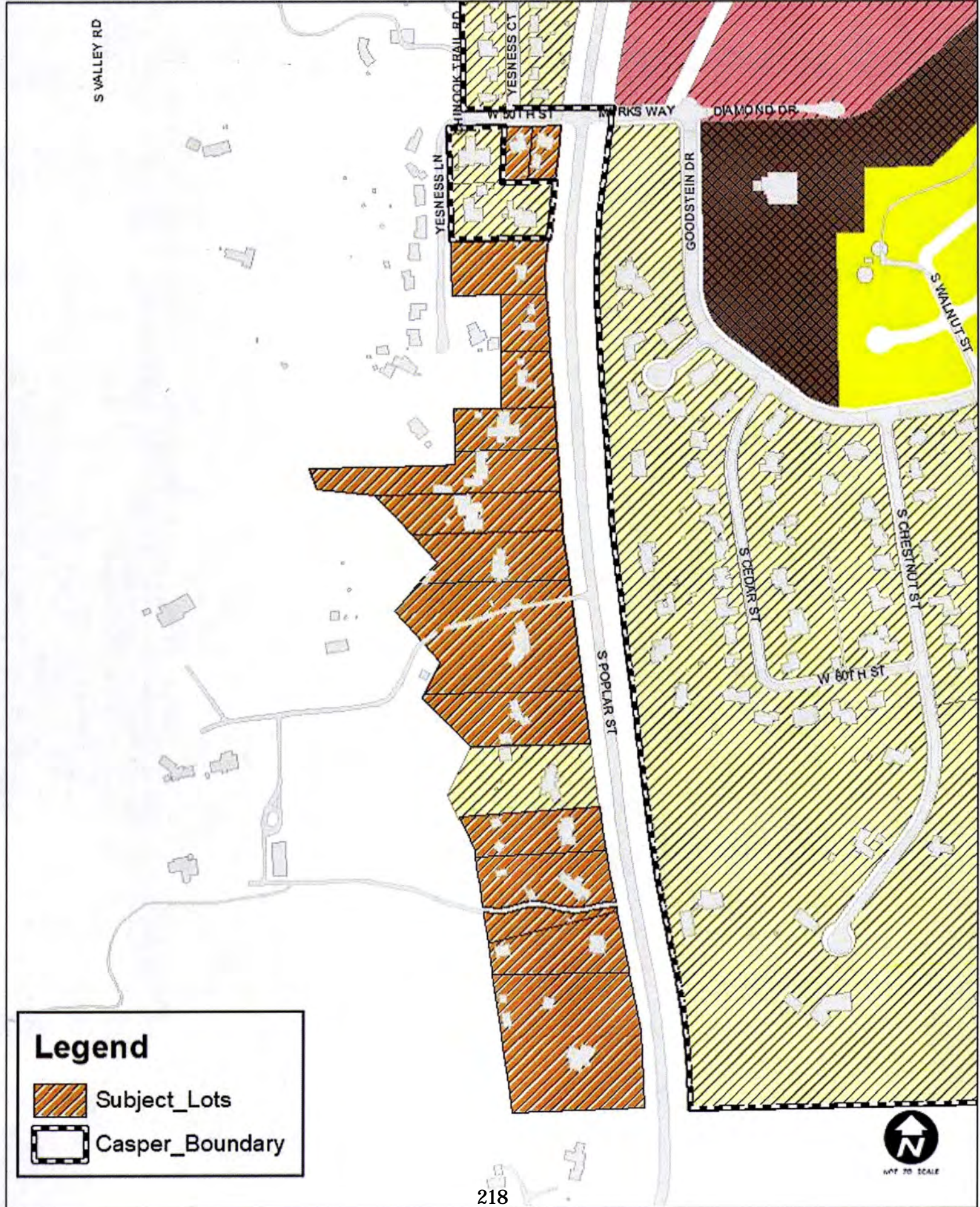
Oversight/Project Responsibility:

Craig Collins, AICP, - City Planner



Attachments:

Resolution
Vicinity Map

Poplar Street Annexation



Legend

-  Subject_Lots
-  Casper_Boundary



RESOLUTION NO.19-162

A RESOLUTION INITIATING THE ANNEXATION OF MULTIPLE UNINCORPORATED PROPERTIES LOCATED GENERALLY WEST OF SOUTH POPLAR STREET, AND SOUTH OF SW WYOMING BOULEVARD, IN THE SOUTH GARDEN CREEK ACRES ADDITION AND SOUTH GARDEN CREEK ACRES NO. 2 ADDITION

WHEREAS, the City of Casper ("City") has identified multiple properties ("Outside Properties") in the South Garden Creek Acres Addition and the South Garden Creek Acres No. 2 Addition, which are not currently included within the Casper corporate limits; and,

WHEREAS, the Outside Properties are all contiguous with properties currently located within the corporate limits of the City; and,

WHEREAS, it is a substantial benefit to outside property owners and their successors in interest ("Outside Property Owners") to utilize City-maintained roads for access to their properties, and to enjoy access to City-funded services; and,

WHEREAS, the annexation of the Outside Properties will ensure that those who are benefitting from City services are contributing financially to the cost of providing those services; and,

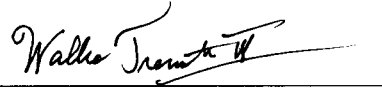
WHEREAS, City Council desires to initiate the annexation of the unincorporated area, as described below, pursuant to Section 16.36.010 of the Casper Municipal Code, and in accordance with Wyoming State Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That City staff shall initiate the annexation of the eligible unincorporated properties located generally west of South Poplar Street, and South of SW Wyoming Boulevard, and described more particularly as follows:

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 26, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Director *LB*
Craig Collins, AICP, City Planner

SUBJECT: Resolution Initiating the Annexation of Multiple Unincorporated Properties Located Generally East of Robertson Road, North of the Robertson Road Bridge, and South of the Green Valley Mobile Home Park at 2760 South Robertson Road

Meeting Type & Date:

August 6, 2019 Regular Council Meeting

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize staff to complete a survey to obtain a legal description of the area generally east of Robertson Road, North of the Robertson Road Bridge, and South of the Green Valley Mobile Home Park; and to initiate the annexation of all presently unincorporated properties in said area.

Summary:

On July 9, 2019 Council held a work session to discuss the potential annexation of multiple properties along the east side of Robertson Road, north of the Robertson Road bridge, and south of the Green Valley Mobile Home Park. Council directed staff to move forward on the annexation of this area at that meeting. In that the area is currently unplatted, staff will need to obtain a legal description of the area through a formal survey. Once the survey has been completed, the annexation of the area can begin upon the Council's formal direction, via resolution, to initiate the process. The next steps, following the approval of this resolution, will be to obtain the services of a local surveyor, notify the property owner(s) of the City's intent to annex the property, complete the required annexation study, and then schedule review/approval of the annexation, by ordinance. A minimum of two (2) public hearings will be conducted during the review of the annexation.

Financial Considerations:

Not Applicable

Oversight/Project Responsibility:

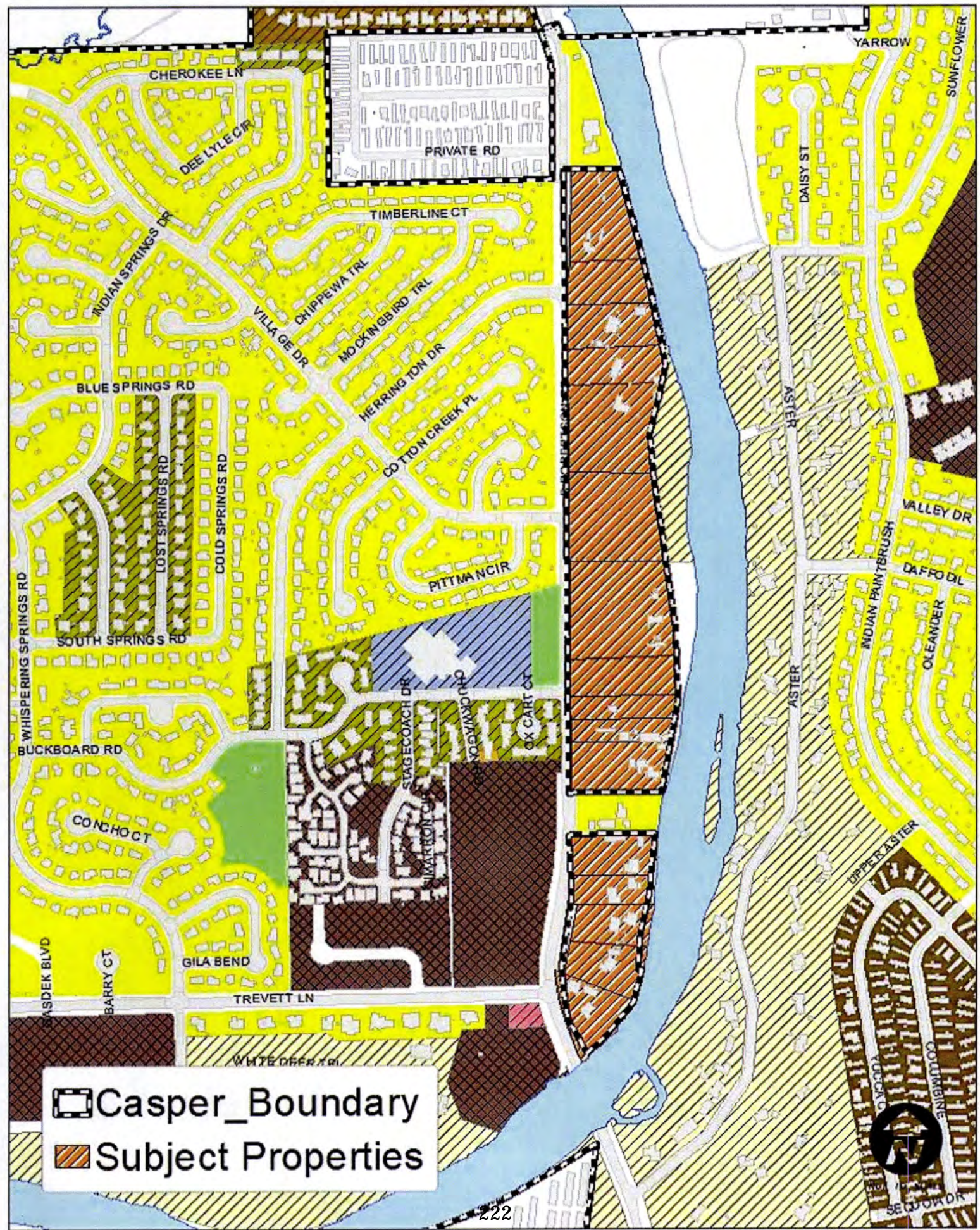
Craig Collins, AICP, - City Planner



Attachments:

Resolution

Vicinity Map

Robertson Road Annexation



 Casper_Boundary
 Subject Properties

RESOLUTION NO.19-163

A RESOLUTION INITIATING THE ANNEXATION OF MULTIPLE UNINCORPORATED PROPERTIES LOCATED GENERALLY EAST OF ROBERTSON ROAD, NORTH OF THE ROBERTSON ROAD BRIDGE, AND SOUTH OF THE GREEN VALLEY MOBILE HOME PARK AT 2760 SOUTH ROBERTSON ROAD

WHEREAS, the City of Casper ("City") has identified multiple properties ("Outside Properties") along the east side of Robertson Road, north of the Robertson Road bridge, and south of the Green Valley Mobile Home Park, which are not currently included within the Casper corporate limits; and,

WHEREAS, the Outside Properties are surrounded on all sides by properties currently located within the corporate limits of the City; and,

WHEREAS, it is a substantial benefit to outside property owners and their successors in interest ("Outside Property Owners") to utilize City-maintained roads for access to their properties, and to enjoy access to City-funded services; and,

WHEREAS, the annexation of the Outside Properties will ensure that those who are benefitting from City Services are contributing financially to the cost of providing those services; and,

WHEREAS, City Council desires to initiate the annexation of the unincorporated area described in general terms herein, pursuant to Section 16.36.010 of the Casper Municipal Code, and in accordance with Wyoming State Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That City staff shall complete a survey to obtain a legal description of the unincorporated properties, and once complete, shall initiate the annexation of all presently unincorporated properties located east of Robertson Road, north of the Robertson Road Bridge, and south of the Green Valley Mobile Home Park at 2760 South Robertson Road, pursuant to State and local law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

July 9, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP 307*
SUBJECT: Authorizing a Contract with Venture Technologies to Upgrade the Existing 911 Phone System and Provide Five Year Maintenance Coverage on Software and Hardware.

Meeting Type & Date
Regular Council Meeting
August 6, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize a contract with Venture Technologies, to upgrade the existing 911 phone system and provide five-year maintenance coverage on the software and hardware.

Summary

The current 911 phone system, that was purchased and installed in 2013, has reached End of Life and can no longer receive updates from the vendor. A new proposal with an upgraded 911 system has been obtained to replace the current system. The new 911 system maintains many of the features and capabilities of the current system. The proposed 911 system does come with full compatibility for NG911, which will allow for future advancement of sending pictures and video through the 911 System. The NG911 network requires Century Link and other cellular vendors to also have this capability which are currently unavailable in our area. Build out of this feature will require extensive planning before implementation. The feature that will be available at the time of implementation, will be Text2911. This will allow citizens the capability to send a text message to 911 when cellular coverage is minimal. This feature will also enhance our capability to assist those with disabilities and those in a situation when talking needs to be limited.

Financial Considerations

Funding source for this project will come from the PSCC Depreciation Expense line item in the amount of \$398,956.17.

Oversight/Project Responsibility

Scott Hoffman, Police Technologies Manager
Lori Jackson, PSCC Manager
Michael Szewczyk, IT Manager

Attachments

Contract for Professional Services
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 6th day of August, 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Venture Technologies, ("Contractor") 401 East E Street, Casper, Wyoming, 82601

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

- A. The City is undertaking a project to upgrade the existing 911 phone system.
- B. The project requires professional services for the VIPER upgrade and five year maintenance coverage to the existing 911 phone system.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

- A. Provide all the equipment listed in the Attachment A and assign a person to work directly with the City as the main point of contact.
- B. VIPER Upgrade and 5 year warranty coverage on software and hardware, all in accordance with Attachments B, C, and D.
- C. Planning Stage:
 1. Assign a project manager to work directly with City's project manager
 2. Discuss equipment arrival and installation plans with City of Casper
 3. Verify all equipment is accounted for and not visibly damaged
 4. Schedule the installation and implementation
 5. Analyze existing Viper 911 systems to identify correct configuration parameters for new system including, but not limited to:

- a. Current 911 Trunk Answer/Transfer Capabilities
 - b. TDD/TTY
 - c. Call Detail Printing
 - d. CAD Interface
 - e. Redundant ALI links
 - f. Trunk and station logging recording
 - g. Call check recording
 - h. SIP client
 - i. Call Answer, Hold, Release
 - j. Call Transfer (Supervised and Blind)
 - k. Conferencing
 - l. DRMF/Hook flash support for same line transfer (Tandem transfer)
 - m. Barge-in
 - n. Line Pooling
 - o. Caller ID Display
 - p. Private Call Park
 - q. Station to station calls (between SIP-compliant positions and IP Phones)
- 6. Establish design parameters for MIS system including, but not limited to:
 - a. Generate comprehensive reports
 - b. Perform detailed queries on call, incidents and dispatch handling activities of one or more emergency response centers
 - c. Print call, incident, and dispatch reports
 - 7. Create detailed migration plan from current to new system
 - 8. Establish testing procedures

D. Configuration and Implementation Stage:

- 1. Unpack, assemble, mount, cable, and power all equipment outlined in Attachment A
- 2. Verify equipment in Attachment A is functioning and properly installed

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 25th day of October, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Three Hundred Ninety Eight Thousand Nine Hundred Fifty Six Dollars and Seventeen Cents (\$398,956.17).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charlie Powell
Mayor

WITNESS

CONTRACTOR
Venture Technologies

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

Template 3/7/18

Contractor's Name: Venture Technologies

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In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars

(\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this

Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



Wyoming
401 E 'E' St
Casper, WY 82601

Colorado
8680 Concord Center Dr
Englewood, CO 80112

Bill To:
City of Casper Police Dept 201 N David St Casper WY, 82601-1865 US
Ship To:
City of Casper Police Dept 201 N David St Casper, WY 82601-1865

Quote #	Q-00038201		
Date:	01/07/2019	Expires:	03/31/2019
Sales Rep:	Steven Raval steve.raval@ventech.com		
Customer Contact:	Lori Jackson ljackson@cityofcasperwy.com (307) 235-8255		
Description:	WY - Casper - VIPER Upgrade VIPER Upgrade and 5 Year Coverage on SW and HW		

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - VIPER				
1	912817/BB	7 Foot Cabinet Prebuilt Building Block	\$22,840.91	\$22,840.91
1	912890/BB	Media Kit Prebuilt Building Block	\$0.00	\$0.00
3	912800	VIPER Gateway Shelf	\$697.50	\$2,092.50
2	912801	CAMA Interface Module (CIM)	\$1,895.23	\$3,790.45
4	912811/U	Application Server Position Access License Upgrade	\$0.00	\$0.00
3	912812/U	PBX Access License Upgrade	\$0.00	\$0.00
2	912814	Admin Interface Module (AIM)	\$986.36	\$1,972.73
1	P10008	License to Connect Non-Intrado Recording Device	\$1,405.57	\$1,405.57
3	C10036	Power Cord Cable with A/C twist lock connector	\$170.45	\$511.36
2	912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	\$2,500.00	\$5,000.00
2	912716/S	Cisco Stacking module for C2960-X	\$1,079.55	\$2,159.09

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - Power Stations				
3	914121/1	IWS Workstation - Software and Configuration	\$310.23	\$930.68
3	P10097	23" LED Backlit Monitor	\$477.27	\$1,431.82
3	914600/3	IWS External Programmable Keypad - 24 Buttons	\$153.41	\$460.23
3	911801	A9C G3, Desk Mounting Kit	\$137.39	\$412.16
3	911809	A9C G3, Call Handling Accessories	\$373.41	\$1,120.23
3	911810-1	A9C G3 : Bundle	\$4,001.82	\$12,005.45
1	911785	Position Image - Power Station Gen3	\$70.45	\$70.45

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - Power 911				
3	913100/BAK/U	Power 911 Backup License Upgrade	\$0.00	\$0.00

3	913152/U	Power 911 Add-On Recorder for Radio Upgrade	\$0.00	\$0.00
3	913202/U	Power 911 Server Access License Upgrade	\$0.00	\$0.00
1	913152/CD	ITRR Media Kit	\$0.00	\$0.00

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - Power Metrics Setup Fees				
1	P10195	Power Metrics Advanced - Service set-up: single RDDM-Server Class	\$7,954.55	\$7,954.55

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - ePrinter				
1	917310	ePrinter Software	\$1,127.27	\$1,127.27

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - Power 911 Hardware				
1	914961	IWS Server RACK Bundle - Type B	\$9,767.05	\$9,767.05

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - ePrinter Hardware				
1	914102/EP	E-Printer Desktop	\$1,948.86	\$1,948.86
1	P10097	23" LED Backlit Monitor	\$477.27	\$477.27

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - Common Hardware				
1	914956	1U Keyboard/LCD/Trackball/8-Port KVM	\$2,045.45	\$2,045.45
1	P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	\$3,863.64	\$3,863.64

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - West Staging				
3	950852	Front Room Equipment Staging - Per Position	\$284.09	\$852.27
1	950853	Back Room Equipment Staging - Per Cabinet	\$1,988.64	\$1,988.64

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - Call Taker and Admin Training				
1	960780	Power 911 Administrator Training	\$1,704.55	\$1,704.55
1	960801	Power 911 User Training	\$1,704.55	\$1,704.55
4	960575	Living Expense per Day per Person	\$227.27	\$909.09
1	960580	Travel Fee per Person	\$1,420.45	\$1,420.45

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - CCS Training				
1	P10087	CCS Training	\$1,704.55	\$1,704.55
3	960575	Living Expense per Day per Person	\$227.27	\$681.82
1	960580	Travel Fee per Person	\$1,420.45	\$1,420.45

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - West Project Management				
1	950510	Project Management Services	\$1,915.48	\$1,915.48
Fire Station Host - Power Metrics Recurring Service				
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	\$1,090.91	\$1,090.91
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	\$1,090.91	\$1,090.91
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	\$1,090.91	\$1,090.91
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	\$1,090.91	\$1,090.91
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	\$1,090.91	\$1,090.91
Fire Station Host - West One Time Discount				
1	DISCOUNT MNTC	Maintenance Discount	(\$0.01)	(\$0.01)
1	DISCOUNT SVC	Service Discount	(\$1,414.31)	(\$1,414.31)
1	DISCOUNT SYST	System Discount	(\$5,701.83)	(\$5,701.83)
1	DISCOUNT REC SVC	Recurring Services Discount	(\$397.33)	(\$397.33)
Fire Station Host - SW Subscription Years 1-5 (Billed Annually)				
3	950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position	\$170.45	\$511.36
3	950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position	\$170.45	\$511.36
3	950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position	\$170.45	\$511.36
3	950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position	\$170.45	\$511.36
3	950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position	\$170.45	\$511.36
Fire Station Host - SW Protection Years 2-5 (Billed Annually starting Year 2)				
3	950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos	\$68.18	\$204.55
3	950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos	\$68.18	\$204.55
3	950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos	\$68.18	\$204.55
3	950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos	\$68.18	\$204.55
Fire Station Host - Optional Hardware Protection Years 2-5 (Billed Annually)				
3	950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos – Back Up Position	\$45.45	\$136.36
3	950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos – Back Up Position	\$45.45	\$136.36
3	950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos – Back Up Position	\$45.45	\$136.36
3	950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos – Back Up Position	\$45.45	\$136.36
Fire Station Host - Antivirus Recurring Fees Years 1-5 (Billed Annually)				
9	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$644.32

9	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$644.32
9	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$644.32
9	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$644.32
9	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$644.32

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - Year 1 (One) TXT29-1-1				
1	ITXTOTF2	TXT29-1-1 P911 Integrated One-time-fee per PSAP (1-4 seats)	\$1,420.45	\$1,420.45
1	P10063	ITS Equipment	\$2,130.68	\$2,130.68
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45

Quantity	Item #	Description	Unit Price	Line Total
Fire Station Host - TXT29-1-1 Years 2 - 5 (Billed Annually)				
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45

Quantity	Item #	Description	Unit Price	Line Total
Recommended Critical Spares				
1	912802/2	VIPER Primary Application Server	\$4,147.73	\$4,147.73
1	912800	VIPER Gateway Shelf	\$697.50	\$697.50
1	912801	CAMA Interface Module (CIM)	\$1,895.23	\$1,895.23
1	912813	48V Power Supply and Shelf - VIPER System	\$1,130.68	\$1,130.68
1	912814	Admin Interface Module (AIM)	\$986.36	\$986.36
1	914121/1	IWS Workstation - Software and Configuration	\$310.23	\$310.23
1	912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	\$2,500.00	\$2,500.00
1	912716/S	Cisco Stacking module for C2960-X	\$1,079.55	\$1,079.55
1	911809	A9C G3, Call Handling Accessories	\$373.41	\$373.41
1	911810-1	A9C G3 : Bundle	\$4,001.82	\$4,001.82

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - VIPER				
1	912803/2	VIPER Primary VoIP Soft Switch	\$3,011.36	\$3,011.36
1	912890/BB	Media Kit Prebuilt Building Block	\$0.00	\$0.00
7	912920/U	ECCP Workstation License Upgrade	\$0.00	\$0.00
3	912800	VIPER Gateway Shelf	\$697.50	\$2,092.50
2	912801	CAMA Interface Module (CIM)	\$1,895.23	\$3,790.45
8	912811/U	Application Server Position Access License Upgrade	\$0.00	\$0.00
14	912812/U	PBX Access License Upgrade	\$0.00	\$0.00
2	912813	48V Power Supply and Shelf - VIPER System	\$1,130.68	\$2,261.36
2	912814	Admin Interface Module (AIM)	\$986.36	\$1,972.73
1	912817	7 Foot IT Cabinet	\$6,715.91	\$6,715.91
1	P10008	License to Connect Non-Intrado Recording Device	\$1,405.57	\$1,405.57
3	C10036	Power Cord Cable with A/C twist lock connector	\$170.45	\$511.36

2	912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	\$2,500.00	\$5,000.00
2	912716/S	Cisco Stacking module for C2960-X	\$1,079.55	\$2,159.09

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Power Stations				
7	914121/1	IWS Workstation - Software and Configuration	\$310.23	\$2,171.59
7	P10097	23" LED Backlit Monitor	\$477.27	\$3,340.91
7	914600/3	IWS External Programmable Keypad - 24 Buttons	\$153.41	\$1,073.86
7	911801	A9C G3, Desk Mounting Kit	\$137.39	\$961.70
7	911809	A9C G3, Call Handling Accessories	\$373.41	\$2,613.86
7	911810-1	A9C G3 : Bundle	\$4,001.82	\$28,012.73
1	911785	Position Image - Power Station Gen3	\$70.45	\$70.45

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Power 911				
7	913100/U	Power 911 Client Access License Upgrade	\$0.00	\$0.00
7	913152/U	Power 911 Add-On Recorder for Radio Upgrade	\$0.00	\$0.00
7	913202/U	Power 911 Server Access License Upgrade	\$0.00	\$0.00
1	913152/CD	ITRR Media Kit	\$0.00	\$0.00

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Power Metrics Setup Fees				
1	P10193	Power Metrics Advanced - Service set-up: single RDDM	\$4,545.45	\$4,545.45

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - ePrinter				
1	917310/U	ePrinter Software Upgrade	\$0.00	\$0.00

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - ePrinter Hardware				
1	914102/EP	E-Printer Desktop	\$1,948.86	\$1,948.86
1	P10097	23" LED Backlit Monitor	\$477.27	\$477.27

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Object Server				
1	914962	IWS Server RACK - Type A	\$3,037.50	\$3,037.50
1	914121/3	IWS Object Server - Underlying Software	\$1,588.64	\$1,588.64

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Common Hardware				
1	914956	1U Keyboard/LCD/Trackball/8-Port KVM	\$2,045.45	\$2,045.45

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Staging				

7	950852	Front Room Equipment Staging - Per Position	\$284.09	\$1,988.64
1	950853	Back Room Equipment Staging - Per Cabinet	\$1,988.64	\$1,988.64

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Call Taker and Admin Training				
2	960801	Power 911 User Training	\$1,704.55	\$3,409.09
4	960575	Living Expense per Day per Person	\$227.27	\$909.09
1	960580	Travel Fee per Person	\$1,420.45	\$1,420.45

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - CCS Training				
1	P10087	CCS Training	\$1,704.55	\$1,704.55
3	960575	Living Expense per Day per Person	\$227.27	\$681.82
1	960580	Travel Fee per Person	\$1,420.45	\$1,420.45

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - West Project Management				
1	950510	Project Management Services	\$1,886.63	\$1,886.63

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Power Metrics Recurring Services Years 1-5 (Billed Annually)				
1	P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 1	\$2,965.91	\$2,965.91
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	\$1,090.91	\$1,090.91
1	P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 2	\$2,965.91	\$2,965.91
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	\$1,090.91	\$1,090.91
1	P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 3	\$2,965.91	\$2,965.91
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	\$1,090.91	\$1,090.91
1	P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 4	\$2,965.91	\$2,965.91
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	\$1,090.91	\$1,090.91
1	P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 5	\$2,965.91	\$2,965.91
1	P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	\$1,090.91	\$1,090.91

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote System Discount				
1	DISCOUNT SVC	Service Discount	(\$1,163.87)	(\$1,163.87)
1	DISCOUNT SYST	System Discount	(\$5,845.07)	(\$5,845.07)
1	DISCOUNT REC SVC	Recurring Services Discount	(\$1,477.58)	(\$1,477.58)

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - SW Subscription Years 1-5 (Billed Annually)				
7	950999/SUB1	Software Subscription Service - 1 Year/Position	\$1,704.55	\$11,931.82
7	950999/SUB1	Software Subscription Service - 1 Year/Position	\$1,704.55	\$11,931.82
7	950999/SUB1	Software Subscription Service - 1 Year/Position	\$1,704.55	\$11,931.82
7	950999/SUB1	Software Subscription Service - 1 Year/Position	\$1,704.55	\$11,931.82
7	950999/SUB1	Software Subscription Service - 1 Year/Position	\$1,704.55	\$11,931.82

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - SW Protection and Remote Support Years 2-4 (Billed Annually)				
7	950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position	\$681.82	\$4,772.73
7	950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position	\$681.82	\$4,772.73
7	950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position	\$681.82	\$4,772.73
7	950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position	\$681.82	\$4,772.73

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Hardware Protection Years 2-5 (Billed Annually)				
7	950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position	\$454.55	\$3,181.82
7	950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position	\$454.55	\$3,181.82
7	950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position	\$454.55	\$3,181.82
7	950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position	\$454.55	\$3,181.82

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - Antivirus Years 1-5 (Billed Annually)				
10	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$715.91
10	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$715.91
10	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$715.91
10	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$715.91
10	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	\$71.59	\$715.91

Quantity	Item #	Description	Unit Price	Line Total
SVN Remote - TXT29-1-1 Years 1-5 (Billed Annually)				
1	ITXTOTF4	TXT29-1-1 P911 Integrated One-time-fee per PSAP (5-10 seats)	\$3,693.18	\$3,693.18
1	P10063	ITS Equipment	\$2,130.68	\$2,130.68
1	ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats)	\$4,431.82	\$4,431.82
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45
1	ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats)	\$4,431.82	\$4,431.82
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45
1	ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats)	\$4,431.82	\$4,431.82
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45
1	ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats)	\$4,431.82	\$4,431.82
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45
1	ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats)	\$4,431.82	\$4,431.82
1	P10062	ITS Service (Annual)	\$2,045.45	\$2,045.45

Quantity	Item #	Description	Unit Price	Line Total
VT Safety First Professional Services				

1	ISC-E-911-PROJECT	VT Safety First Installation and Configuration	\$20,000.00	\$20,000.00
1	ISC-E-911-PROJECT	VT Safety First Project Management	\$2,000.00	\$2,000.00

Quantity	Item #	Description	Unit Price	Line Total
Estimated Shipping and Handling				
1	SHIPPING	Estimated Shipping and Handling	\$2,000.00	\$2,000.00

SubTotal	\$398,956.17
Discount	\$0.00
Estimated Tax	\$0.00
Total	\$398,956.17

NPA-Service -2014- Hardware Protection

September 3, 2014

Introduction

Intrado is pleased to announce the availability of a Hardware Protection Service effective immediately.

This service provides the customer with an extension of their in-warranty hardware support.

Availability

This service is not included in the standard warranty. It is available for separate purchase.

Service Description

The Hardware Protection Service provides for the replacement of any non-operating Intrado provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the Intrado Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the non-working item from the customer.

Intrado Responsibilities

- Once a hardware item has been determined to be non-operational, initiate the replacement of the item.
- Providing a pre-printed return label to the customer for use in their return of the original non-functioning unit back to Intrado.

Customer Responsibilities

- If a replacement unit has been provided by Intrado, the customer will return the non-functioning unit within 30 days of new item receipt.

Conditions not covered under this Service offering

- Replacement of non-operation hardware not provided by Intrado.
- Replacement of non-operational workstation monitors.
- Hardware items deemed to be non-functional as a result of abuse, Force Majeure or other actions.
- Installation of the replacement hardware.

Suspension of Intrado Hardware Protection Coverage

If the original non-functioning hardware is not returned within 30 days after receipt of a replacement item, the customer's ability to use Service will be suspended. The Service will be reinstated upon receipt of the non-functioning hardware.

Suspension of the Service can also occur as a result of non-payment for the Hardware Protection maintenance contract.

Ordering Information

Hardware Protection is available to customers purchasing new systems, or extending hardware protection contracts already in place.

- For systems utilizing A9Cs as the primary position equipment, the service is available for years 2 – 7 of a deployment (year 1 is under the standard warranty)
- For systems utilizing IWS or IP Phones w/ALI as the primary position equipment, the service is available for years 2-5 of a deployment. Coverage can be extended to years 6 and 7 after a hardware refresh of the IWS or IP Phone w/ALI equipment.
- Coverage is not available for systems older than 7 years.

Pricing for Stand-Alone Systems:

Part Number	Description	List Price
950999/HPSA1	Hardware Protect: Stand Alone System – Primary Position (IWS, A9C, Laptop or IP Phone w / ALI Equipment)	\$400 per pos. / per yr.
950999/HPSA1-S	Hardware Protect: Stand Alone System – Supplemental Position (Emergency Over-flow, monitoring or supervisor usage)	\$200 per pos. / per yr.
950999/HPSA1-BU	Hardware Protect: Stand Alone System – Back-Up Position (At a 'dark' back-up center; used when primary positions are unavailable)	\$40 per pos. / per yr.

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Pricing for Multi-Node Systems:

Part Number	Description	List Price
950999/HPMN1	Hardware Protect on a Multi Node System – Primary Position (IWS, A9C, Laptop or IP Phone w / ALI Equipment)	\$350 per pos. / per yr.
950999/HPMN1-S	Hardware Protect: Multi Node System – Supplemental Position (Emergency Over-flow, monitoring or supervisor usage)	\$175 per pos. / per yr.
950999/HPMN1-BU	Hardware Protect: Multi Node System – Back-Up Position (At a 'dark' back-up center; used when primary positions are unavailable)	\$35 per pos. / per yr.
950999/HPMN1-3	Hardware Protect: Multi Node System – Each System Back Room	\$2,000 per Node / per yr.

Note: Utilization of an IP Phone desk set that does not have ALI functionality is not considered a position (primary, supplemental or back-up).

For further information, please contact your Account Executive.

END: GM

September 3, 2014

Introduction

Intrado is pleased to announce the availability of new nomenclature and pricing methodology for Software Protection and Remote Technical Support Services effective immediately.

This service is a bundled offering which provides access to software maintenance releases as well as remote technical support that allows for 24x7x365 assistance from Intrado's centralized Support Center for the Intrado System.

Availability

This service is included in the standard warranty, and is a mandatory requirement for the receipt of any technical support after the warranty period.

About Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to Customers which announce and explain important product updates for Intrado Software. Customers may then request the new release or version from Intrado, based on applicability of the release to the Customer's current System.

The Customer is responsible for the installation of these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the Customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

The Customer is encouraged to periodically install new software updates. Software releases are available for a limited time. If the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with the Customer's existing system.

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Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure Customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by Customers through the online portal in order to obtain the most up-to-date status on their respective issues.

Response times for Remote Technical Support are based on system issue severity levels. Problems which are not resolved within predefined time limits are automatically escalated to management within Sales, Product Management and Engineering for action.

Intrado Responsibilities

- Respond to service requests based on appropriate severity level response goals.
- Assess the system issue(s).
- Apply technical expertise, knowledge and resources to restore system to functionality, or assist Customer to apply the identified fix.
- Escalate issues for review when required.
- Communicate progress and resolution with the specific Customer contact.
- Provide to the Customer bulletins announcing the availability of software releases, and deliver software in disc form to the Customer as requested.

Customer Responsibilities

- Log all requests for assistance directly with the Technical Support Center, either through the toll-free hotline or the online portal.
- Provide the following information when initiating a service request:
 - Site Name / ID number / Agency Location
 - Contact Name and Number
 - Problem Description
- Ensure that the individual requesting support is appropriately trained and knowledgeable regarding the operation of the System.
- Provide additional symptoms and information as they occur pertinent to resolving systems issues.
- Respond to Intrado communications regarding case status and resolution in a timely manner.
- Allow Intrado remote access to obtain system availability and performance data. If remote access capability is not available, the purchase of On-Site Support Services may be required.
- Notify Intrado before performing any activity that may impact the System (including software installation, hardware upgrades, network upgrades or de-activation).
- Store and maintain all software needed to restore the system as well as all system back-ups.
- Install software.

Conditions not covered under this Service offering

- Assistance with third-party software or hardware not provided by Intrado.
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the Customer. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- Assistance with equipment configuration change requests not associated with problems on the installed Intrado equipment.
- Intrado installation support. Installation services can be purchased separately from Intrado.
- Assistance with Geographic Information Systems (GIS) data updates performed by the end user, or resulting problems.
- Consultation for new software or equipment.
- Software does not provide new features or functionality upgrades.
- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures.
- Upgrade of the Customer's operating system, hardware or third party software may be required from time to time to support Maintenance Releases. Intrado will not be responsible for the cost of such upgrade.

Reinstatement of Intrado Software Protection and Remote Technical Support

If Software Protection and Remote Technical Support lapses, the Customer's access to the Support Center will be discontinued, and reinstatement fees will apply as follows if the Customer desires to receive any technical support services:

- Payment for the lapsed period at the prevailing per-seat rate; plus
- Purchase of Software Protection and Remote Technical Support for the current period; plus
- System recertification fees in the form of a Class A inspection at \$1,500 per day plus related travel and expense charges.

Ordering Information

Part Number	Description	List Price
950999/PRO1	Software Protection and Remote Technical Services – Primary Position (IWS, A9C, Laptop or IP Phone w / ALI Equipment)	\$600 per pos / per yr
950999/PRO1-S	Software Protection and Remote Technical Services – Supplemental Position (Emergency Over-flow, monitoring or supervisor usage)	\$300 per pos / per yr
950999/PRO1-BU	Software Protection and Remote Technical Services – Back-Up Position (At a 'dark' back-up center; used when primary positions are unavailable)	\$60 per pos / per yr

For further information, please contact your Account Executive.

END: GM

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PRODUCT BULLETIN PBN-SERVICES-2015-SOFTWARE SUBSCRIPTION

Software Subscription Services

October 8, 2015

INTRODUCTION

Intrado is pleased to announce updated ordering information for the Software Subscription service.

This service provides customers with access to software upgrades including new features.

AVAILABILITY

This service is not included in the standard warranty. It is available for separate purchase only if (i) customer's System software is current, or (ii) the services are purchased for a new system deployment or for a specific system component purchase.

SERVICE DESCRIPTION

The Software Subscription Service provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software. Customers may then request the new release or version from Intrado, based on applicability of the release to the Customer's System. The customer is responsible for installation of these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

The customer is encouraged to periodically install new software releases in order to keep the System current. Software releases are available for a limited time; if the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with customer's existing System.

INTRADO RESPONSIBILITIES

- Provide to the customer bulletins announcing the availability of software releases, and deliver software in disc form to the customer as requested.

CUSTOMER RESPONSIBILITIES

- Contact an Intrado Sales Account Executive to order an available software release.
- Install the software.

CONDITIONS NOT COVERED UNDER THIS SERVICE OFFERING

- Consultation for new software or equipment.
- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures.
- Upgrade of the customer's operating system, hardware or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. Intrado will not be responsible for the cost of such upgrade.

ORDERING INFORMATION

Part Number	Description	Price (Non-Disc)
950999/SUB1	Software Subscription Service – Primary Position (IWS, A9C, Laptop or IP Phone w / ALI Equipment)	\$1500 per pos. / per yr.
950999/SUB1-S	Software Subscription Service – Supplemental Position (Emergency Over-flow, monitoring or supervisor usage)	\$750 per pos. / per yr.
950999/SUB1-BU	Software Subscription Service – Back-Up Position (At a 'dark' back-up center; used when primary positions are unavailable)	\$150 per pos. / per yr.
950999/CCISUB1	Software Subscription Service - CCI Position	\$1200 per pos. / per yr.

- This service is not included in the standard warranty of an Intrado system.
- Software Subscription Service is available to customers purchasing new systems or as an extension of a current Software Subscription Maintenance Contract. The service offering cannot be purchased for systems with lapsed Software Subscription coverage until the Intrado system software is upgraded to the current version.

For further information, please contact your Account Executive.

END – PAG.

RESOLUTION NO. 19-164

A RESOLUTION AUTHORIZING A CONTRACT WITH VENTURE TECHNOLOGIES, TO UPGRADE THE EXISTING 911 PHONE SYSTEM.

WHEREAS, the City of Casper desires to purchase an upgrade to the existing 911 phone system, and five-year maintenance coverage; and,

WHEREAS, Venture Technologies, located in Casper, Wyoming, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Venture Technologies, to upgrade the 911 phone system, along with a five-year warranty.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment throughout the term of the agreement in an amount not to exceed Three Hundred Ninety-Eight Thousand Nine Hundred Fifty-Six Dollars and Seventeen Cents (\$398,956.17)

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 24, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Director *LB*
Aaron Kloke, MPO Supervisor *AK*

SUBJECT: Request to apply for Transit Grant Funds through Metropolitan Planning Organization (MPO)

Meeting Type & Date:
Regular Council Meeting
August 6, 2019

Action type: Resolution

Recommendation: That Council, by resolution, authorizes City staff to apply for FTA Section 5307 grant funds to operate the City's transit system.

Summary:

The City of Casper is the designated recipient for federal transit dollars. Each year, the City is eligible for FTA Section 5307 funds to use for operations and capital expenditures related to funding the transit program.

Financial Considerations: This year, the City is eligible for \$1,024,464 in federal funds. MPO staff has written a grant requesting \$1,024,464 in operating and capital assistance at this time. The City's local match for this grant totals \$909,211, with the funds coming from the City's General Fund, local One Cent Funds, and contributions received from CATC.

This resolution is required to build Transit related grants in the City's new financial software, Munis.

Oversight/Project Responsibility: Aaron Kloke, MPO Supervisor

Attachments: Resolution

RESOLUTION NO.19-165

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transit Administration has been delegated the authority to award Federal financial assistance for a transit project; and

WHEREAS, the award or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost; and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

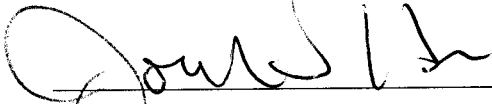
WHEREAS, the City of Casper desires to apply for these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

1. That the City Manager is authorized to execute and file an application for Federal assistance on behalf of the City of Casper with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration. The City of Casper is the Designated Recipient as defined by 49 U.S.C. § 5307(a)(2).
2. That the City Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance award or cooperative agreement.
3. That the City Manager is authorized to execute award and cooperative agreements with the Federal Transit Administration on behalf of the City of Casper.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

APPROVED AS TO FORM:





ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

July 8, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Release of Local Assessment District (LAD) Liens

Meeting Type & Date

Regular Council Meeting, August 6, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize the release of Local Assessment District (LAD) lien on the property(s) listed on the exhibit dated July 8, 2019.

Summary

The lien amount against the property(s) listed on the exhibit has been paid. The exhibit contains the following Instrument number(s): 901815. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

Financial Considerations

No financial consideration.

Oversight/Project Responsibility

Connie Arnold, Finance Supervisor

Attachments

A prepared resolution for Council's consideration.

Exhibit – LAD Lien Release Information.

Cover letter to Natrona County for LAD Release 7/8/19

LAD LIEN RELEASE INFORMATION

DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
7/8/2019	156	WESTWOOD #2	0	479	LUCKY, ANGELA	1809 LARAMIE AVENUE	901815
7/8/2019	156	WESTWOOD #2	0	483	B D E INVESTMENTS LLC	1812 KEARNEY AVENUE	901815
7/8/2019	156	WESTWOOD #2	0	554	HARSHMAN, ROBERT B	2734 SKYLARK AVENUE	901815

EXHIBIT

LAD Lien Release Information

1 of 1

7/8/2019

July 8, 2019

Release of Lien(s)

Natrona County Clerk
200 North Center
Casper, WY 82601

Re: Instrument Number: 901815

Enclosed is a one page document with owner(s') name and the legal description of properties for which the LAD (Local Assessment District) obligation is paid in full.

As authorized by City Council on August 6, 2019 per the attached resolution, please remove the lien from the listed properties on Exhibit 1.

Signed, Sealed, and Delivered in the presence of:

ATTEST:

Fleur D. Tremel, City Clerk

Charles Powell, Mayor

State of Wyoming
County of Natrona

Subscribed and personally sworn to before me by the signatures this _____ day of _____.
(Month) (Year) My Commission Expires: _____

Notary Public

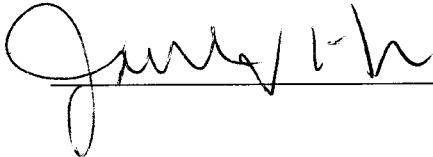
RESOLUTION NO.19-166

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest a Lien Release for the real properties as itemized therein (attached as Exhibit 1), all as located in Local Assessment District 156.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2019.

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 9, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Release of Demolition Lien

Meeting Type & Date

Regular Council Meeting, August 6, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize the release of demolition lien on the property(s) listed on the exhibit dated July 9, 2019.

Summary

The lien amount against the property(s) listed on the exhibit has been paid. The exhibit contains the following Instrument number(s): 896317. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

Financial Considerations

No financial consideration.

Oversight/Project Responsibility

Connie Arnold, Finance Supervisor

Attachments

A prepared resolution for Council's consideration.
Exhibit – Demolition Lien Release Information.
Cover letter to Natrona County for Lien Release 7/9/19

DEMOLITION LIEN RELEASE INFORMATION

DATE	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
7/9/2019	NORTH BURLINGTON	9	21 & EAST 1/2 OF LOT 22	BREWBAKER, DAVID	252 E 'G' STREET	896317

EXHIBIT
Demolition Lien Release Information

July 9, 2019

Release of Lien(s)

Natrona County Clerk
200 North Center
Casper, WY 82601

Re: Instrument Number: 896317

Enclosed is a one page document with owner(s)' name and the legal description of properties for which the demolition lien obligation is paid in full.

As authorized by City Council on August 6, 2019 per the attached resolution, please remove the lien from the listed properties on Exhibit 1.

Signed, Sealed, and Delivered in the presence of:

ATTEST:

Fleur D. Tremel, City Clerk

Charles Powell, Mayor

State of Wyoming
County of Natrona

Subscribed and personally sworn to before me by the signatures this _____ day of _____.
(Month) (Year) My Commission Expires: _____

Notary Public

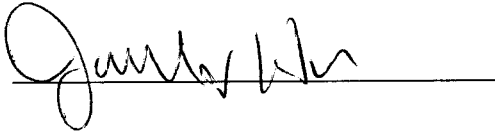
RESOLUTION NO.19-167

A RESOLUTION AUTHORIZING RELEASE OF
DEMOLITION LIEN.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest a Lien Release for the real properties as itemized therein (attached as Exhibit 1).

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 29, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP 307*
Lori Jackson, PSCC Manager
SUBJECT: Authorizing an Agreement with the Towns of Mills, Midwest, Evansville, Natrona County, and the Natrona County Fire Protection District for Public Safety Dispatching and E911 Services.

Meeting Type & Date
Regular Council Meeting
August 6, 2019

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an agreement for Public Safety Dispatching and Enhanced 911 service with the Towns of Mills, Midwest, Evansville; Natrona County; and the Natrona County Fire Protection District.

Summary
The proposed contractual agreement with Towns of Mills, Midwest, Evansville; Natrona County; and the Natrona County Fire Protection District provides for Public Safety Communications and Enhanced 911 services by the City of Casper. The Agreement provides for compensation to the City for services rendered, as well as capital replacement provisions. The Agreement shall be for a term ending June 30, 2024.

A resolution has been prepared for Council's consideration.

Financial Considerations
None

Oversight/Project Responsibility
Lori Jackson, PSCC Manager

Attachments
Resolution
Agreements

PUBLIC SAFETY ADVISORY COMMITTEE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2019, by and among the City of Casper, Wyoming, A Municipal Corporation, hereinafter referred to as “City”, and Natrona County, Wyoming, Natrona County Fire Protection District, Town of Mills Wyoming, Town of Evansville, Wyoming, Town of Midwest, Wyoming, hereinafter referred to individually and collectively as “User Entity.” Throughout this document, City and User Entities may be collectively referred to as the “parties.”

WITNESSETH:

WHEREAS, the various public safety user entities in Natrona County that provide public safety services desire to coordinate, centralize, and economically operate a combined dispatch and E-911 emergency telephone service in Natrona County, Wyoming and agree to participate in funding of such facilities; and,

WHEREAS, the User Entity, in order to facilitate operation of all public safety dispatching and E-911 emergency telephone service in Natrona County, desires to create and organize an E-911 Advisory Committee to act as a users’ group to exchange information and communicate regarding customer service issues; and,

WHEREAS, The City of Casper has agreed to administer and provide services for all public safety dispatching and E-911 emergency telephone services in Natrona County, Wyoming for User Entities and private enterprise users such as Wyoming Medical Center, in and as a part of a facility maintained and operated by the City, known as the Public Safety Communications Center (hereinafter referred to as “PSCC”) under the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and Agreements contained herein, it is understood and agreed by and between the parties as follows:

I. AGREEMENT DURATION

The initial term of the Agreement shall be for the fiscal year commencing July 1, 2019 through June 30, 2020. This Agreement shall automatically renew on July 1, 2020, and on July 1st of each fiscal year thereafter for like terms unless otherwise

terminated as provided in Section IV of this Agreement. Provided, however, this Agreement shall terminate and be of no further force of effect between the parties at midnight on June 30, 2024.

II. CREATION, ORGANIZATION, AND COMPOSITION OF ADVISORY COMMITTEE

- A. An Advisory Committee shall be established consisting of the following persons or their authorized designees, recognized as voting representatives: City of Casper Police Chief, City of Casper Fire Chief, Casper City Manager, Casper City Attorney, Casper City Finance Director, Natrona County Fire Protection District, Natrona County Sheriff, Natrona County Attorney, Town of Mills Police Chief, and Town of Evansville Police Chief, Private enterprise User Entity members with non-voting status covered under a separate agreement, but part of the committee: Wyoming Medical Center. Additional representatives may be appointed, as necessary, to represent other public safety users or private enterprise users.
- B. The Advisory Committee shall act as a forum to address issues, including, but not limited to, information exchange, customer service concerns, and recommendations on PSCC operations. The Advisory Committee shall investigate and recommend policies and procedures for operations to the Casper City Manager, and investigate and recommend funding sources as they relate to PSCC.

III. OPERATION, MAINTENANCE, AND BUDGET

- A. Operation. The City shall enter into appropriate Agreements with telecommunications companies to provide service for the E-911 Emergency Reporting System, in accordance with the Exchange Network Service Tariffs on file with the Wyoming Public Service Commission. The City agrees to timely advance payment to the appropriate telecommunications companies, for services provided on the User Entities' behalf.
 - 1. The City shall employ and train all personnel necessary to operate all radio and E-911 systems. All calls received by the PSCC shall be dispatched by PSCC personnel. The City shall provide adequate space for, and maintain all necessary equipment for the operation of the PSCC as provided herein.

2. Each User Entity grants the City full authority over the administration and dissemination of relevant Federal Bureau of Investigation – National Crime Information Center (FBI-NCIC) data that pertains to said jurisdiction.
- B. Operational and Maintenance Expense. The City shall be responsible for the actual operation and maintenance of the PSCC. It shall make disbursements for all costs incurred in such operations and maintenance, subject to monthly reimbursement from each User Entity for its proportionate share of all the actual operational, maintenance, and depreciation expenses as provided below:
1. Operation expenses. Include, but are not limited to, salaries, employee benefits, tax and workers' compensation insurance expenses; travel and training expenses; uniforms; safety equipment; telephone and Enhanced 911 expenses; radio equipment and expenses; audio recorder equipment and expenses; rent; insurance and bonds; office supplies; and CAD system expenses.
- C. Depreciation Expense. The operational budget for the PSCC includes an account for the depreciation of assets. This depreciation account is for tracking and depreciating asset purchases. In addition to the proportionate share of operational and maintenance expenses, each User Entity shall also pay to the City of Casper, on a monthly basis, their proportionate share of the total annual depreciation expenses incurred by the PSCC for the prior fiscal year.
- D. Accounting. Each User Entity agrees to pay to the City a proportionate share of the maintenance, operational, and depreciation expenses incurred by the City in operating the PSCC, based on the ratio that each entity's calls for service bears to the total number of calls received by the PSCC. For the purposes of cost allocation, calls for service shall be determined using the most recent three calendar year rolling average of actual calls taken. Each User Entity understands and agrees that these payments are reimbursement to the City of Casper for expenses incurred in operating and maintaining the PSCC and do not confer any ownership interest in any PSCC assets to any User Entity. Each User Entity's proportion, for year one of this agreement and based upon calendar years 2016 through 2018 is set forth on "Exhibit A" attached hereto; the same being incorporated herein at this point as if fully set forth.
1. The City shall bill each User Entity on a monthly basis for each User Entity's proportionate share for the operational, maintenance, and depreciation expense incurred in the operation of the PSCC. Each User Entity agrees to pay each bill within forty-five (45) days of bill receipt.
 2. E-911 surcharge fees will be allocated to the Public Safety Communications Center, directly from the Natrona County Treasurer's office. The funds shall

be divided and credited proportionately to each User Entity's respective monthly invoice.

- E. Information Services. Each User Entity desiring to add hardware or software to the CAD system is required to submit a proposal to the City. This proposal will define the expansion, costs, and benefits to each User Entity, and any additional resources to operate the CAD system. The proposal will be evaluated by the Advisory Committee and the City Management Information Technology Division, and the final decision will be made by the City Manager.

IV. TERMINATION AND DISSOLUTION

- A. Any party may withdraw from this Agreement by providing the Casper City Manager with ninety (90) days advance written notice, prior to July 1st of any fiscal year. Following said notice, this Agreement shall terminate, and be of no further force or effect between the City of Casper and the terminating party on July 1 of the year such notice is given. A copy of such termination notice shall be supplied to each other party to this Agreement by the City Manager as soon as practical. The terminating party shall be liable for any cost incurred by the City of Casper for terminating party's proportionate share of the operational, maintenance, and depreciation expenses up to the date of the termination of this Agreement.
- B. Upon withdrawal of any User Entity from this Agreement, the operational, maintenance, and depreciation expenses shall be reapportioned between the remaining parties to this Agreement, as otherwise provided in the Agreement.
- C. Upon termination and dissolution of this Agreement, any and all capital assets of the PSCC, including all equipment and software associated therewith, shall remain and be the sole separate property of the City of Casper, free and clear of any claim of any party.
- D. The parties' obligation under the Spillman User Confidentiality Policy Agreement shall survive termination and dissolution of this Agreement.

V. GENERAL TERMS AND CONDITIONS

- A. Wyoming Governmental Claims Act. The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the parties specifically reserve the right to

assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

B. Changes. The City may, from time to time, request changes in the scope of the services of the Agreement. Such changes, including any increase or decrease in the amount of the City's compensation, which are mutually agreed upon between the City and the User Entities, shall be incorporated in written amendments to this Agreement.

VI. SEVERABILITY

The terms, provisions, and conditions of the Agreement are severable. If any term or provision of the Agreement or its application to any person or circumstance is determined by a court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect the other persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

(SIGNATURE PAGE BELOW)

APPROVED AS TO FORM:



Attest

CITY OF CASPER, WYOMING
A Municipal Corporation:

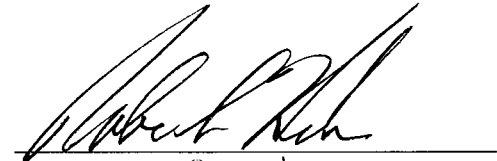
Fleur D. Tremel
City Clerk

Charles Powell
Mayor

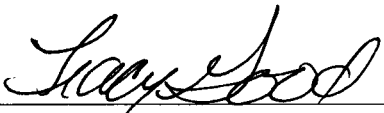
NATRONA COUNTY

Attest:





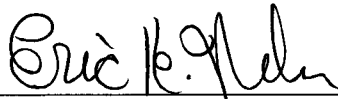
~~Rob Hendry~~ Robert L. Hendry
Chairman 6-18-19



Tracy Good
Natrona County Clerk

**My term of office expires
January 3, 2023**

APPROVED AS TO FORM:



Eric K. Nelson
Natrona County Attorney

APPROVED AS TO FORM:



Attest

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

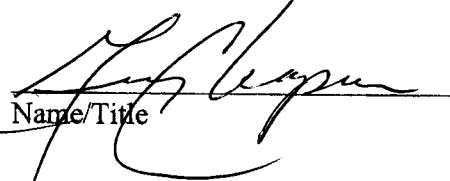
Attest:

Town of Midwest

Name of Agency (please print)



Clerk



Name/Title

RESOLUTION NO. 19-168

A RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWNS OF MILLS, MIDWEST, AND EVANSVILLE; NATRONA COUNTY, AND THE NATRONA COUNTY FIRE PROTECTION DISTRICT FOR PUBLIC SAFETY DISPATCHING AND E-911 TELEPHONE SERVICES

WHEREAS, the City of Casper owns and operates a Public Safety Dispatch Center and E911 telephone service; and,

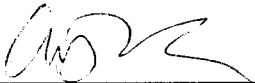
WHEREAS, it is in the best interest of the residents of the City of Casper and the surrounding area for Casper to provide dispatch services for the Towns of Mills, Midwest, and Evansville; Natrona County, and the Natrona County Fire District.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, agreements with the Towns of Mills, Midwest, and Evansville; Natrona County, and the Natrona County Fire District, for public safety dispatching and E911 telephone service.

BE IT FURTHER RESOLVED: That said agreement provide that the Towns of Mills, Midwest, and Evansville; Natrona County, and the Natrona County Fire District, will reimburse the City of Casper for the provision of these services.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

July 30, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tom Pitlick, Financial Services Director *TP*
SUBJECT: Credit Card Merchant Processor Contract

Meeting Type & Date
Regular Council Meeting,
August 6, 2019

Action Type
Resolution

Recommendation

That Council, by resolution, authorize the approval of the Credit Card Merchant Processor contract with Valli Information Systems.

Summary

The City has been taking utility payments from the public via credit card for the last 12 years. In an attempt to reduce credit card transaction fees, the Financial Services Department issued a Request for Proposals (RFP) for the services of a new credit card merchant processor.

Following staff review, Valli Information Systems dba Billing Document Specialists (BDS) and Drive Payments, was found to be the credit card processor with the most savings.

Based on twelve (12) months of credit card activity for the two highest volume locations in the City, Finance Customer Service (Utilities) and Solid Waste, Valli Information Systems presented an estimate that would reduce annual credit card fees from \$65,828 to \$40,514.

Financial Considerations

The City will realize a thirty-eight percent (38%) decrease in credit card fees, by accepting the BDS proposal.

Oversight/Project Responsibility

Connie Arnold, Finance Supervisor

Attachments

Merchant Application and Agreement
Professional Services Contract and Scope of Services
Exhibit A – The Merchant Services Program Terms and Conditions
Amendment to Merchant Processing Agreement (Amendment to Exhibit A)
Resolution

MERCHANT APPLICATION AND AGREEMENT

Agent Code VALI01

Merchant # _____

Sales Rep Signature: _____

Print Sales Rep Name: _____

Sales Rep Phone #: _____



CardCoN2			BUSINESS INFORMATION			CardCo2		
Legal Name of Business: City of Casper WY			Business Open Date: 01/05/1899		State Organized:		Type of Business: 4900	
DBA Name: City of Casper Utilities			Types of goods or services sold: This specific MID is being set up for clients to pay the					
Location Address: 200 North David Street			Current length of ownership:			# of Locations:		
City, State, Zip: Casper, WY 82601			Average Monthly Volume VS/MC/DSVR/AMEX: \$600000.00		Average Ticket Amount VS/MC/DSVR/AMEX: \$90.00		High Ticket Amount VS/MC/DSVR/AMEX: \$5000.00	
Contact Name and Title: Connie Arnold			Swiped 25 % MOTO (mall order) 10 % Keyed % Internet 65 % TOTAL 100% TOTAL 100%			Face to Face % Internet 65 % TOTAL 100%		
Phone: 3072358236		Fax:						
Email Address: carnold@casperwy.gov			Products / Services are delivered in: TOTAL = 100%					
Website Address: http://www.casperwy.gov			0-7 days 100 %		8-14 days %		15-30 days %	
Mailing Address (if different from location): 200 North David Street			Seasonal Sales: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No High Volume Months:					
City, State, Zip: Casper, WY 82601			Please identify any Software used for storing, transmitting, or processing Card transactions or authorization reports:					
Country: US		Contact Name:		Do you use any third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name/address:				
Phone:		Fax:						

OWNERS/OFFICERS INFORMATION

Sole Proprietor LLC Partnership LP Corporation Other: Choose Gov't Entity

Name (as it appears on your income tax return) City of Casper WY		FEDERAL TAX ID # (as it appears on your income tax return) 836000049		<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)	
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)					
Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business					
Owner 1 / Principal Name: Tom Pitlick		Title: TREASURER		% of Ownership: 0	Date of Birth:
Current Residence Address:		City, State, Zip:		Phone #: 3072358236	Social Security #: 123456987
Owner 2 Name: Charles Powell, Mayor		Phone #: 3072358236		Owner 3 Name:	
Current Residence Address:		Date of Birth:		Current Residence Address:	
City, State, Zip:		% of Ownership:		Social Security #:	
Owner 4 Name:		Phone #:		Owner 5 Name:	
Current Residence Address:		Date of Birth:		Current Residence Address:	
City, State, Zip:		% of Ownership:		Social Security #:	

BANK ACCOUNT (Include a voided check when submitted)

Bank Name:	Routing #:	Account #:
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EQUIPMENT/ GATEWAY/ DOWNLOAD INFORMATION

CardPointe Gateway API Merchant Center VT Equipment Cost Billed to Merchant: Yes No

Rental - Purchase - Customer Owned	QTY	IP	Equipment Category	Equipment Name	Authorization Network	Unit Price w/o Tax and S&H	For Customer-Owned Equipment Track/Version/Serial #
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	

PIN Debit (plus the applicable network fees)

EBT Information

Unbundled PIN Debit: Discount Rate: _____ %
 Transaction Fee: \$ _____
 PIN Debit Declined Transaction Fee: \$ _____

FNS # _____ Transaction Fee \$ _____
American Express Direct
 American Express Pass-Thru

Tiered Pricing: (Select One)

	Discount Fee		Discount Fee		Discount Fee		Discount Fee
MC Qualified Credit	_____ %	Visa Qualified Credit	_____ %	Discover Qualified Credit	_____ %	American Express Qual Credit	_____ %
MC Mid-Qualified Credit	_____ %	Visa Mid-Qualified Credit	_____ %	Discover Mid-Qualified Credit	_____ %	American Express Mid-Qual Credit	_____ %
MC Non-Qualified Credit	_____ %	Visa Non-Qualified Credit	_____ %	Discover Non-Qualified Credit	_____ %	American Express Non-Qual Credit	_____ %
MC Qualified Non-PIN Debit	_____ %	Visa Qualified Non-PIN Debit	_____ %	Discover Qualified Non-PIN Debit	_____ %	Sales Credit & Non-PIN Debit Trans. Fee \$ _____	
MC Mid-Qualified Non-PIN Debit	_____ %	Visa Mid-Qualified Non-PIN Debit	_____ %	Discover Mid-Qualified Non-PIN Debit	_____ %		
MC Non-Qualified Non-PIN Debit	_____ %	Visa Non-Qualified Non-PIN Debit	_____ %	Discover Non-Qualified Non-PIN Debit	_____ %		

Flat Rate

	Discount		Discount		Discount		Discount
Sales Credit & Non-PIN Debit Trans. Fee	_____ %	MC Qual Credit	_____ %	Discover Network Qual Credit	_____ %	American Express Qual Credit	_____ %
\$ _____	_____ %	MC Qual Non-PIN Debit	_____ %	Discover Network Qual Non-PIN Debit	_____ %		_____ %

Dues & Assessments Billback **Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 18.1)** _____ %
 Applies to Non-qualified MC, Visa, Discover, American Express Credit and/or Non-PIN Debit Transactions.

Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard, Visa or Discover, plus a MasterCard Assessment Fee of .13%, a Visa Assessment Fee of .14%, or a Discover Assessment Fee of .13%, plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee when transaction is equal to \$1,000 or more will be assessed an additional 0.01% per transaction.) American Express Network Fee of .15%

	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)
Sales Credit & Non-PIN Debit Trans. Fee \$ _____	0.19 %	MC Qual Credit & Non-PIN Debit	0.19 %	Visa Qual Credit & Non-PIN Debit	0.19 %	Discover Network Qual Credit & Non-PIN Debit	0.34 %

Net Interchange MC, Visa or Discover

CardCoN2 AUTHORIZATION AND TRANSACTION FEES **CardCo2**

ACH Batch Fee	\$ 0. /batch	Voice Authorization Fee	\$0.75 /each
MC, Visa, Discover Network, American Express Auth Fee	\$ 0.009 /each	Address Verification Fee (AVS)	\$0.02
		CardConnect Gateway Transaction Fee	\$

OTHER FEES

Gateway Set-up Fee	\$ (one time fee)	Regulatory Product Monthly Fee	\$ /month
Gateway Internet Service Fee	\$	PCI Non-Compliance Monthly Fee	\$19.95
Chargeback Fee	\$ /each	Application Fee (Non-Refundable)	\$
Retrieval Fee	\$ /each	Wireless Access Fee	\$
Early Cancellation Fee	\$ /each	Annual Membership Fee*	\$
Monthly Account Minimum Fee	\$ /each	CardPointe Platform Fee	\$
Statement Fee	\$ /each	Data Breach	\$
North Program Cost Fee/American Express	%	PCI Annual Fee	\$

CLOVER FEES

Clover Service Fee (charged per device) \$ _____ /each Clover Go Service Fee \$ _____ /month
 TransArmor Monthly Fee \$ _____
Check Acceptance Fees (Fees are debited monthly and Billed separately by TeleCheck)
 In-Person Warranty Mobile App Warranty Online Warranty
 Inquiry Rate _____ % Customer Requested Operator Call (CROC) \$2.50
 December Risk _____ % Unauthorized Return Fee (only charged when entitled with TeleCheck) \$5.00
 Surcharge Per Trans Fee \$ _____
 Monthly Miminum Fee (per location) \$ _____
 Statement Processing Fee \$ _____

(See Agreement for definitions, warranty requirements, and any additional fees.)
 All other card association fees are passed thru at cost - NABU, APF, connectivity, & usage.
 *Billed on anniversary of account keyed date.

WEX Auth Fee	\$ _____	WEX Chargeback Discount	_____ %	WEX Retrieval Fee	\$ _____
WEX Sales Discount	_____ %	WEX Chargeback Reversal Discount	_____ %	Voyager Sales Discount Fee	_____ %
WEX Refund Discount	_____ %	WEX Chargeback Fee	\$ _____	Voyager Authorization Fee	\$ _____

SITE INSPECTION

Merchant Location: Retail Store Front Office Building Warehouse Residence Other: _____ Hours of Operation: _____

The Merchant: Owns Leases the business premises (If Lease, Landlord Name): _____ Phone #: _____

Merchant appears to be conducting business as represented in application? Yes No

Merchant is adequately staffed and stocked to do business? Yes No

Have you taken pictures of the inside and outside of the premises? Yes No

Have you confirmed the identity of the person who signed the application? Yes No

I hereby Certify that I have physically inspected the business premises of the Merchant at this address.

Print Name: _____

Signature **X** _____ Date _____

AGREEMENT APPROVAL

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

X _____ **X** _____

#1 from Application (Signature) Date #2 from Application (Signature) Date

For All Corporations – Corporate Resolution

The indicated officer(s) identified in numbers 1 and/or 2 have the authorization to execute the Merchant Processing Agreement on behalf of the here within named corporation.

X _____ **X** _____

Corporate Officer (Signature) Title Date

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's and/or TRS' services. This authorization shall remain in effect until thirty days after revoked in writing.

X _____ **X** _____

Authorized Signature on TeleCheck Account for ACH Name/ Title Date

Personal Guarantee – if applicable

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and/or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

X _____ **X** _____

#1 from Application (Signature) Date #2 from Application (Signature) Date

CardConnect, LLC

Application Approved By: **X** _____

Signature Title Date

Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and MasterCard International Inc.)

Application Approved By: **X** _____

Signature



PROFESSIONAL SERVICES CONTRACT AND SCOPE OF SERVICES

PART 1 - AGREEMENT

THIS CONTRACT, for professional services entered into as of this 6th day of August, 2019, is made by and between Valli Information Systems, Inc., a corporation organized under the laws of the State of Idaho, dba BILLING DOCUMENT SPECIALISTS (BDS), located at 915 Main Street, Suite 300, Caldwell, Idaho 83605, and dba DrivePayments, located at 1550 North Crestmont Drive, Suite D, Meridian, Idaho 83642, hereafter referred to as "BDS", and The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Wyoming 82601 hereafter referred to as "City".

RECITALS

WHEREAS, BDS, in response to successfully meeting the requirements of a Credit Card Merchant Processor RFP (Request for Proposal) issued by the City, will enter into an agreement with the City to provide a credit card merchant processing service and a payment gateway for certain City departments choosing to accept credit cards as a method of payment for City services; and,

WHEREAS, the City agrees to compensate BDS for services performed as described herein; and,

NOW, THEREFORE, in consideration of the terms and conditions set forth herein to be performed, BDS and the City agree as follows:

1. COMPENSATION:

In consideration of the performance of services rendered under this Contract, BDS shall be compensated for services performed in accordance with the Scope of Services and Pricing described in Part II of this Contract.

2. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from BDS for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due and that BDS has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by BDS to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to BDS pursuant to this Contract.

Credit card merchant fees will be drafted from the City of Casper's specified bank account between the 1st and the 5th of each month, for the previous month's transactions and costs, via ACH transfer. There will be no charge to the City for the ACH transfers.

City agrees to pay BDS for invoiced service within 45 days of invoicing.

BDS has the right to withhold any processing while there is an unpaid delinquent balance.

3. PCI COMPLIANCE and CYBERSECURITY:

The City will maintain their annual PCI DSS (Payment Card Industry Data Security Standard) compliance certification for on-site/ in-house storage of credit card information, and annually complete the P2PE (Point to Point Encryption) PCI SAQ (Self-Assessment Questionnaire).

BDS and DrivePayments will respectively maintain their PCI DSS compliance status each year. Valli Information Systems, BDS will contract a Third Party auditor every other year to complete a SOCII or SSAE 16 audit (a report on Valli Systems internal controls around the identification and classification of risk management, that may be relevant to the City's internal control over financial reporting), and submit a copy of the reports to the City for use during fiscal audit. On the alternate years from the audit, BDS will provide a bridge letter to the city to confirm that there have been no changes since the last audit or if there were changes, what if any impact there would be to the security of any information relevant to the City.

The City will be responsible for any disputed or chargeback credit or fraudulent card transactions that are debited to the bank account designated by the City. There will be no chargeback fees billed to the City.

4. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Contract between the City and BDS, and supersedes all prior negotiations, representations, or Contracts, either written or oral. The Contract may be amended only by written instrument signed by both the City's and BDS's authorized representatives.

This contract does not replace or supersede the merchant services program terms and conditions required for processing of credit card transactions, which are attached hereto as Exhibit A.

The City and BDS each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

The term of this Contract shall three-years. At the end of this period, the Contract may be renewed, by signed and written instrument, by both parties. The signatures below indicate acceptance of the Contract.

PART II - SCOPE OF SERVICES AND PRICING FOR CITY OF CASPER

5. BDS and DrivePayments obligations:

A. CUSTOMER SERVICE/Rules for Contact:

BDS customer service team will be the first point of contact for all services.

BDS Customer Service:

This service is available between 8:00 a.m. and 5:00 p.m. Mountain Time, Monday thru Friday except certain holidays. BDS will notify City in advance of closure date.

BDS will assist the City with any questions or issues associated with the online customer accounts and payments, as well as questions about the payment portal. Send emails to csteam@valli.com or call our toll free phone number at 800-627-3283.

The BDS customer service team will not accept phone calls direct from the City customers (unless all other resources have been used) and only with the City approval. If the City points customers directly to the BDS customer service team without prior discussion and approval there may be a \$75.00 per hour charge.

CardConnect Customer Service:

This service is the point of contact for any concerns regarding the processing of customer credit card payments at the gateway, as well as merchant processor statements. The City may call its toll free phone number at 877-828-0720. Business hours are from 6:30 a.m. to 3:30 p.m. Mountain Time.

B. PROCESSING OF CREDIT CARD PAYMENTS:

BDS will provide the payment portals for Utility customers:

Online payments. Through this service, City customers can choose to make a one-time payment or customers can set up a user name and password for E-statements, recurring auto payments, and view current and 24 month archived pdf images of statements. Via the BDS Administrative Site (online site for employee use), the City can view reporting by account or date range of all payments and statements processed.

Over the Counter (OTC) payments. Using the stand alone "Bolt" EMV (Smart chip technology for authorization) credit card terminals linked to the BDS web-based payment portal, the City can process an account validated, secure credit card transaction that is submitted to the DrivePayments Gateway, CardConnect. CardConnect will confirm the transactions, and then provide receipts for printing and updating with *real time* reporting. This reporting will be available on the BDS Administrative Site.

Interactive Voice Response (IVR) incoming automated phone payments. BDS will provide a dedicated toll-free phone number that utility customers can call to validate an account number, get balance due information, and make credit card payments. BDS will send the credit card information to CardConnect for confirmation of successful payment. If successful, the phone system will give a confirmation number to the customer at the end of the phone call. Reporting is available of all calls and actions provided, in real time.

IVR outgoing Shut Off calls. The City will upload a csv file of phone numbers and amounts outstanding for shut off balances. BDS will customize an automated message to be used

when a City customer either answers the phone or when the call goes to a message. If the customer answers the call, there is an option to make a payment at that time. The customer has the option to pay by credit card, and can pay the stated amount or a different amount. If successful, the customer is given a confirmation number and the transaction is included in the batch of imported payments at end of day.

All credit card payment services for the Financial Services Department will be batched according to service (online, over the counter, or IVR) and one import file will be provided the following day via a secure FTP site (BDS Admin Site), which City employees may access daily to post payment activity to customer accounts within the City's billing system.

BDS will provide credit card payment methods for customers of other City Departments:

Over the Counter payments. Using the ICT220 EMV secure terminals provided by BDS, which are P2PE compliant, City staff can process credit card payments and cash receipt them at the time of successful transaction. Customized reporting by department/merchant ID, and batch will be available at the CardConnect secure web site, in real time for unsettled transactions, and settled batches will be available for 24 months.

If other departments require online payment services, a simple, one-page payment portal separate payment URL link will be developed by BDS for each department, with required custom fields of information for reporting. Unlike an account validation site (as defined herein), this site will allow customers to post a payment if they already know their account number and amount they want to pay. CardConnect will provide reporting by department/merchant ID of all payments and custom information gathered so that the department can post online payment transactions.

The City can connect 24/7 directly to the CardConnect website to view transactions, batch history, and funding reports for all departments or by department. The City can process voids and request refunds, if required.

At the City's option, access to either the CardConnect or the BDS Administrative site can be restricted by user login.

C. BILLING for WEBSITE / COLLECTION CALLS:

	Unit Pricing
<u>BDS to City of CASPER</u>	
Electronic Bill Fee - per Bill	\$0.25
IVR Successful Payment	\$1.50
IVR Declined Payment	\$0.25
IVR Balance Check Validated	\$0.25
Credit Card Fee - per Payment	\$0.25
<u>Shut Off Out-going IVR Services</u>	
One Time Set up Fee	\$35.00
Per Transaction	\$0.15
Minimum per Upload File	\$5.00
<u>Alert Message Out-going IVR Services</u>	
One Time Set up Fee	\$35.00
Per Customer Out-going Contact	\$0.15

Minimum per Upload File

\$5.00

BDS will charge a custom programming rate of \$125.00 per hour for any major changes or additions, after all services in the 'Scope of Services' have been set up and accepted by the City. For any other City departments requiring an account validation full service payment portal (e.g. a payment portal that will validate the who and what of a customer account, as well as the amount owing), a setup fee of \$950.00 will apply.

All above services will be invoiced by BDS, to the City.

D. BILLING for CREDIT CARD MERCHANT SERVICE FEES AND PAYMENT GATEWAY:

Merchant Services for payment processing to City of Casper

<u>DrivePayments/ CardConnect</u>	Unit Pricing
Interchange % at cost = est.	1.70%
Basis Point %	0.19%
Per Transaction	\$0.09 ea
Charge Back Fees	no charge
ACH Transfer fees	no charge

Equipment

Credit Card ICT220 EMV terminals	\$170.00 ea
Credit Card Bolt EMV terminals	\$310.00 ea
Equipment credit allowance	-\$2,700.00

To clarify the above service fees:

Interchange % at cost = estimated 1.70%: This is the current Visa /MasterCard interchange fee. This fee is revised twice a year by Visa/MasterCard so there will be some fluctuation in the percentage, but the change is normally minimal. These are paid to a card-issuing bank to cover the risk involved in approving customer payments.

For example: A single transaction charge of \$100 would incur an Interchange fee of \$1.70.

Basis Point% 0.19%: Basis point is equal to 1/100th of a percentage point (.0001). This basis point is DrivePayments markup on the interchange rate. The *dollar amount of each credit card transaction* is multiplied by this percentage.

For example: A single transaction charge of \$100 would incur a Basis Point Fee of 0.19 cents.

Per Transaction Fee \$0.09 ea.: This is a DrivePayments fee applied to *each credit card transaction*.

For example: a single transaction charge of \$100 would incur a(an) [Interchange/Basis Point Fee/Per Transaction Fee] of \$1.98

All above services will be invoiced by DrivePayments, to the City.

E. TRAINING – FEATURES WITH NEW PAYMENT PORTALS, CARDCONNECT SUPPORT CENTER AND CREDIT CARD EQUIPMENT

BDS and DrivePayments will supply on-site training for the new features detailed in this contract.

1. New features available in BDS Admin Site
2. New payment portal
3. CardConnect customer support website
 - a. Retrieving data
 - b. Reports
 - c. Voids and Refunds
 - d. Customer Support
4. On-site training on the BOLT EMV and ICT220 EMV terminal units.

Training will be offered, with no fee, to current and all new City employees, as needed. New employees will be trained via web and phone.

F. COMPATIBILITY WITH TYLER/MUNIS SOFTWARE:

1. BDS electronic billing and payment process will be compatible with the City's financial software, Tyler/Munis.

PART III - GENERAL TERMS AND CONDITIONS

9. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to BDS of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by BDS under this Contract shall, at the option of the City, become its property, and BDS shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. If termination is within one year of the agreement date, the City will reimburse BDS / DrivePayments for the \$2,700.00 equipment credit applied.

1.2 Notwithstanding the above, BDS shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by BDS, or any breach of the Contract by BDS, and the City may withhold any payments to BDS for the purpose of setoff until such time as the exact amount of damages due the City from BDS are determined.

10. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of BDS's compensation, which are mutually agreed upon between the City and BDS, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of BDS's compensation unless approved by Resolution adopted by City.

11. ASSIGNABILITY:

BDS shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due BDS from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

12. AUDIT:

The City or any of its duly authorized representatives shall have access to all electronic reporting of transactions, archived pdf images data via the provided BDS Admin Site and the CardConnect merchant services reporting which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

13. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, BDS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. BDS shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the

following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BDS shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. BDS shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

14. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by BDS under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, BDS may, at no additional expense to the City, make and retain such additional copies thereof as BDS desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by BDS be released to any person, agency, corporation, or organization without the written consent of the City.

15. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by BDS under this Contract are confidential and shall not be made available to any individual or organization by the BDS without the prior written consent of the City.

16. GOVERNING LAW, JURISDICTION AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. BDS shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract. Jurisdiction and venue of any legal dispute between the parties shall be filed in and resolved in the District Court of the 7th Judicial District, Natrona County, State of Wyoming.

17. PERSONNEL:

BDS represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by BDS, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by BDS shall be employed in conformity with applicable local, state or federal laws.

18. SUBCONTRACTORS:

BDS shall not employ any subcontractors to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by BDS.

19. INSURANCE AND INDEMNIFICATION:

A. Prior to the commencement of work, BDS shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by BDS, its subcontractors, agents, representatives, or employees; and not caused by or arising out of the tortious conduct of City or its employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if BDS has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

Automobile Liability would not apply as BDS has no owned vehicles that would not have any occasion to be transporting personnel or product in relationship to this scope of services.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

Workers' Compensation would not apply as BDS would have no employees living or working in the State of Wyoming during the term of this agreement.

4. Professional Liability (Errors and Omissions) Insurance appropriate to BDS's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. Higher Limits. If BDS maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by BDS.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of BDS including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to BDS's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. Primary Coverage

For any claims related to this contract, BDS's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of BDS's insurance and shall not contribute with it.

3. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. Waiver of Subrogation

BDS hereby grants to City a waiver of any right to subrogation which any insurer of said BDS may acquire against the City by virtue of the payment of any loss under such insurance. BDS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. Deductibles and Self-Insured Retentions

BDS has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require BDS to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- b. Option 2: BDS shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the BDS is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. BDS shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. However, BDS's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the BDS must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. Verification of Coverage

BDS shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the BDS's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. Subcontractors

BDS shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and BDS shall ensure that the City is an additional insured on insurance required from subcontractors.

10. Special Risks or Circumstances

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. BDS agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent

arising from negligence, fault or willful and wanton conduct of BDS and any subcontractors thereof.

20. INTENT:

BDS represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that BDS shall perform all of the services for the compensation set forth in this Contract. BDS also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. BDS agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

21. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

22. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties' signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

Approved as to form:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

BILLING DOCUMENT SPECIALISTS

Robert Jenkins
President



Merchant
Services

Program
Terms and
Conditions
(Program Guide)

PROCESSOR INFORMATION: Name: CardConnect, LLC
 Address: 1000 Continental Drive, Suite 300, King on Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 14 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 30, Term; Events of Default and Section 31, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial five (5) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**

10. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6843.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/merchant.html>.
- g) You may download "MasterCard Regulations" from MasterCard's website at <http://www.mastercard.com/us/merchant/support/rules.html>.
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchantopguide

Print Client's Business Legal Name: City of Casper WY

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version CardCoN2] consisting of 50 pages [including this Confirmation Page and the applicable Third Party Agreement(s)], Interchange Qualification Matrix, American Express Program Pricing, and Interchange Schedule.

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Legal Name:
 Signature: _____

X _____

Charles Powell

Please Print Name of Signer

Mayor-City of Casper 8/6/19
 Title Date

A. YOUR PAYMENTS ACCEPTANCE GUIDE

Payment acceptance solutions are an essential part of your business, and we want to make accepting payments as simple as possible for you.

This part of the Program Guide (through Appendix 4), is the Your Payments Acceptance Guide. It's your quick reference to some guidelines for initiating transactions and accepting payments. You'll also find recommendations and tips to help you prevent fraud, reduce chargebacks, and properly handle payments, refunds, exchanges, and most other situations you'll encounter in your day-to-day-business. To help you navigate more easily and find the information you need when you need it, we've organized this Section into three parts. At the end of the Section, you'll also find information specific to processing WEX®, USBank®, Voyager®, American Express®, Discover® and PayPal® cards payments. Keep in mind, though, these guidelines highlight only some of the Card Organization Rules that apply to your acceptance of payments. Please carefully read the Card Organization Rules for each Card brand you accept.

If you have questions about initiating transactions, accepting payments or any of your other business services, please contact Customer Service at the number listed on your merchant services statement. Your Customer Service team is here to make things easier so let us know what we can do to help.

American Express

www.americanexpress.com

Discover Financial Services

www.discovernetwork.com/en-us/

MasterCard Worldwide

www.mastercard.com/us/merchant/support/rules.html

Visa Inc.

<https://usa.visa.com>

PayPal™

<https://www.paypal.com/us/webapps/mpp/accept-payments-online>

Part I

The first step of a transaction actually begins before a customer even decides to make a purchase. This part of Your Payments Acceptance Guide reviews steps you'll need to take to ensure customers are informed of their payment options and understand the terms of sale. You'll also find tips and important reminders for validating cards in order to reduce the risk of fraud. Finally, specific procedures for accepting debit and EBT payments are outlined. If you have questions about anything discussed in this guide, please contact Customer Service at the number located on your merchant services statement.

1. Use of Payments Organizations' Brands**DO'S**

- do prominently display relevant trademarks of the payments organizations at each of your locations, in catalogs, on websites and on other promotional material.
- do only use the official trademarks of ours and of the payments organizations in the official format.

DON'TS

- don't indicate that we or any payments organization endorses your goods or services.
- don't use the trademarks of any payments organization after: your right to accept the cards of that payment organization has ended; or that payment organization has notified you to stop using their trademarks.
- don't use the trademarks of ours or of the payments organizations in any way that injures or diminishes the goodwill associated with the trademarks.
- don't use our trademarks or the trademarks of the payments organizations in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

For special rules applying to the treatment of the American Express brand, please refer to Appendix 2.

2. Point of Sale (POS) Reminders**Do clearly and conspicuously:**

- disclose all material terms of sale prior to obtaining an authorization;
- at all points of interaction inform cardholders which entity is making the sales offer, so that the cardholders can clearly distinguish you from any other party involved in the interaction; and
- disclose any discount/incentive for customers to pay with cash, check, credit card or debit card and so on. Any such discount/incentive must be offered to all customers with no special treatment for any card brand or card issuing bank.

If you accept orders via the Internet, your website must include the following information in a prominent manner:

- a complete description of the goods or services offered;
- details of your (i) delivery policy; (ii) consumer data privacy policy; (iii) cancellation policy; and (iv) returns policy;

- the transaction currency (US dollars, unless permission is otherwise received from Servicers);
- the customer service contact, including email address and telephone number;
- your address, including country;
- the transaction security used on your website;
- any applicable export or legal restrictions;
- your identity at all points of interaction with the cardholder; and
- the date on which any free trial period ends.

If you limit refund/exchange terms or impose other specific conditions for card sales, you must clearly print (in 1/4" letters) the words "No Exchange, No Refund," etc. on the sales draft near or above the cardholder's signature, both on the cardholder's copy and your copy. During a liquidation or closure of any of your outlets, locations or businesses, you must post signs clearly visible to customers stating that "All Sales Are Final," and stamp the sales draft with a notice that "All Sales Are Final."

3. Validating the Cards**Transactions where the cardholder is present - 'Card Present' transactions**

You must check the card if the cardholder is present at the point of sale;

- verify that the card is legitimate and valid;
- verify that the card is not visibly altered or mutilated;
- capture card data using the POS device by inserting the card (chip card), swiping the card (magnetic stripe), or tapping/waving the card (contactless).
- ensure that the cardholder either enters their PIN using the keypad or provides their signature;
- verify that the signature is identical to the name and signature on the card (if a signature is provided);
- verify the card's valid from date (if applicable) and the expiration date;
- verify that the card number and expiration date on the card are the same as on the transaction receipt and the number displayed on the POS device;
- verify that the name on the transaction receipt is the same as the name on the front of the card (if applicable); and
- ensure that the cardholder appears to be the person shown in the photograph (for cards with a photograph of the cardholder).

If the signature panel on the card is blank, you must:

- review positive identification bearing the cardholder's signature (for example, a current passport or driver's license) to validate the cardholder's identity;
- require the cardholder to sign the signature panel of the card prior to completing the transaction;

Transactions where the cardholder is not present - 'Card Not Present' transactions

This section applies to any transaction where the cardholder is not present, such as mail, telephone, Internet and E-commerce.

You may only conduct Internet transactions if you have notified us in advance and received approval.

DO'S

- do obtain the card account number, name as it appears on the card, expiration date of the card, and the cardholder's statement address.
- do use the Address Verification Service (AVS). If you do not have AVS, contact Customer Service immediately.
- do clearly print the following on the sales draft, and provide a copy to the cardholder at the time of delivery:
 - the last four digits of the cardholder's account number;
 - the date of transaction;
 - a description of the goods and services;
 - the amount of the transaction (including shipping, handling, insurance, etc.);
 - the cardholder's name, billing address and shipping address;
 - the authorization code;
 - your name and address (city and state required); and
 - for mail orders write "MO" and for telephone orders write "TO" on the cardholder's signature line.
- do obtain proof of delivery of the goods or services to the address designated by the cardholder or, if the cardholder collects the goods or services in person, obtain an imprint of the card and the cardholder's signature.
- do notify the cardholder of delivery time frames and special handling or cancellation policies.
- do ship goods within 7 days from the date on which authorization was obtained. If delays are incurred (for example, out of stock) after the order has been taken, notify the cardholder and obtain fresh authorization of the transaction.

- do use any separate merchant identification numbers provided to you for Internet orders in all your requests for authorization and submission of charges.
- do provide at least 1 month's prior written notice to your acquirer of any change in your Internet address.

DON'TS

- don't exceed the percentage of your total payment card volume for Card Not Present sales, as set out in your application.
- don't submit a transaction for processing until after the goods have been shipped or the service has been provided to the cardholder - the only exception to this is where the goods have been manufactured to the cardholder's specifications and the cardholder has been advised of the billing details.
- don't accept card account numbers by electronic mail.
- don't require a cardholder to complete a postcard or other document that displays the cardholder's account number in clear view when mailed or send any mailing to a cardholder that displays personal information in clear view.

It is also recommended that, if feasible, you obtain and keep a copy on file of the cardholder's signature authorizing you to submit telephone and mail order transactions.

Address Verification Service (AVS) (and other fraud mitigation tools such as Verified by Visa®, MasterCard® Secure Code, Discover Protect Buy®, American Express® SafeKey, Card Validation Codes and Card Identification) does not guarantee against chargebacks; but, if used properly, they assist you in reducing the risk of fraud by confirming whether certain elements of the billing address provided by your customer match the billing address maintained by the card issuing bank. AVS also may help you avoid incurring additional interchange expenses. AVS is a separate process from obtaining an authorization and will provide a separate response. A transaction may be authorized regardless of the AVS response. It is your responsibility to monitor the AVS responses and use the information provided to avoid accepting high-risk transactions.

If a disputed charge arises for a transaction conducted over the Internet or electronically, a chargeback may be exercised for the full amount.

For Discover Network transactions, please refer to Appendix 3 for the Discover Network protocol for Internet transactions.

Customer - activated terminals and self-service terminals

Transactions processed at customer-activated terminals and self-service terminals have specific requirements for processing. You must contact Customer Service for approval and further instructions before conducting customer- activated terminal transactions or self-service terminal transactions.

4. Transaction Guidelines

DO'S

- do only present for payment valid charges that arise from a transaction with a bona fide cardholder.

DON'TS

- don't set a minimum transaction amount of more than \$10 for any credit cards or of any amount for debit cards.
- don't set a maximum transaction amount for any credit cards.
- don't establish any special conditions for accepting a card.
- don't make any cash disbursements or cash advances to a cardholder as part of a transaction with the exception of the Discover Network Cash Over service.
- don't accept any direct payments from cardholders for goods or services which have been included on a sales draft;
- don't require a cardholder to supply any personal information for a transaction (for example, phone number, address, driver's license number) unless (i) instructed by the Voice Authorization Center; (ii) presented an unsigned card; or (iii) processing a Card Not Present transaction don't submit any transaction representing the refinance or transfer of an existing cardholder obligation which is deemed uncollectible, for example, a transaction that has been previously charged back, or to cover a dishonored check.
- don't submit sales drafts or credit drafts transacted on the personal card of an owner, partner, officer or employee of your business establishment or of a guarantor who signed your application form, unless such transaction arises from a bona fide purchase of goods or services in the ordinary course of your business.
- don't carry out factoring, that is, the submission of authorization requests or sales drafts for card transactions transacted by another business.

5. Security

You are responsible for maintaining the security of your POS devices and for instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions.

Please comply with the data security requirements shown below:

DO'S

- do install and maintain a secure firewall configuration to protect data.
- do protect stored data, and do encrypt transmissions of data sent across open/public networks, using methods indicated in the Payment Card Industry Data Security Standard (PCI DSS) which is available at: www.pcisecuritystandards.org.

- do use and regularly update anti-virus software and keep security patches up-to-date.
- do restrict access to data by business "need to know". Assign a unique ID to each person with computer access to data and track access to data by unique ID.
- do regularly test security systems and processes.
- do maintain a policy that addresses information security for employees and contractors.
- do restrict physical access to cardholder information.
- do destroy or purge all media containing obsolete transaction data with cardholder information.
- do keep all systems and media containing card account, cardholder, or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party.
- do use only those services and devices that have been certified as PCI-DSS compliant by the payment organizations.

DON'TS

- don't use vendor-supplied defaults for system passwords and other security parameters.
- don't transmit cardholder account numbers to cardholders for Internet transactions.
- don't store or retain card verification codes (three digit codes printed in the signature panel of most cards and a four digit code printed on the front of an American Express card) after final transaction authorization.
- don't store or retain magnetic stripe data, PIN data, chip data or AVS data - only cardholder account number, cardholder name and cardholder expiration date may be retained subsequent to transaction authorization.

For Internet transactions, copies of the transaction records may be delivered to cardholders in either electronic or paper format.

6. TransArmor Services

If you are receiving TransArmor services from us, the important DOs and DON'Ts listed below apply to you:

DO'S

- do comply with the payments organization rules, including PCI DSS.
- do demonstrate and maintain your current PCI DSS compliance certification. Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), as applicable, and if applicable to your business, passing quarterly network scans performed by an Approved Scan Vendor, all in accordance with payments organization rules and PCI DSS.
- do ensure that all third parties and software that you use for payment processing comply with the PCI DSS.
- do deploy the data protection solution (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout your systems including replacing existing card numbers on your systems with tokens.
- do use the token instead of card numbers for ALL activities after you receive the authorization response, including settlement processing, retrieval processing, chargeback and adjustment processing, and transaction reviews.
- do ensure that any POS device, gateway or VAR is certified by us for use with the data protection solution. If you are uncertain whether your equipment is compliant, contact a customer service representative at 866-359-0978.
- if you send or receive batch files containing completed card transaction information to/from us, do use the service we provide to enable the files to contain only tokens or truncated information.
- do use truncated report viewing and data extract creation within reporting tools provided by us.
- do follow rules or procedures we give you periodically regarding your use of the data protection solution.
- do promptly notify us of a breach of any these terms.

DON'TS

- don't retain full card numbers, whether in electronic form or hard copy.
- don't use altered version(s) of the data protection solution.
- don't use, operate or combine the data protection solution or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with the uses contemplated in this section.

7. Debit Cards

When accepting debit cards, you'll need to follow the specific requirements for each debit network, as well as, the general requirements set out in this section.

DO'S

- do read the account number electronically from the magnetic stripe/chip for transactions authenticated with a PIN. If the magnetic stripe/chip is unreadable, you must request another form of payment from the cardholder.
- do obtain a signature if PIN authentication is not supported or available.

DON'TS

- do not process a credit card transaction in order to provide a refund on a debit card transaction.
 - don't complete a debit card transaction without:
 - entry of the PIN by the cardholder (and no one else); or
 - signature by the cardholder (and no one else)
- Unless the transaction is a "no-signature" signature debit transaction or a "PINless" PIN debit transaction specifically supported by the debit network.
- don't accept the PIN from the cardholder verbally or in written form.
 - don't manually enter the account number for PIN debit transactions. Signature debit transactions may be key entered if you are unable to swipe the card.

The debit network used to process your debit transaction will depend upon, among other things, our own business considerations, the availability of the debit network at the time of the transaction, and whether a particular debit card is enabled for a particular debit network.

The debit network used to route your transaction may or may not be the lowest cost network available. We may in our sole discretion:

- use any debit network available to us for a given transaction (including any of our affiliated PIN debit networks); and
- add or remove debit networks available to you based on a variety of factors including availability, features, functionality and our own business considerations.

YOU ARE RESPONSIBLE FOR SECURING YOUR POS DEVICES AND FOR IMPLEMENTING APPROPRIATE CONTROLS TO PREVENT EMPLOYEES OR OTHERS FROM SUBMITTING CREDITS AND VOIDS THAT DO NOT REFLECT BONA FIDE RETURNS OR REIMBURSEMENTS OF PRIOR TRANSACTIONS.

You may offer cash back to your customers when they make a PIN debit card purchase. You may set a minimum and maximum amount of cash back that you will allow. If you are not currently offering this service, your POS device may require additional programming to begin offering cash back as long as it is supported by the debit network.

You must reconcile your accounts for each location daily and notify us within 24 hours of any issues.

An adjustment is a transaction that is initiated to correct a debit card transaction that has been processed in error. For signature debit transactions (including "no-signature" signature debit transactions), both the cardholder and the card issuing bank have the right to question or dispute a transaction. If these questions or disputes are not resolved, a chargeback may occur. You are responsible for all adjustment and chargeback fees that may be charged by a debit network.

An adjustment may be initiated for many reasons, including:

- the cardholder was charged an incorrect amount, whether too little or too much;
- the cardholder was charged more than once for the same transaction;
- a processing error may have occurred that caused the cardholder to be charged even though the transaction did not complete normally at the point of sale; or
- a cardholder is disputing the goods or services provided.

All parties involved in processing adjustments and chargebacks are regulated by timeframes that are specified in the operating rules of the applicable debit network, the Electronic Funds Transfer Act, Regulation E, and other applicable law.

8. Electronic Benefit Transfer (EBT) Transactions

We offer electronic interfaces to Electronic Benefit Transfer (EBT) networks for the processing, settlement and switching of EBT transactions initiated through the use of a state-issued EBT card at your point of sale terminal(s) so that EBT recipients may receive EBT benefits.

EBT benefits may comprise:

- United States Department of Agriculture, Food and Nutrition Service (FNS),
- Supplemental Nutrition Assistance Program (SNAP),
- Women, Infants and Children Benefits (WIC Benefits), or
- Government delivered cash

If you accept EBT transactions or provide EBT benefits:

DO'S

- do provide EBT benefits to EBT recipients in accordance with applicable law and the procedures set out in the Quest rules, in the amount authorized through your terminal, upon presentation by an EBT recipient of an EBT card and such EBT recipient's entry of a valid PIN.
- do use POS Terminals, PIN pad and printer or other equipment that meet required standards (including those set out in the Quest rules) during your normal business hours and in a manner consistent with your normal business practices.
- do comply with the procedures set out in the Quest rules for authorization of EBT benefits if your terminal fails to print EBT benefit issuance information as approved and validated as a legitimate transaction.
- do provide a receipt for each EBT transaction to the applicable EBT recipient.
- do provide EBT benefits for EBT recipients from all states.

- do notify us promptly if you plan to stop accepting EBT cards and providing EBT benefits or if you are unable to comply with this section or the Quest rules.
- do adequately display any applicable state's service marks or other licensed marks, including the Quest marks, and other materials supplied by us in accordance with the standards set by the applicable state.
- do use any marks only to indicate that EBT benefits are issued at your location(s).
- do maintain adequate cash on hand to issue EBT service provider authorized cash benefits.
- do issue cash benefits to EBT recipients in the same manner and to the same extent cash is provided to your other customers.

DON'TS

- don't accept EBT cards or provide EBT benefits at any time other than in compliance with this section or the Quest rules.
- don't designate and direct EBT recipients to special checkout lanes restricted to use by EBT recipients unless you also designate and direct other customers to special checkout lanes for debit cards, credit cards or other payment methods such as checks other than cash.
- don't resubmit any EBT card transaction except as specifically permitted by the applicable Quest rules and procedures.
- don't accept any EBT card for any purpose other than providing EBT benefits, including accepting an EBT card as security for repayment of any EBT recipient obligation to you. If you violate this requirement, you will be obligated to reimburse the state or us for any EBT benefits unlawfully received by either you or an EBT recipient to the extent permitted by law.
- don't dispense cash for FNS, SNAP and WIC Benefits.
- don't disclose individually identifiable information relating to an EBT recipient or applicant for EBT benefits without prior written approval of the applicable state.
- don't use the marks of any EBT service provider without prior written approval from such EBT service provider.
- don't indicate that we, any state, or its EBT service provider endorse your goods or services.
- don't require, or in your advertising suggest, that any EBT recipient must purchase goods or services from you as a condition to receiving cash benefits, unless such condition applies to other customers as well.

You must take sole responsibility for the provision of any EBT benefits other than in accordance with authorizations received from the EBT service provider.

If an authorized terminal is not working or the EBT system is not available:

DO'S

- do manually accept EBT cards and manually provide EBT benefits in the amount authorized through the applicable EBT service provider to the EBT recipients at no cost to the EBT recipients upon presentation by an EBT recipient of their EBT card.
- do obtain an authorization number for the amount of the purchase from the applicable EBT service provider while the respective EBT recipient is present and before you provide the EBT recipient with any FNS, SNAP and WIC benefits, or cash benefits, as applicable.
- do properly and legibly enter the specified EBT recipient, clerk and sales information, including the telephone authorization number, on the manual sales draft.
- do clear all manual vouchers authorizations on your point of sale terminal within 14 days after the date of applicable voice authorization. If a voucher expires before it has been cleared by your terminal for payment, no further action can be taken to obtain payment for the voucher.

DON'TS

- don't attempt to voice authorize a manual EBT transaction if the EBT recipient is not present to sign the voucher. The EBT recipient must sign the voucher. You must give a copy of the voucher to the EBT recipient at the time of authorization and retain one copy for your records.
- don't re-submit a manual sales draft for payment for a transaction if you have not received an authorization number.
- don't mail vouchers requesting payment.

You must take sole responsibility for (and you will not be reimbursed in respect of) a manual transaction if you fail to obtain an authorization number from the applicable EBT service provider in accordance with this section or otherwise fail to process the manual transaction in accordance with the Quest rules, except as specifically provided in the Quest rules.

This part of Your Payments Acceptance Guide reviews essential elements of a transaction, including authorizations, issuing refunds and exchanges, and handling special transactions like recurring payments. You'll also find information about chargebacks and processes to put in place to avoid chargebacks. Feel free to contact Customer Service with any questions that arise as you review this information.

9. Authorizations

General

- You must obtain an authorization approval code from us for all transactions.
- A positive authorization response remains valid for the timeframe set out in section 19.
- An authorization approval code only indicates the availability of funds on an account at the time the authorization is requested. It does not indicate that the person presenting the card is the rightful cardholder, nor is it a promise or guarantee that you will not be subject to a chargeback or adjustment.
- You must not attempt to obtain an authorization approval code from anyone other than us, unless we have authorized you to use a third party authorization system as set out in section 9. An authorization approval code from any other source may not be valid.
- If you use Address Verification Services (AVS), you must review the AVS response separately from the authorization response and make your own decision about whether to accept the transaction. A transaction may receive an authorization approval code from the card issuing bank even if AVS is unavailable or reflects that the address provided to you does not match the billing address on file at the card issuing bank.
- If you receive a referral response to an attempted authorization, for American Express transactions you must not:
 - submit the transaction without calling for and receiving a voice authorization; and
 - attempt another authorization on the same card through your POS device.
- You must not attempt to obtain multiple authorizations for a single transaction. If a sale is declined, do not take alternative measures with the same card to obtain an approval of the sale from other authorization sources. Instead, request another form of payment.
- If you fail to obtain an authorization approval code or if you submit a card transaction after receiving a decline (even if a subsequent authorization attempt results in an authorization approval code), your transaction may result in a chargeback and it may be assessed fines or fees by the payments organizations for which you will be responsible. Fees currently range from \$25 to \$150 per transaction.
- You will be charged for a request for an authorization approval code (where applicable), whether or not the transaction is approved.
- For card present transactions, it is highly recommended that you use your electronic authorization device to swipe (magnetic stripe), tap/wave (contactless) or insert (chip) cards.

Card Not Present transactions

It is highly recommended that you obtain the three digit card verification code on the back of the card (or the four digit verification code on the front of American Express cards) and that you include this code with each card not present authorization request unless the transaction is a recurring transaction.

For recurring transactions, submit the card verification code only with the first authorization request and not with subsequent authorization requests.

For American Express Card Not Present transactions, please also refer to Appendix 2.

For Discover Network Card Not Present transactions, please also refer to Appendix 3.

PayPal does not allow Card Not Present transactions.

Authorization via telephone (other than terminal/electronic device users)

- You must call your designated Voice Authorization Toll Free Number and enter the authorization information into the VRU using a touch tone phone or hold for an authorization representative.
- If the Voice Authorization Center asks you to obtain identification from the cardholder before issuing an approval code, you must clearly write the appropriate identification source and numbers in the space provided on the sales draft.
- If the Voice Authorization Center asks you to confiscate a card, do not take any action that will alarm or embarrass the card presenter, and send the card to Rewards Department, P.O. Box 5019, Hagerstown, MD 21740. You may be paid a reward for the return of the card.
- If the sale is declined, please remember that our operators are only relaying a message from the card issuing bank. The fact that a sale has been declined must not be interpreted as a reflection of the cardholder's creditworthiness. You must instruct the cardholder to call the card issuing bank.

Authorization via electronic devices

- If you use an electronic terminal to obtain authorization approval codes, you must obtain the authorization approval codes for all sales through this equipment.
- If your terminal malfunctions, please refer to your Quick Reference Guide or call the POS Help Desk. Please remember to check your terminal periodically because most terminal problems are temporary in nature and are quickly corrected.

- If a terminal is moved or if wires are disconnected, causing malfunction, call the POS Help Desk immediately and follow their instructions. You may be responsible for any service charges incurred for reactivation of the terminal.
- Until the terminal becomes operable, you must call your designated Voice Authorization Toll Free Number and enter authorization information into the VRU using a touchtone phone. During this time, each transaction must be imprinted using a manual Imprinter machine.

Third party authorization systems

If you have contracted to use one of our authorization services, you must not use another third party authorization system without notifying Customer Service. Otherwise, we will be unable to successfully research and defend any authorization related chargebacks on your behalf. This delay will significantly decrease your time to research and provide proof of authorization, thus reducing your opportunity to reverse a chargeback.

If you use another authorization network:

- you will be responsible for the downgrade of any transactions to a higher cost interchange that result from any mismatch of information to our systems and those of third party authorization networks.
- liability resulting from discrepancies with that network must be resolved between you and that network. We will not research chargebacks resulting from authorization approval codes obtained from another authorization service organization. Such chargebacks will be passed through to you for resolution. If an authorization provided by a third party authorization system is challenged in a chargeback, you must obtain proof (for example, third party authorization logs) from the authorization source and submit it to us within the time frame specified on the chargeback documentation.

Call the following for other card types, each of which is available 24 hours/day; 7 days/week:

American Express Direct	1-800-528-2121
JCB, International (For YEN and CAD currency only)	1-800-522-9345
TeleCheck	1-800-366-5010
Voyager	1-800-987-6589
WEX	1-800-842-0071

You must enter manually all approved sales that have been authorized in this manner as "post authorization" transactions into the terminal, once the terminal becomes operational. You must enter all credit transactions into the terminal for data capture. If you receive a referral and subsequently receive an approval, you may be subject to a chargeback. You must imprint the card using a manual imprinter machine to reduce the risk of such a chargeback. For specific procedures on electronic data capture, refer to the Terminal Operating Instructions/Users Guide. If the terminal malfunctions for more than 24 hours, contact Customer Service for further instructions on processing your transactions.

Automated dispensing machines

You must produce records for all transactions originating with automated dispensing machines or limited amount terminals. Such records must include the last four digits of the cardholder account number, merchant's name, terminal location, transaction date, identification of transaction currency, transaction type (purchase), authorization code, and amount.

For Discover Network transactions, please refer to Appendix 3 for instructions on how to cancel an authorization.

For PayPal transactions, please refer to Appendix 4 instructions on how to cancel an authorization.

Partial authorization and authorization reversal

Partial authorization provides an alternative to a declined transaction by permitting a card issuing bank to return an authorization approval for a partial amount. This amount is less than the transaction amount requested because the available card balance is not sufficient to approve the transaction in full. The cardholder is able to use the funds remaining on the card to pay for a portion of the purchase and select another form of payment (in other words, another payment card, cash, check) for the remaining balance of the transaction.

- for MasterCard transactions, partial authorization is optional for batch authorized e-commerce transactions, mail order, telephone order transactions and recurring payment transactions.
- for Discover transactions, partial authorization support is optional for Card Not Present transactions. If you support partial authorizations, a partial authorization indicator must be included in each authorization request.

You must submit an authorization reversal if the authorization is no longer needed, a partial amount of the total authorized is submitted for the settled transaction, or the cardholder elects not to complete the purchase. The transaction sent for settlement must be no more than the amount approved in the partial authorization response. If you wish to support partial authorization functionality, you must contact Customer Service for additional rules and requirements.

10. Special Types of Transactions

Payment by installments

If a cardholder makes a deposit toward the full amount of the sale price and pays the balance upon delivery, please follow the procedures set out in this section.

DO'S

- do execute two separate sales drafts and obtain an authorization for each sales draft on each transaction date;
- do indicate on each sales draft:
 - whether it is for the deposit or the balance of payment; and
 - the authorization date and approval code.
- do submit and seek authorization of each delayed delivery transaction under the same merchant identification number and treat deposits on the card no differently than you treat deposits on all other payment products.
- do complete Address Verification for each "balance" authorization.
- do obtain proof of delivery upon delivery of the services/merchandise purchased.

DON'TS

- don't submit sales data to us relating to the "balance" until the goods have been completely delivered or the services fully provided.

If delivery occurs after the timeframes set out in section 19, you must obtain a new authorization for the unprocessed portion of the transaction prior to delivery. If the transaction is declined, contact the cardholder and request another form of payment.

For example: On January 1, a cardholder orders \$2,200 worth of furniture and you receive an authorization for the full amount; however, only a \$200 deposit is processed leaving a \$2,000 balance remaining on the furniture. An authorization reversal must be processed for \$2,000. When the goods are available to ship, the \$2,000 transaction balance must be reauthorized.

Advance payment charges

If you permit or require cardholders to make advance payment charges for the following types of goods or services, please follow the procedures set out in this section:

- custom orders (for example, orders for goods to be manufactured to a customer's specifications);
- ticketing for events or entertainment (for example, sporting events, or concerts);
- tuition, room, board, and other mandatory fees (for example, library or other students services fees at universities);
- tickets for airlines, rail lines, cruise lines, lodging, and other travel-related services (for example, tours or guided expeditions); and
- vehicle rentals; or
- in store merchandise not immediately available (for example, merchandise pre-purchased for an upcoming sale event or merchandise on layaway)

For all advance payment transactions:

- do state your full cancellation and refund policies;
- do clearly disclose your intention to receive advance payment;
- before you request an authorization, do obtain written consent from the cardholder to bill the card for an advance payment charge;

The cardholder's consent must include (1) a detailed description of the goods or services to be provided, and (2) his or her agreement to all of the terms of the sale (including price, any cancellation or refund policies), and the expected delivery date of the goods or services;

- do obtain an authorization approval;
- do complete a sales draft: and
- if you cannot deliver the goods or services (for example, because custom-ordered merchandise cannot be fulfilled) and cannot make other arrangements, do immediately issue a credit for the full amount of the advance payment charge.

For Card Not Present transactions involving an advance payment:

- do ensure that the sales draft contains the words "Advance Payment,"; and
- within 24 hours of the advance charge being authorized, do provide the cardholder with written confirmation (for example, by email or facsimile) that advance payment charge has been made, the written confirmation must include (1) a detailed description of the goods or services to be provided; (2) the amount of the charge; (3) the confirmation number (if applicable); (4) the details of any cancellation or refund policies; and (5) the expected delivery date of the goods or services.

Recurring transactions

If you process recurring transactions and charge a cardholder's account periodically for recurring goods or services (for example, yearly subscriptions and annual membership fees, etc.), please follow the procedures set out in this section.

DO'S

- do obtain cardholder approval for such goods or services to be charged on an ongoing basis to the cardholder's account. Approval must at least specify:
 - the cardholder's name, address, account number and expiration date,
 - the transaction amounts,
 - the timing or frequency of recurring charges,
 - the duration of time for which the cardholder's approval is granted, and for Discover Network and PayPal transactions, the total amount of recurring charges to be billed to the cardholder's account, (including taxes and tips) and your merchant identification number,

- do obtain an authorization for each transaction.
- do include the recurring payment indicator in each authorization request, and as applicable, each batch submission entry.
- do indicate on the sales draft "Recurring Transaction" (or "P.O." for MasterCard transactions) in lieu of the cardholder's signature.
- for Discover Network and PayPal recurring transactions, do include a toll-free customer service number that the cardholder can call to cancel his/her approval for the recurring transaction or to obtain other assistance relating to the recurring transaction.

DON'TS

- don't include partial payments for goods or services purchased in a single transaction.
- don't impose a finance charge in connection with the recurring transaction or preauthorized order.
- don't complete a recurring transaction after receiving a cancellation notice from the cardholder or card issuing bank or after a request for authorization has been denied.

It is highly recommended that you obtain the three digit card verification code on the back of the card (or the four digit verification code on the front of American Express cards), include the number with the first authorization request. This is not required for subsequent authorization requests.

A positive authorization response for one recurring transaction is not a guarantee that any future recurring transaction authorization request will be approved or paid.

If the recurring transaction is renewed, you must obtain from the cardholder a new written request for the continuation of such goods or services to be charged to the cardholder's account.

If you or we have terminated your right to accept cards, you must not submit authorization requests or sales data for recurring transactions that are due after the date of such termination.

For American Express transactions please also see Appendix 2.

Stored payment credentials

If you store information (including, but not limited to, an account number or payment token) to process future purchases on behalf of the cardholder, follow the procedures set out in this section.

DO'S

- do include the appropriate data values when a payment credential is being stored for the first time.
- do include the appropriate data values when a payment credential is being used to initiate a stored credential transaction.
- do include the appropriate data values when a payment credential is being used to identify an unscheduled credentials on file transaction.
- do submit a valid authorization if an amount is due at the time the payment credential is being stored.
- do submit an authorization verification if no payment is due at the time the payment credential is being stored.

DON'TS

- don't store a payment credential if either the first payment transaction or account verification is declined.

Card checks

If you accept card checks, you must treat checks from all the payment organizations that you accept equally (for example, if you accept MasterCard and American Express, your check acceptance policy must treat checks for both of these payment organizations equally). You should handle these card checks like any other personal check drawn upon a bank in the United States.

11. Sales Drafts

DO'S

- do prepare a sales draft for each transaction and provide a copy of the sales draft or transaction receipt to the cardholder at the time the card transaction is completed. An exception is eligible transactions participating in any of the 'no signature required' programs.
- do only collect transaction data provided directly to you by the cardholder.
- do include all of the following information on a single page document constituting the sales draft:
 - the cardholder's account number;
 - cardholder's signature, unless you participate in any of the 'no signature required' programs Mastercard, Discover, and American Express do not require you to obtain signatures at the point-of-sale for credit or debit transactions unless required by law
 - date of the transaction;
 - the total amount of the transaction, including any taxes to be collected, in the approved currency of the sale;
 - description of the goods or services involved in the transaction—if there are too many items, combine them into one description; (for example, "clothing") to ensure that all information is contained on a single page;

- description of your merchandise return and credit/refund policy;
- a valid authorization code;
- Merchant's Doing Business As ("D/B/A") name and location (city and state required) and merchant identification number. The merchant identification number is optional but if provided for Discover, include only the last four digits; and
- if the card has a magnetic stripe and the POS device fails to read the magnetic stripe, or if you are required to obtain a voice authorization, you must also use a manual imprinting machine to make a clear impression of the card on the same side of the signed sales draft. If you work in the face-to-face sales environment, you may include the card verification code in the authorization request for US domestic key-entered transactions in lieu of taking a manual card imprint, except for Discover

DON'TS

- don't include the card expiration date or any more than the last four digits of the card number in the copy of the sales draft which you provide to the cardholder.
- when imprinting sales drafts, you must not alter the cardholder account number, circle or underline any information on the sales draft or alter a sales draft in any way after the transaction has been completed and signed. Stray marks and other alterations on a sales draft may result in it becoming unreadable or illegible.

If you participate in the Visa Easy Payment Service ("VEPS") (Visa's 'no signature required' program), Quick Payment Service or Small Ticket, you are only required to provide the cardholder with the completed sales draft when requested by the cardholder.

If you are operating under certain merchant category codes ("MCC") approved by a payment organization, you are not required to:

- provide a transaction receipt, unless requested by the cardholder; and
- obtain the cardholder's signature provided that you transmit the full track data in the authorization request and the sale amount is below the applicable program floor limit:
 - STAR - \$50 or less; and
 - Visa - \$25 or less, with the exception of grocery stores (MCC 5411) and discount stores (MCC 5310) for which the floor limit is \$50.

12. Refunds

DO'S

- do provide clear instructions to your customers regarding returns, including the following:
 - customer service telephone number;
 - reference number for the return;
 - expected processing time for the credit;
 - return address, preferably on a pre-formatted shipping label (if applicable).
- do document your cancellation policy and terms and conditions on the contract the cardholder signs, or on your website, as applicable.
- do create a credit draft containing the following information for every refund:
 - the account number;
 - the cardholder's name;
 - your name, city, state and merchant identification number. Merchant identification number is optional but if provided for Discover only include the last 4 digits
 - transaction type;
 - a description of the goods or services;
 - the transaction date of the credit; the total amount of the credit; and
 - for Discover Network transactions, the approved currency used and the signature of your authorized representative or employee.
 - for PayPal transactions, the approved currency used and the signature of your authorized representative or employee.
- do submit all credit drafts to us within the timeframes set out in section 19;
- do submit each credit under the establishment where the credit originated;
- do provide full refunds for the exact dollar amount of the original transaction including tax, handling charges, etc., and in no circumstances provide a refund amount for more than the original card sale amount;
- do write clearly all amounts and other handwritten information - stray marks on the credit draft will render it illegible.
- if the card cannot be swiped for any reason, do imprint the credit draft with the same card used by the cardholder to make the original purchase when applicable.
- do ensure that the cardholder signs the credit draft, give the cardholder the appropriate copy, and deposit the credit draft immediately.
- do include the last 4 digits of the merchant identification number for Discover transactions.

DON'TS

- don't circle or underline any information on the credit draft.
- don't credit an account that differs from the account used for the original transaction.
- don't include the card expiration date or any more than the last four digits of the card number in the copy of the credit draft which you provide to the cardholder.

- don't give cash, check credit refunds or other consideration for card sales, with the exception of the following type of Visa transactions only:
 - Visa Easy Payment Service Transaction (Visa's 'no signature required' program);
 - the recipient of the gift is not the cardholder; or
 - Visa prepaid card transaction if the cardholder states that the Visa prepaid card has been discarded.
- don't intentionally submit a sale and an offsetting credit at a later date solely for the purpose of debiting and crediting your own or a customer's account;
- don't process a credit transaction after a chargeback has been received.

Authorization is not required for credits.

Your website must communicate your refund policy to your customers and require your customers to select a "click-to-accept" or other affirmative button to acknowledge the policy. The terms and conditions of the purchase must be displayed on the same screen view as the checkout screen that presents the total purchase amount, or within the sequence of website pages the cardholder accesses during the checkout process.

For American Express transactions, please also refer to Appendix 2.

13. Exchanges

For an even exchange, no additional paperwork is necessary and you may simply follow your standard company policy.

For an uneven exchange, you must complete a credit draft, and follow the procedures outlined in section 11 for the total amount of the goods returned. The cardholder's account will be credited for that amount. Then, complete a new sales draft for the total amount of any new goods purchased.

14. Chargebacks, Retrievals and Other Debits

Chargebacks

Both the cardholder and the card issuing bank have the right to question or dispute a transaction. If such questions or disputes are not resolved, a chargeback may occur. You are responsible for all chargebacks, our chargeback fees and related costs arising from your transactions. As a result, we will debit your settlement account or settlement funds for the amount of each chargeback.

Due to the short time frames and the supporting documentation necessary to successfully (and permanently) reverse a chargeback in your favor, we strongly recommend that:

- you adhere to the guidelines and procedures outlined in this guide;
- if you do receive a chargeback, investigate, and if you dispute the chargeback, submit the appropriate documentation within the required time frame;
- whenever possible, contact the cardholder directly to resolve the dispute (except with respect to a Discover Network cardholder with whom direct contact regarding the dispute is prohibited by Discover Network Card Organization Rules); and
- if you have any questions, call Customer Service.

You must not process a credit transaction once a chargeback is received, even with cardholder authorization, as the credits may not be recoverable and you may be financially responsible for the credit as well as the chargeback. Instead, the card issuing bank will credit the cardholder's account.

Chargeback process

If the card issuing bank submits a chargeback, we will send you a chargeback notification, which may also include a request for transaction documentation. Due to the short time requirements imposed by the payments organizations, it is important that you respond to a chargeback notification and transaction documentation request within the time frame set out in the notification.

Upon receipt of a transaction documentation request, you must immediately retrieve the requested sales draft(s) using the following guidelines:

- make a legible copy, centered on 8-1/2 x 11-inch paper (only 1 sales draft per page);
- write the 'case number' from the request for transaction documentation on each copy/page;
- if applicable, make copies of a hotel folio, car rental agreement, mail/phone/Internet order form, or other form of receipt;
- if a credit transaction has been processed, make a copy of the credit draft;
- letters are not acceptable substitutes for sales drafts;
- fax or mail legible copies of the sales draft(s) and credit drafts, if applicable, to the fax number or mail address provided on the request form;
- if you fax your response, please (i) set your fax machine to print your fax number and name on the documents that you send, and (ii) set the scan resolution on your fax machine to the highest setting. We can use this information to help determine where the documentation received originated from if additional research is required, and the higher resolution setting improves the clarity of characters and graphics on the documentation transmitted and helps reduce the number of illegible fulfillments and chargebacks.

We strongly recommend that you also include a detailed rebuttal letter along with all pertinent documents when responding to a transaction request or a chargeback notification for example, rental agreement, imprinted portion of the invoice or sales draft; the portion

signed by the cardholder; and the area where the authorization codes, with amounts and dates, are located).

If the information you provide is both timely and, in our sole discretion, sufficient to warrant a re-presentation of the transaction or reversal of the chargeback, we will do so on your behalf. However, a re-presentation or reversal is ultimately contingent upon the card issuing bank and/or cardholder accepting the transaction under applicable payment organization guidelines. Re-presentation or reversal is not a guarantee that the chargeback has been resolved in your favor.

If we do not receive a clear, legible and complete copy of the transaction documentation within the timeframe specified on the request, you may be subject to a chargeback for “non-receipt” for which there is no recourse.

If you do not dispute the chargeback within the time limits set by the payments organization rules and regulations, you will forfeit your reversal rights. Our only alternative, which is available for Visa and MasterCard transactions only, is to attempt a “good faith collection” to the card issuing bank on your behalf for non-fraud chargeback reason codes. This process can take up to 6 months and must meet the card issuing bank’s criteria (for example, at or above a set dollar amount). Good faith collection attempts are not a guarantee that any funds will be collected on your behalf. Card issuing banks normally charge good faith collection fees, which are deducted from the transaction amount if accepted in addition to any processing fees that are charged by us.

The card issuing bank may charge a handling fee which will be debited from your settlement account or settlement funds if a transaction documentation request results from a discrepancy between the sales draft and the transmitted record regarding any of the following:

- the name of your business;
- the city, state, or country listed for your business;
- the transaction date.

Visa: If we reverse the chargeback and re-present the transaction to the card issuing bank, the card issuing bank, at its sole discretion, may elect to submit the matter for arbitration before Visa. Visa currently charges a \$250 filing fee and a \$250 review fee. Whether or not a decision is made in your favor, you will be responsible for all such fees and charges and any other applicable fees and charges imposed by Visa. Such fees and charges will be debited from your settlement account or settlement funds, in addition to the chargeback.

STAR®: If we reverse the chargeback and re-present the transaction to the card issuing bank, the card issuing bank, at its sole discretion, may elect to submit the matter for arbitration before STAR. Whether or not a decision is made in your favor, you will be responsible for all fees and charges relating to that arbitration and any other applicable fees and charges imposed by STAR. Such fees and charges will be debited from your settlement account or settlement funds, in addition to the chargeback.

MasterCard: If we reverse the chargeback and re-present the transaction to the card issuing bank, the card issuing bank, at its sole discretion, may elect to resubmit the chargeback. In such event, at our discretion, we will debit your settlement account or settlement funds for the chargeback. However, if you feel strongly that it is an invalid chargeback, we may, on your behalf and at your request, submit the matter for arbitration before MasterCard. MasterCard currently charges a \$150 filing fee and a \$250 review fee. Whether or not a decision is made in your favor, you will be responsible for all such fees and charges, and any other charges imposed by MasterCard. Such fees and charges will be debited from your settlement account or settlement funds, in addition to the chargeback.

Discover Network: If Discover Network rejects our re-presentation request and you feel strongly that the chargeback is invalid, we may, at our discretion and on your behalf and at your request, submit the matter for dispute arbitration before Discover Network. Discover Network charges Acquirers fees for re-presentation requests and matters submitted to Discover Network for arbitration. We, in turn, may charge you fees for these items.

PayPal: If PayPal rejects our re-presentation request and you feel strongly that the chargeback is invalid, we may, at our discretion and on your behalf and at your request, submit the matter for dispute arbitration before PayPal. PayPal charges Acquirers fees for re-presentation requests and matters submitted to PayPal for arbitration. We, in turn may charge you fees for these items.

American Express: You may request a chargeback reversal if the chargeback was applied in error, provided that (i) you have responded to the original inquiry within the specified timeframe set out in your dispute notification, and (ii) you have provided all supporting documentation to substantiate the error.

Chargeback reasons

The following section outlines the most common types of chargebacks. This list is not exhaustive. Within each group, we have included recommendations on how to reduce the risk of chargebacks. These are recommendations only, and do not guarantee that you will eliminate chargebacks.

Chargebacks due to authorization

Description

Proper authorization procedures were not followed and valid authorization was not obtained.

Likely scenario

- authorization not obtained.

- authorization was declined.
- transaction processed with an expired card and authorization was not obtained.
- transaction processed with an invalid account number and authorization was not obtained.
- Card Recovery Bulletin (CRB) or Exception File was not checked (transactions below floor limit).

Recommendations to reduce risk of chargeback

- obtain valid authorization on the day of the transaction.
- if you receive the following responses:
 - decline - request another form of payment from the cardholder;
 - referral - follow the voice procedures to obtain a valid authorization and obtain an imprint of the card;
 - “Pick-up” - this means that the card issuing bank is asking for the card to be returned - you must not accept the card for payment and, in addition, you may retain the card and send it to us so that we can arrange for its return to the card issuing bank.
- you must not exceed any predetermined thresholds for specific POS device types as specified by each payments organization.
- you must ship goods within the timeframe set out in section 19, after you have obtained authorization.

Chargebacks due to cancellation and returns

Description

Credit was not processed properly or the cardholder has canceled or returned items.

Likely scenario

- Cardholder received damaged or defective merchandise.
- Cardholder continued to be billed for canceled recurring transaction.
- Credit transaction was not processed.

Recommendations to reduce risk of chargeback

- issue credit to the cardholder on the same account as the purchase in a timely manner.
- do not issue credit to the cardholder in the form of cash, check or in-store/merchandise credit as we may not be able to recoup your funds if the transaction is charged back.
- for recurring transactions ensure customers are fully aware of the conditions:
 - cancel recurring transactions as soon as notification is received from the cardholder or as a chargeback, and issue the appropriate credit as needed to the cardholder in a timely manner; and
 - notify the cardholder within 10 days (domestic) and 15 days (international) in advance of each billing, to allow the cardholder time to cancel the transaction.
- provide proper disclosure of your refund policy for returned/canceled merchandise, or services to the cardholder at the time of transaction. Card present, cardholder signed the sales draft containing disclosure.
- if applicable, the words “NO EXCHANGE, NO REFUND,” etc. must be clearly printed in 1/4-inch lettering on the sales draft near or above the cardholder signature:
 - Ecommerce, provide disclosure on your website on the same page as check out. Require the cardholder to click to accept prior to completion.
 - Card Not Present, provide the cancellation policy at the time of the transaction.
- for any Travel & Entertainment (T&E) transaction, provide cancellation numbers to cardholders when the services are canceled.
- ensure delivery of the merchandise or services ordered to the cardholder.
- participate in recommended fraud mitigation tools.

Chargebacks due to fraud

Description

Transactions that the cardholder claims are unauthorized; the account number is no longer in use or is fictitious, or the merchant was identified as “high risk.”

NOTE: For Visa transactions, to ensure that you preserve your chargeback rights, you must:

- complete a retrieval request and provide a sales slip that contains all required data elements; and
- respond to all retrieval requests with a clear legible copy of the transaction document that contains all required data elements within the specified timeframe.

Likely scenario

- multiple transactions were completed with a single card without the cardholder's permission.
- a counterfeit card was used and proper acceptance procedures were not followed.
- authorization was obtained; however, full track data was not transmitted.
- the cardholder states that they did not authorize or participate in the transaction.

Recommendations to reduce the risk of chargeback Card Present Transactions:

- obtain an authorization for all transactions.
- for recurring transactions ensure customers are fully aware of the conditions:

- cancel recurring transactions as soon as notification is received from the cardholder or as a chargeback, and issue the appropriate credit as needed to the cardholder in a timely manner; and
- notify the cardholder within 10 days (domestic) and 15 days (international) in advance of each billing, allowing the cardholder time to cancel the transaction.
- American Express customers have the option to receive written notification of the recurring transaction at least (10) days prior to submitting, or any time the charge amount exceeds a maximum amount that has been set by the cardholder.

- if you are utilizing an electronic device to capture card data, swipe, dip or wave all card transactions through your electronic authorization device to capture cardholder information. When applicable, ensure the displayed cardholder number matches the number on the card.
- You should avoid keying the card data into your electronic authorization device unless you are unable to capture the card data through one of the above methods. If you do key the card data into your electronic authorization device, it is highly recommended that you also key in the three or four digit verification code. Otherwise, you should, imprint the card using a valid imprinting device that will capture the embossed card and merchant information. You must write on the manually imprinted draft all pertinent information relating to the transaction (transaction date, dollar amount, authorization code and merchandise description) and obtain the cardholder signature. Do not alter the imprint on the draft in any way. You are not protected from this type of chargeback by manually entering the information into the POS device.

NOTE: Do not imprint on the back of a signed sales draft. The imprint must be on the transaction document that contains all transaction elements to prove the card was present at the time of the transaction.

- Obtain the cardholder signature for all transactions; ensure the signature on the sales draft matches the signature on the back of the card.
- Process all transactions one time and do not batch out transactions multiple times.
- Educate staff on procedures to eliminate point of sale (POS) fraud.

Card Not Present Transactions:

- Ensure delivery of the merchandise or services ordered to the cardholder.
- Participate in recommended fraud mitigation tools:
 - Verified by Visa Program
 - MasterCard SecureCode
 - Address Verification Services (AVS)
 - Use of card verification code

NOTE: While transactions utilizing these tools may still be disputed, the service may assist you with your decision to accept certain cards for payment.

- ensure you ship to the AVS confirmed address (bill to and ship to must match).
- obtain authorization for all transactions.
- ensure merchant descriptor matches the name of the business and is displayed correctly on the cardholder statement.
- ensure descriptor includes correct business address and a valid customer service number.
- please refer to Appendix 2 for American Express fraud mitigation tools.

Chargebacks due to cardholder disputes

Description

Goods or services not received by the cardholder, Merchandise defective or not as described.

Likely scenario

- Services were not provided or merchandise was not received by the cardholder.
- Cardholder was charged prior to merchandise being shipped or merchandise was not received by agreed upon delivery date or location.
- Cardholder received merchandise that was defective, damaged, or unsuited for the purpose sold, or did not match the description on the transaction documentation/verbal description presented at the time of purchase.
- Cardholder paid with an alternate means and their card was also billed for the same transaction.
- Cardholder canceled service or merchandise and their card was billed.
- Cardholder billed for a transaction that was not part of the original transaction document.
- Cardholder claims to have been sold counterfeit goods.
- Cardholder claims the merchant misrepresented the terms of sale.

Recommendations to reduce such risk of chargeback

- provide Services or Merchandise as agreed upon and described to the cardholder; clearly indicate the expected delivery date on the sales receipt or invoice.
- contact the cardholder in writing if the merchandise or service cannot be provided or is delayed, and offer the cardholder the option to cancel if your internal policies allow.
- if the cardholder received defective merchandise or the merchandise received was not as described; resolve the issue with the cardholder at first contact.
- if the merchandise is being picked up by the cardholder, have them sign for the merchandise after inspecting that it was received in good condition.

- do not charge the cardholder until the merchandise has been shipped, according to the agreed upon terms, and a signed Proof of Delivery from the cardholder is obtained.
- if unable to provide services or merchandise, issue a credit to the cardholder in a timely manner.
- accept only one form of payment per transaction. Ensure the cardholder is only billed once per transaction.
- do not bill cardholder for loss, theft or damages unless authorized by the cardholder.
- ensure that a description of the service or merchandise provided is clearly defined.

Chargebacks due to processing errors

Description

Error was made when transaction was processed or it was billed incorrectly.

Likely scenario

- the transaction was not deposited within the payments organization specified timeframe.
- the cardholder was issued a credit draft. However, the transaction was processed as a sale.
- the transaction was to be processed in a currency other than the currency used to settle the transaction.
- the account number or transaction amount used in the transaction was incorrectly entered.
- a single transaction was processed more than once to the cardholder's account.
- the cardholder initially presented the card as payment for the transaction. However, the cardholder decided to use an alternate form of payment.
- a limited amount or self-service terminal transaction was processed for an amount over the pre-determined limit.

Recommendations to reduce risk of chargeback

- process all transactions within the payments organization specified timeframes.
- ensure all transactions are processed accurately and only one time .
- if a transaction was processed more than once, immediately issue voids, transaction reversals or credits.
- ensure that credit transaction receipts are processed as credits and sale transaction receipts are processed as sales.
- ensure all transactions received a valid authorization approval code prior to processing the transaction. Also obtain a legible magnetic swipe or imprinted sales draft that is signed.
- do not alter transaction documentation or make any adjustments unless the cardholder has been contacted and agrees to modifications of the transaction amount.
- ensure limited amount, self-service and automated fuel dispenser terminals are set properly to conform to the predetermined limits.

Chargebacks due to non-receipt of information

Description

Failure to respond to a retrieval request or the cardholder does not recognize the transaction.

Likely scenario

- the transaction documentation was not provided to fulfill the retrieval request.
- the retrieval request was fulfilled with an illegible sales draft or was an invalid fulfillment (incorrect sales draft or the sales draft did not contain required information that may include signature).
- the cardholder does not recognize or is unfamiliar with the transaction due to the merchant name or location not matching the name or location where the transaction took place.

Recommendations to reduce such risk of chargeback

- provide a clear and legible copy of the sales draft that contains all required data elements within the required timeframe that is specified on the retrieval request.
- ensure that the most recognizable merchant name, location and customer service phone number is provided on all transactions.
- retain copies of all transaction documentation for the required timeframe that is specified by each payments organization.
- develop efficient methods to retrieve transaction documentation to maximize ability to fulfill requests.

15. Suspect/Fraudulent Transactions

If the card being presented or the behavior of the person presenting the card appears to be suspicious or you otherwise suspect fraud, you must immediately call the Voice Authorization Center and ask to speak to a Code 10 operator. Answer all their questions and follow their instructions.

While not proof that a transaction is fraudulent, the following are some suggestions to assist you in preventing fraudulent transactions that could result in a chargeback:

Does the cardholder:

- appear nervous/agitated/hurried?
- appear to be making indiscriminate purchases (for example, does not care how much an item costs, the size, etc.)?

- make purchases substantially greater than your usual customer (for example, your average transaction is \$60, but this transaction is for \$360)?
- insist on taking the merchandise immediately (for example, no matter how difficult it is to handle, is not interested in free delivery, alterations, etc.)?
- appear to be purchasing an unusual amount of expensive items or the same items?
- take an unusual amount of time to sign the sales draft, or look at the back of the card as he signs?
- talk fast or carry on a conversation to distract you from checking the signature?
- take the card from a pocket instead of a wallet?
- repeatedly come back, in a short amount of time or right before closing time, to make additional purchases?
- cause an unusual, sudden increase in the number and average sales transactions over a one-to three-day period?
- tell you he has been having some problems with his card issuing bank and request that you call a number (that he provides) for a “special” handling or authorization?
- have a previous history of disputed charges?
- place orders to be shipped to an address other than the billing address, or use anonymous/free email domains?
- place orders sent to zip codes or countries where you show a history of fraudulent claims?

Does the card:

- have characters the same size, height, style and all within alignment?
- appear to be re-embossed (the original numbers or letters may be detected on the back of the card)?
- have a damaged hologram?
- have a Magnetic Stripe on the back on the card?
- have an altered signature panel (for example, appear discolored, glued or painted, or show erasure marks on the surface)?
- have “valid from” (effective) and “valid thru” (expiration) dates consistent with the sale date?

We also recommend that you are vigilant for any cardholder who behaves as follows, specifically in relation to prepaid cards:

- frequently makes purchases and then returns the goods for cash;
- uses prepaid cards to purchase other prepaid cards;
- uses large numbers of prepaid cards to make purchases.

Gift Cards, jewelry, video, stereo, computer and camera equipment, shoes and men’s clothing are typically fraud-prone because they can easily be resold. Also be suspicious of high dollar amounts and transactions with more than one fraudprone item, (for example, two laptops, three gold chains, etc).

Part III

In this part of the guide you’ll find helpful information about what to do if a card is left at your business, how long you must retain copies of records, how to return equipment and important transaction timeframes. This is also where you’ll find additional guidelines for specific industries including:

- Lodging
- Vending machines
- Travel & Entertainment
- Telecommunications
- Restaurants
- Petroleum

If you’d like additional information about anything you’ve read in Your Payments Acceptance Guide, please contact Customer Service.

16. Lost/Recovered Cards

If a card is left behind and remains unclaimed, you should call the appropriate payment organization’s Customer Service team via the number below and they will instruct you on how to handle it:

Visa	1-800-336-8472
MasterCard	1-800-826-2181
Discover	1-800-DISCOVER (1-800-347-2683)
AMEX	1-800-992-3404
PayPal	1-877-569-1113

17. Retention of Records

You must securely retain legible copies of all sales drafts and credit drafts or any other transaction records for the following periods:

MasterCard, Visa, and STAR: 13 months from the transaction date. 5 years for healthcare sales drafts and credit drafts.

Discover Network: the longer of (i) 365 days or (ii) the resolution of any pending or threatened disputes, claims, disagreements or litigation involving the card transaction. You must also keep images or other copies of sales drafts for no less than 3 years from the date of the Discover Network transaction.

PayPal: the longer of (i) (A) 1 year from the transaction date, or (B) if the transaction date was subject to dispute, 2 years from the transaction date or (ii) the time period required by applicable law.

American Express: 24 months from the date on which you submitted the sales draft or credit draft to us. You must provide all sales drafts and credit drafts or other transaction records requested by us within the shortest time limits established by payment organization rules.

18. Return of Equipment

To return point of sale (POS) equipment that you do not own, you must call Customer Service for the address of the location to send the device.

You must include the following information in the shipping box:

- your name, address and phone number;
- the name of the person to contact if there are any questions;
- your merchant identification number;
- the lease number (if applicable); and
- the serial number of the POS device (found on the underside of the POS device).

You must return the POS device in a manner that can be tracked. Reference the lease number (if applicable) on the return packaging.

19. Timeframes

Authorizations

A positive (approved) authorization response remains valid for:

- seven (7) days for MasterCard electronic processed transactions;
- ten (10) days for Visa, Discover, and STAR electronic processed transactions subject to the following exception:
 - thirty (30) days for Visa, Discover and PayPal, twenty (20) days for STAR for the following Industries:
 - car rental;
 - airline and passenger railway;
 - lodging;
 - other Travel & Entertainment (T&E) categories.
- seven (7) days for American Express electronic processed transaction subject to the following exception:
 - thirty (30) days for the Travel & Entertainment (T&E) industries.

Delayed deliveries

If delivery is more than:

- 7 days (MasterCard, Visa, American Express, and STAR transactions); or
- 10 days (Discover Network and PayPal transactions);
- After the initial authorization request, you must reverse the authorization for the unprocessed portion and obtain a new authorization for the remaining amount before delivery.

Refunds

You must submit all credit transactions to us within 5 days of determining that a credit is due.

20. Additional Provisions for Specific Industries

Merchants in the lodging industry

There are additional rules and requirements that apply to merchants in the lodging industry for practices including guaranteed reservations and charges for no shows, advance deposits, overbookings, and priority checkout. If you are a lodging merchant and wish to participate in the payment organization lodging services programs, please contact your sales representative or relationship manager for details and the appropriate payments organization requirements.

You must provide the cardholder with written confirmation of a guaranteed reservation. The confirmation must contain:

- cardholder’s name as it appears on the card, if present;
- card number, truncated where required by applicable law to you or us and card expiration date if present, unless prohibited by applicable law to you or us;
- reservation confirmation number;
- anticipated arrival date and length of stay;
- the cancellation policy in its entirety, inclusive of the date and time the cancellation privileges expire; and
- any other pertinent details related to the reserved accommodations.

If a cardholder requests a cancellation in accordance with your cancellation policy and specified time frames, you must provide the cardholder with a cancellation number and instructions to retain a record of it.

If a cardholder requests a written confirmation of the cancellation, you must provide this confirmation to the cardholder within 3 business days of such request. For the purposes of this section, a “business day” means Monday through Friday, excluding Bank holidays.

302 The cancellation confirmation must contain:

- the cardholder's reference that charges were placed on the card, if applicable, or a guarantee that a "no-show" charge will not be placed on the card;
- the cardholder's name as it appears on the card, if present;
- the card number, truncated as required by applicable law to you or us;
- the card expiration date, if present, unless prohibited by applicable law to you or us;
- the reservation cancellation number;
- the date of cancellation;
- the name of your employee that processed the cancellation; and
- any other pertinent information related to the reserved accommodations.

Pre-authorization for Travel & Entertainment (T&E) and restaurant merchants

If you are a business engaged in providing travel and entertainment services (for example, car rentals, hotels, motels, etc.) or a restaurant business, and engage in the practice of "pre-authorization" you must comply with the following general procedures:

- a hotel, motel, or car rental merchant may obtain an estimated authorization at the time of check-in.
- restaurants must not add an estimated tip amount to the authorization request beyond the value of the goods provided, or services rendered, plus any applicable tax.
- you must notify the cardholder of the dollar amount you intend to "Pre-Authorize".
- if the customer decides to use another form of payment (for example, cash, check, etc.) you must promptly call the Voice authorization Response Unit to delete the authorization hold. Provide the cardholder's account number, original dollar amount and date of the transaction, and the authorization code. If a new transaction takes place, a new imprinted and signed sales draft for the exact amount and a new authorization code for that amount must be obtained.
- VEHICLE RENTAL PROVIDERS MAY NOT INCLUDE POTENTIAL VEHICLE DAMAGE OR INSURANCE DEDUCTIBLES IN ANY PREAUTHORIZATIONS.
- if you receive a decline on a transaction, you must wait 24 hours before attempting to reauthorize. If you reauthorize prior to this time frame and receive an approval, you may be subject to a chargeback and a fine imposed by the payments organizations.
- hotels, motels, and car rental merchants are allowed up to a 15% variance above the amount authorized. If the final amount charged to the cardholder exceeds the original estimate by more than 15% above the preauthorization, you must authorize any additional amounts, and all incremental authorization codes must be written in the authorization area along with the date of authorization and the amount authorized.
- pre-authorization for certain establishments services, are allowed up to a 20% (instead of 15%) variance above the amount authorized. If the final amount exceeds the amount "preauthorized" by more than 20%, you must authorize the additional amount. Estimating the authorization amount to include a tip is prohibited. The authorization request must include only the amount associated with the bill presented to your customer.
- you must obtain an authorization for the initial estimated charges and then monitor the charges to ensure that the actual charges made do not exceed the estimated charges. If the actual charges exceed the amount of the initial estimated authorization (and any subsequent estimated authorizations), then you must secure a positive authorization for the additional amount. Subsequent authorizations must only be for the additional amount of total charges, and must not include any amounts already authorized.
- the estimated amount of any pre-authorization for lodging accommodations must be based on (i) the intended length of stay; (ii) the room rate; (iii) applicable taxes and service charges; and (iv) other miscellaneous charges as dictated by experience.
- if an authorization request is declined, no charges occurring after that date will be accepted for that cardholder.
- you do not need to obtain a final authorization if the total sum of charges (the final amount) does not exceed 20% of the previously authorized charges. You must record the dates, authorized amounts, and their respective authorization approval codes on the sales draft(s).

Merchants operating vending machines

For MasterCard, if you are operating vending machines under MCC 5499 (Miscellaneous Food Stores-Convenience Stores, Markets, Specialty Stores), you need not provide a receipt at the time a transaction is conducted. However, if a vending machine cannot provide a printed receipt, you must disclose and post instructions advising cardholders how a receipt may be obtained.

Telecommunication service providers

You must contact Customer Service for approval and further instructions, rules and requirements before conducting telecommunication transactions.

Telecommunication card sales occur when a telephone service provider is paid directly using a card for individual local or long-distance telephone calls, with the exception that prepaid telephone service cards are not and do not give rise to telecommunication card sales.

The petroleum industry

For Visa, MasterCard, STAR, American Express, Discover, and PayPal transactions, merchants operating in the petroleum industry that conduct card sales at Automated Fuel Dispensers (AFDs), may submit an authorization request for \$1 to verify the validity of the card presented. Under such circumstances, you must submit an authorization advic

message for the actual amount of the card sale within 60 minutes of completion of fuel delivery regardless of whether you previously received a partial authorization response or a positive authorization response for any other amount. If you do not complete the card sale following receipt of an approved authorization response for any amount, a request to cancel the authorization request must be submitted within 60 minutes of the completion of fuel delivery.

APPENDICES

APPENDIX I ADDITIONAL PROVISIONS FOR WEX AND VOYAGER

WEX cards

If you participate in the WEX Full Service Program, the following terms and conditions will apply:

DO'S

- do provide, at your own expense, all equipment necessary to permit the electronic acceptance of the WEX cards, including the operation and maintenance of the equipment, telecommunication link, and provision of all networking services.
 - do include in any request for authorization the following information:
 - WEX cardholder account number,
 - vehicle number,
 - card expiration date,
 - driver identification number,
 - the amount of the transaction,
 - the date and time of the transaction,
 - the quantity of goods sold, unit price, and product code (the "authorization Request Data"),
 - an authorization number or other approval code from WEX for all manual WEX card sales (in other words, sales facilitated by a card imprinter).
 - do ensure that the product detail of each transaction is accurate including:
 - the type of goods sold,
 - quantity of goods sold,
 - unit price/price per gallon (if applicable),
 - taxes, and
 - any coupons presented.
 - do ensure that the product detail outlined equals the total amount of the sale when calculated (in other words, product quantity x unit price must equal the product amount. The sum of all product amounts including taxes minus any coupons must equal the total transaction amount).
 - do complete a WEX card sale only upon the receipt of an authorization approval message.
 - do provide a copy of the receipt for a WEX card sales, upon the request of the cardholder, to the extent permitted by applicable law. The receipt must not include the full account number or driver identification number.
 - do require the cardholder to sign a receipt when a WEX card sale is not completed by an island card reader.
 - do take all commercially reasonable efforts to protect manual WEX card sales data from fraud or misuse.
 - do securely maintain a record of all WEX card sales (including the authorization request data) for a period of one year. You must produce such records upon the reasonable request of WEX.
 - do notify us of any errors contained in a settlement report within 45 days of receipt of such report. We will not accept reprocessing requests for WEX transactions older than 90 days.
 - do allow WEX to audit records, upon reasonable advance notice, related to the WEX Full Service.
 - do retransmit WEX card sales data when reasonably requested to do so.
- #### **DON'TS**
- Don't submit a WEX card sale for processing unless a WEX card is presented at the time of the sale.
 - Don't accept a WEX card if an expired card / decline message is received.
 - Don't submit a WEX card sale for processing until the goods have been delivered or services performed.
 - Don't accept a WEX card if it appears to be invalid or expired or there is reasonable belief that the WEX card is counterfeit or stolen.
 - Don't divide the price of goods and services purchased in a single WEX card sale among two or more sales receipts.
 - Don't permit a WEX card sale when only partial payment is made by use of the WEX card and the balance is paid with another bank card.
 - Don't remove fuel tax at the point of sale is not permitted. For all payment system product codes that are taxable, the transaction dollar amount and price per gallon (PPG) must

contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.

You acknowledge and agree that your sole remedies with respect to the WEX Full Acquiring services will be against us and not WEX, except to the extent that WEX knows of any fraud related to the WEX cards and fails to provide notice of such fraud or WEX commits fraud in respect to the WEX Full Acquiring Services.

Voyager cards

- You must check Fleet Cards for any printed restrictions at the point of sale.
- You must establish a fair policy for the exchange and return of merchandise.
- You must promptly submit credits to us for any returns that are to be credited to a Voyager cardholder's account.
- You must not give any cash refunds to any Voyager card holder in connection with a sale, unless required by law.

In addition to the information set out in Section 11 (Sales Drafts), you must include the following information on a single page document constituting the sales draft for Voyager transactions:

- all authorization request data for Voyager card sales must include the following:
 - Voyager cardholder account number,
 - card expiration date,
 - driver identification number; and
 - the amount of the transaction, date and time of the transaction,
 - quantity of goods sold, unit price, and product code (the "Authorization Request Data").
- all manual Voyager card sales (in other words, sales facilitated by a card imprinter) must include:
 - the Authorization Request Data,
 - an authorization number or other approval code from Voyager,
 - the type of goods sold, quantity of goods sold, unit price/price per gallon (if applicable), taxes, and
 - any coupons presented within the product.
- the product detail outlined must equal the total amount of the sale when calculated, in other words:
 - product quantity x unit price must equal product amount.
 - the sum of all product amounts including taxes minus any coupons must equal the total transaction amount.

You must not remove fuel tax at the point of sale. For all payment system product codes that are taxable, transaction dollar amount and price per gallon (PPG) must contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.

If there is an increase of 15% or more compared to the previous month in the number of Voyager transaction authorization calls that are not due to our or Voyager system outages, we may, at our discretion, deduct telephone charges from the settlement of your Voyager transactions. Fees will not exceed \$0.25 per call.

Settlement of Voyager transactions will generally occur by the fourth banking day after we process the applicable card transactions. We will reimburse you for the dollar amount of sales you submit for a given day, reduced by the amount of chargebacks, tax exemptions, discounts, credits, and the fees set out in the Agreement You must notify us of any errors contained with the settlement reports within 30 calendar days of receipt of such report. Neither we nor Voyager will be required to reimburse you for sales submitted more than 60 calendar days from the date of purchase.

For daily transmission of sales data, you must securely maintain true and complete records for a period of not less than 36 months from the date of the generation of the data. You may store records on electronic media, if secure. You are responsible for the expense of retaining sales data records and sales drafts.

APPENDIX 2

ADDITIONAL PROVISIONS FOR AMERICAN EXPRESS TRANSACTIONS

For merchants participating in the American Express OptBlue® Program, you should review the operating guide made available to you at www.americanexpress.com/merchantopguide.

Treatment of the American Express marks

Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, you must indicate your acceptance of the American Express card and display the American Express marks (including any card application forms provided to you) as prominently and in the same manner as any other payment products.

You must not use the American Express marks in any way that injures or diminishes the goodwill associated with the mark, nor (without our prior written consent) indicate that American Express endorses your goods or services.

You must only use the American Express marks as permitted. You must cease using the American Express marks upon termination of your acceptance of American Express cards.

For additional guidelines on the use of the American Express marks, please contact Customer Service.

Treatment of American Express cardholder Information

Any and all cardholder information is confidential and the sole property of the card issuing bank, American Express or its affiliates. Except as otherwise specified, you must not disclose cardholder information, nor use nor store it, other than to facilitate transactions at your establishments in accordance with the terms on which you are authorized to accept American Express cards.

Authorization for Card Not Present transactions

If you process a Card Not Present transaction you must obtain the following information:

- the card number;
- the card expiration date;
- the cardholder's name as it appears on the card;
- the cardholder's billing address; and
- the delivery address if different from the billing address. In addition, for Internet transactions you must:
 - use any separate merchant identification numbers (Seller ID) established for your Internet orders in all of your requests for authorization and Submission of charges;
 - provide us with at least one (1) month's prior written notice of any change in your Internet address; and
 - comply with any additional requirements that American Express provides from time to time.

American Express has the right to chargeback for any Card Not Present transaction that the cardholder denies making or authorizing. However, American Express will not chargeback for any Card Not Present transaction based solely upon a claim by a cardholder that he or she did not receive the disputed goods if you have:

- verified the address to which the goods were shipped was the cardholder's full billing address; and
- provided proof of delivery signed by the cardholder or an authorized signer of the card indicating the delivery of the goods or services to the cardholder's full billing address.

American Express will not be liable for actual or alleged fraudulent transactions over the Internet and will have the right to chargeback for those charges.

If a disputed transaction arises involving a card not present transaction that is an Internet electronic delivery transaction, American Express may exercise a chargeback for the full amount of the transaction and place you in any of its chargeback programs.

Charge records (also known as 'sales drafts')

For each transaction submitted:

- electronically - you must create an electronically reproducible charge record; and
- on paper - you must create a charge record containing all of the following required data:
 - full card number and expiration date, and if available, cardholder name;
 - the date the transaction was incurred;
 - the amount of the transaction, which must be the total price for the purchase of goods and services (plus applicable taxes and gratuities) purchased on the card;
 - the authorization approval;
 - a clear description of the goods and services purchased by the cardholder;
 - an imprint or other descriptor of your name, address, merchant identification number and, if applicable, store number;
 - the words "No Refunds" if you have a no refund policy, and your return and cancellation policies; and
 - the cardholder's signature (if a Card Present transaction), or the words "telephone order," "mail order," "Internet Order," or "signature on file," as applicable (if a Card Not Present transaction).

In the charge record (and a copy of the customer's receipt) you must:

- include your return and cancellation policies; and
- mask truncated card number digits with replacement characters such as "x," "*" or "#," and not blank spaces or numbers.

If the cardholder wants to use more than one card for payment of a purchase, you may create a separate charge record for each card used. However, if the cardholder is using a single card for payment of a purchase, you must not divide the purchase into more than one transaction, and you must not create more than one charge record.

Refunds

To issue a refund you must:

- compare the last four digits on the charge record against the card presented (when applicable);
- issue the credit in the currency in which the original transaction was submitted to us; and
- issue the credit to the card used to make the original purchase. If the credit is for the return of a gift by someone other than the cardholder who made the original purchase, you must apply your usual refund policy.

If the cardholder indicates that the card on which the purchase was originally made is no longer active or available:

• for all cards except prepaid cards - advise the cardholder that you must issue the credit to that card; and if the cardholder has questions, advise him or her to call the customer service number on the back of the card in question; and

• for prepaid cards, do apply your usual refund policy for returns.

In the credit draft delivered to the cardholder you must mask truncated card number digits with replacement characters such as “x,” “*” or “#,” and not blank spaces or numbers.

Your refund policy for card transactions must be at least as favorable as your refund policy for purchases made with other payment products or other payment methods.

If you issue a credit, American Express will not refund the discount or any other fees or assessments previously applied on the corresponding transaction. The discount on chargebacks will not be refunded.

Fraud mitigation tools

American Express offers fraud mitigation tools for both Card Present and Card Not Present transactions to help verify that a transaction is valid. These tools help you mitigate the risk of fraud at the point of sale, but are not a guarantee that a transaction is in fact valid or bona fide, or that you will not be subject to a chargeback. For optimal use of the tools, please visit American Express' Fraud Prevention Information at: www.americanexpress.com/fraudinfo.

Recurring transactions

For recurring transactions you must offer the cardholder the option to receive written notification for the recurring transaction(s) at least (10) ten days prior to submitting, or any time the transaction amount exceeds a maximum amount that has been set by the cardholder. You must clearly and conspicuously disclose all material terms of the option, including, if applicable, the fact that recurring billing will continue until the option is canceled by the cardholder. If the material terms of the option change after submission of the first recurring transaction, you must promptly notify the cardholder in writing of such change and obtain the cardholder's express written consent to the new terms prior to submitting another recurring transaction.

For recurring transactions you must:

- periodically verify with cardholders that their information (for example, card number, expiration date, billing address) is still accurate. This will improve the likelihood of obtaining an approval to an authorization request;
- retain evidence of consent to receive updated card account information from the card issuing bank for 24 months from the date you submit the last recurring transaction.
- ensure that your process for cancellation of recurring transactions is simple and expeditious; and
- within 24 hours of incurring the first recurring billing transaction, provide the cardholder written confirmation (for example, email or facsimile) of such transaction, including all material terms of the option and details of your cancellation/refund policy.

If your recurring transaction amounts vary, you must offer the cardholder the right to receive written notification of the amount and date of each recurring transaction:

- at least ten (10) days before submitting each transaction; or
- whenever the amount of the transaction exceeds a maximum recurring transaction amount specified by the cardholder.

For more information about processing prepaid cards:

- call the customer service number on the back of the card in question; or
- see American Express Card Organization Rules regarding “additional authorization requirements.”

No Signature Program

You may participate in the No Signature Program under which you are not required to request a signature from cardholders on the transaction record provided that:

- your business is classified in an industry that accepts in-person charges, with the exception of the following categories:
 - Merchants who do not conduct in-person charges (in other words, Internet, mail order or telephone order).
 - prohibited merchants or prohibited transactions (or both) as defined in American Express Card Organization Rules regarding “risk evaluation.”
 - high-risk Merchants (for example, Internet electronic services or nightclubs/lounges) as defined in American Express Card Organization Rules regarding “high risk merchants.
 - Merchants placed in our Fraud Full Recourse Program. See American Express Card Organization Rules regarding “chargeback programs”.
- in relation to the transaction:
 - the transaction amount must meet the threshold established in American Express' country specific policy.
 - the transaction must include the appropriate indicator to reflect that the card and the Cardholder were present at the point of sale.
 - the transaction must include a valid approval.

Under the American Express No Signature Program, chargebacks will not be exercised for such charges based solely on your failure to obtain the cardholder's signature at the point of sale.

If a disproportionate number of disputed charges under the No Signature Program occur, you must cooperate to reduce the number of disputed charges. If such efforts fail, you may

be placed in American Express chargeback programs, or your participation in the No Signature Program may be modified or terminated.

Travelers cheques

Travelers cheques are available in various denominations and currencies. The denominations in US dollars range from \$20 to \$1000.

You must exercise caution when presented with a travelers cheque in a denomination of \$500 or greater. The higher denominated travelers cheques are rarely sold, and so more likely to be counterfeit.

To accept a travelers cheque, watch your customer countersign in the lower left corner of the travelers cheque, and compare the countersignature to the signature in the upper left corner of the travelers cheque.

- if the signature and countersignature are a reasonable match (they look alike, but may not be identical), you may accept the cheque and there is no need to obtain any identification.
- if you suspect that the countersignature may be false, or you did not watch the customer countersign, ask your customer to turn the cheque over and sign again across the left-hand side (in the same manner one typically endorses a check); then take the cheque and fold up the bottom right-hand corner so that you can compare the original signature with the new one.
- if the signatures are not the same, or you have any questions regarding the validity of the cheque, call Customer Service.
- if you suspect that the travelers cheque may be fraudulent, verify that the cheque is authentic by:
 - performing the smudge test. Turn the cheque over (non-signature side). Wipe a moistened finger across the denomination.
 - on the right side of the cheque, the ink should not smudge.
 - on the left side of the cheque, the ink should smudge.
 - obtaining online Authorization at www.americanexpress.com/verifyamextc.

You are not required to obtain authorization before accepting a travelers cheque.

High CV Merchants

You acknowledge that you will be converted from the American Express US Enhanced Acquisition Program to a direct card acceptance relationship with American Express if and when you become a 'High CV Merchant' in accordance with the American Express Card Organization Rules. As part of this acknowledgment you agree that upon conversion: (i) you will be bound by American Express' then-current agreement for card acceptance; and (ii) American Express will set pricing and other fees payable by you for card acceptance.

A “High CV Merchant” is a Program Merchant with Estimated Annual Charge Volume (ECV) of greater than (i) United States currency (USD) \$1,000,000 in the United States excluding Puerto Rico and the U.S. Virgin Islands or (ii) USD \$1,000,000 in Puerto Rico and the U.S. Virgin Islands. Where a Program Merchant Prospect has more than one Establishment, then the ECV of (i) all Establishments operated under the same tax identification number (TIN) in a region shall be aggregated or (ii) all Establishments operated under different TINs but as a unified business enterprise in a region shall be aggregated. For clarification purposes, a 'unified business enterprise' shall include Establishments that are owned, operated, or affiliated to a single business entity.

Marketing opt-outs

You agree that when providing your contact information to us that you may receive messages from American Express, including important information about American Express products, services, and resources available to your business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers that you provide. If you provide a wireless phone number, you agree that you may be contacted at that number and the communications sent may include autodialed short message service (SMS or “text”) messages or automated or pre-recorded calls. If you provide a fax number, you agree that you may be sent fax communications. American Express may otherwise use and share your information for business purposes and as permitted by applicable law. American Express uses reasonable administrative, technical and physical security measures to protect your information consistent with the sensitivity of the information.

You may opt out of newsletters or messages about products, services and resources for different forms of communications by contacting us, via inbound telephone, email, facsimile, website and any other means identified by us, or by exercising the opt-out options that may be described or offered in emails, SMS messages, faxes or other communications. If you opt out, you may still receive messages from American Express regarding services and programs designed to enhance the value of the American Express Network.

Protecting American Express Card Member Information

These merchant data security requirements apply to all of your equipment, systems, and networks on which encryption keys, cardholder data and/or sensitive authentication data are stored, processed, or transmitted.

Standards for protection of cardholder data and sensitive authentication data

You must, and you must ensure that all of your employees, agents, representatives, subcontractors, processors, service providers, providers of point-of-sale equipment or systems or payment processing solutions, and any other party to whom you may provide card member information access, will:

- store American Express cardholder data only to facilitate transactions for your acceptance of American Express cards;
- comply with the current version of the PCI DSS, no later than the effective date for implementing that version; and
- use, when deploying new or replacement PIN entry devices or payment applications (or both), only those that are PCI-approved.

You must protect all charge records and credit records retained in accordance with these data security provisions.

You must use these records only for purposes of your acceptance of American Express cards and you must safeguard the records accordingly.

Data incidents

If you discover a data incident, you must:

- notify us immediately and in no case later than 24 hours after such discovery;
- conduct a thorough forensic investigation of each data incident; this must be conducted by a PCI forensic investigator (PFI) if the data incident involves 10,000 or more unique card numbers (or otherwise at our request);
- promptly provide to us all compromised card numbers and the forensic investigation report of the data incident;
- work with us to rectify any issues arising from the data incident, including consulting with us about your communications to card members affected by the data incident and providing (and obtaining any waivers necessary to provide) to us all relevant information to verify your ability to prevent future data incidents; and
- at our request, provide validation by a qualified security assessor (QSA) that the deficiencies have been remediated.

Forensic investigation reports must:

- include forensic reviews, reports on compliance, and all other information related to the data incident;
- identify the cause of the data incident;
- confirm whether or not you were in compliance with the PCI DSS at the time of the data incident; and
- verify your ability to prevent future data incidents by providing a plan for remediating all PCI DSS deficiencies.

American Express has the right to disclose information about any data incident to card members, issuers, other participants on the American Express network, and the general public as required by applicable law, by judicial, administrative, or regulatory order, decree, subpoena, request, or other process; in order to mitigate the risk of fraud or other harm; or otherwise to the extent appropriate to operate the American Express network.

Periodic validation of your systems

You must take steps to validate under PCI DSS annually and quarterly the status of your equipment, systems and networks (and their components) on which cardholder data and sensitive authentication data are stored, processed or transmitted.

Step 1 - Enroll in a compliance program

You must submit applicable periodic validation documentation to us. Please contact us for more information regarding data security compliance requirements.

Step 2 - Determine merchant level and validation requirements

Most merchant levels are based on the volume of transactions submitted by establishments. You will fall into one of the merchant levels specified in the following table:

Merchant Level	Definition	Validation documentation	Requirement
1	2.5 million transactions or more per year; or any merchant that American Express otherwise deems a level 1 merchant	Annual on-site security assessment report and quarterly network scan	Mandatory
2	50,000 to 2.5 million transactions per year	Annual self-assessment questionnaire (SAQ) and quarterly network scan	Mandatory
3	Less than 50,000 transactions per year	Annual SAQ and quarterly network scan	Strongly recommended
3-	Less than 50,000 transactions per year and designated a level 3 merchant by American Express	Annual SAQ and quarterly network scan	Mandatory

- As designated by American Express.

American Express may require certain level 3 merchants to enroll in American Express' compliance program. Such merchants must enroll no later than ninety (90) days following receipt of such notice from us. All other level 3 merchants need not submit validation documentation, but must comply with all other provisions of these data security provisions. The validation documentation which you must send to us is as follows:

Annual onsite security	Annual self-assessment	Quarterly network scans
<p>This is a detailed onsite examination of your equipment, systems, and networks (and their components) where cardholder data or sensitive authentication data (or both) are stored, processed, or transmitted.</p> <p>YOU MUST:</p> <ul style="list-style-type: none"> -ensure that the annual onsite security assessment is performed by (i) a QSA, or (ii) you and certified by your chief executive officer, chief financial officer, chief information security officer or principal; -submit the AOC section of the SAQ annually to us, and include copies of the full SAQ upon request; and -ensure that the AOC certifies compliance with all requirements of the PCI DSS. 	<p>This is a process using the PCI DSS self-assessment questionnaire (SAQ) that allows self-examination of your equipment, systems, and networks (and their components) where cardholder data or sensitive authentication data (or both) are stored, processed, or transmitted.</p> <p>YOU MUST:</p> <ul style="list-style-type: none"> -ensure that the SAQ is performed by you and certified by your chief executive officer, chief financial officer, chief information security officer or principal; -submit the AOC section of the SAQ annually to us, and include copies of the full SAQ upon request; and -ensure that the AOC of the SAQ certifies compliance with all requirements of the PCI DSS. 	<p>The quarterly network scan is a process that remotely tests your internet-connected computer networks and web servers for potential weaknesses and vulnerabilities.</p> <p>YOU MUST:</p> <ul style="list-style-type: none"> -ensure that the quarterly network scan is performed by an approved scanning vendor (ASV); -complete and submit the ASV scan report attestation of scan compliance (AOSC) or executive summary of findings of the scan (and copies of the full scan, on request) quarterly to us; -ensure that the AOSC or executive summary certifies that (i) the results satisfy the PCI DSS scanning procedures, (ii) no high risk issues are identified, and (iii) the scan is passing or compliant.

Step 3 - Send the validation documentation to Participant

Compliance and validation are completed at your expense. By submitting validation documentation to us, you represent and warrant to us that you are authorized to disclose the information contained in it and are providing the validation documentation without violating any other party's rights.

Merchants not compliant with PCI DSS

If you are not compliant with the PCI DSS, then you must:

- complete and submit an AOC including "Part 4. Action Plan for Non-Compliant Status" to us;
- designate a remediation date, not to exceed twelve (12) months following the date of the AOC, for achieving compliance; and
- provide us with periodic updates of your progress toward remediation under the "Action Plan for Non-Compliant Status."

Non-validation fees and termination of right to accept cards

We have the right to impose non-validation fees on you and terminate your right to accept cards if you do not fulfill these requirements or fails to provide the mandatory validation documentation to us by the applicable deadline.

We will notify you separately of the applicable deadline for each annual and quarterly reporting period. If we do not receive your mandatory validation documentation, then we have the right to terminate your right to accept cards and to impose non-validation fees on you.

Periodic validation of level EMV merchants

Your merchant level may be classified as EMV if you submit 50,000 (or more) American Express card transactions per year, of which at least 75% are made by the card member with the physical card present at a point of sale system compliant with EMV specifications and capable of processing contact and contactless transactions on a chip-enabled device.

If you are classified as merchant level EMV, you may submit the annual EMV attestation (AEA) instead of other validation documentation, in which case you must submit the AEA annually to us. Even if you fall into merchant level 1 or 2, if you are classified as merchant level EMV, you only need to submit the AEA, and not the other merchant level 1 and 2 validation documentation.

The AEA involves a process using PCI DSS requirements that allows self-examination of your equipment, systems, and networks (and their components) where cardholder data or sensitive authentication data (or both) are stored, processed or transmitted.

The AEA must:

- be performed by you;
- be certified by your chief executive officer, chief financial officer, chief information security officer, or principal; and
- certify that you meet the requirements for merchant level EMV.

DISCOVER NETWORK PROTOCOL FOR INTERNET TRANSACTIONS

Each Internet Discover Network card transaction accepted by you and submitted to us shall comply with Discover Network standards, including Discover Network standards governing the formatting, transmission and encryption of data, referred to as the "designated protocol".

You shall accept only those Internet Discover Network card transactions that are encrypted in accordance with the designated protocol. As of the date of these procedures, the designated protocol for the encryption of data is Secure Socket Layer (SSL).

We may, at our discretion, withhold Settlement until security standards can be verified. However, the designated protocol, including any specifications with respect to data encryption, may change at any time upon 30 days advance written notice. You shall not accept any Internet Discover Network card transaction unless the transaction is sent by means of a browser that supports the designated protocol.

AUTHORIZATIONS

Card Not Present Transactions

For Discover Network Card Not Present transactions, you must also verify the name and billing address of the Discover Network cardholder using the Address Verification System (AVS).

Discover Network procedure for request for cancellation of authorization

If a Discover Network or PayPal card sale is canceled or the amount of the transaction changes following your receipt of authorization for the sale, you must process an authorization reversal via your POS Device or, for voice-approved authorizations, call your Authorization Center directly and request a cancellation of the authorization. An authorization may be canceled at any time within 10 days of your receipt of the authorization, but must be canceled before the sales data relating to the transaction is submitted to us, after which the authorization cannot be changed. For an authorization cancellation, you must provide us with the following information, in this order:

- the Discover Network Merchant Number used in the authorization;
- the card number;
- the original amount of the authorization being canceled;
- the new amount of the total transaction (if any);
- the original authorization code for the authorization being canceled;
- the expiration date of the card; and
- a brief reason for the authorization cancellation.

Discover Network Cash Over Transactions

Cash over transactions are only available for Discover Network.

You may issue cash over in connection with a Discover Network card sale, provided that you comply with the terms on which you are authorized to accept cards, including the following requirements:

- you must deliver to us a single authorization request for the aggregate total of the goods/ services purchase amount and the cash over amount of the card sale. You may not submit separate authorization requests for the purchase amount and the cash over amount;
- the sales draft must include both the purchase amount and the cash over amount, and you may not use separate sales drafts for the purchase amount and cash over amount;
- cash over may only be offered with a Card Present card sale that includes a purchase of goods or services by the cardholder. You must not issue cash over as a stand-alone transaction. If you offer cash over, you may require the total amount of a card sale with a credit product, including cash over, to meet a minimum transaction amount of up to \$10. You must not assess or charge fees of any type or amount, including any surcharges, on cash over transactions. You must not include in cash over transactions any of the fees or charges applicable to cash advances;
- cash over may not be dispensed in connection with credits, cash advances, or any card sale for which you are unable to electronically capture Track Data using the POS device; and
- the maximum amount of cash that you may issue as cash over is \$100.

Cash over may not be available in certain markets. Contact us for further information.

PAYPAL DOES NOT PERMIT THE FOLLOWING TRANSACTION TYPES:

PayPal does not permit internet (ecommerce), mail order, manually key-entered, cash type transactions (including, cash over, cash advance or quasi cash transactions), or international/non-U.S. currency transactions. Contact us for further information related to these transaction types.

AUTHORIZATIONS

PayPal procedure for request for cancellation of authorization

If a PayPal card sale is canceled or the amount of the transaction changes following your receipt of authorization for the sale, you must process an authorization reversal via your POS Device.

PayPal Sublicense to Use PayPal Marks.

You are prohibited from using the PayPal Marks, as defined below, other than as expressly authorized in writing by us. "PayPal Marks" means the brands, emblems, trademarks, or logos that identify PayPal acceptance. You may use the PayPal Marks only to promote PayPal products, offers, services, processing and/acceptance. Your use of the PayPal Marks is restricted to the display of decals, signage, advertising, and marketing materials provided or approved by PayPal in writing pursuant to the process set forth in the PayPal Card Organization Rules. You are not permitted to use the PayPal Marks in such a way that PayPal Account Holders could believe that the products or services offered by you are sponsored or guaranteed by the owners of the PayPal Marks. You recognize that you have no ownership rights in the PayPal Marks.

You are not permitted to assign to any third party any of the rights to use the PayPal Marks. You are prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

B. CARD GENERAL TERMS

In addition to the preceding Your Payments Acceptance Guide, our Agreement with you includes the following General Terms. If you fail to follow any of the provisions of the Your Payments Acceptance Guide Procedures or General Terms, you may incur certain liabilities and we may terminate our Agreement.

21. Services

Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate from time to time in connection with this Agreement.

22. Your Payments Acceptance Guide; Card Organization Rules and Compliance

You agree to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Card Organization Rules, including without limitation, the data security requirements described in Part I, Section 5. From time to time, we may amend the General Terms, by providing you with at least 20 days' prior written notice, and those provisions will be deemed incorporated into this Agreement. However, for changes in the Card Organization Rules or for security reasons, certain changes in Card procedures may become effective on shorter notice. If there are any inconsistencies between the General Terms and Your Payments Acceptance Guide, the General Terms will govern. You are responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the Card Organization Rules. Card Organization Rules may be available on web sites such as

<http://usa.visa.com/merchants/merchant-support/international-operating-regulations.jsp> and <http://www.mastercard.com/us/merchant/support/rules.html>.

These links may change from time to time.

23. Settlement of Card Transactions

23.1. We will only be required to settle Card transactions for Card types specified in your Application. Promptly after presentment of Sales Drafts pursuant to Your Payments Acceptance Guide, we will initiate a transfer of the applicable settlement funds to you.

23.2. Unless otherwise agreed to in writing to the contrary, all discount fees are deducted daily. All settlements for Visa, MasterCard, Discover Network, PayPal and American Express Card transactions will be net of Credits, Summary Adjustments, applicable discount fees when due, Chargebacks and any other amounts then due from you. We may also set off from any payments otherwise due, any amounts owed to any of our respective Affiliates, whether or not arising out of or related to this Agreement.

23.3. All credits to your Settlement Account or other payments to you are provisional and are subject to, among other things, our right to deduct our fees, our final audit, Chargebacks (including our related losses), and fees, fines and any other charge imposed on us by the Card Organizations as a result of your acts or omissions. You agree that we may debit or credit your Settlement Account for any deficiencies, overages, fees, pending Chargebacks and any other amounts owed to us or any of our respective Affiliates, or we may deduct such amounts from settlement funds or other amounts due to you from us, or our respective Affiliates. You further agree we can offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in the name of or guaranteed by you, any of your principals, guarantors or authorized signors. Alternatively, we may elect to invoice you for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified.

23.4. We will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by you or any Person.

23.5. In addition to any other remedies available to us under this Agreement, you agree that should any Event of Default (see Section 30.4) occur, we may, with or without notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or hereafter to become due to you pursuant to the terms of this Agreement, until we have had reasonable opportunity to investigate such event.

23.6. You acknowledge and agree that transfers to and from the Settlement Account shall be based on the account number and routing number supplied by you. We are not responsible for detecting errors in any Settlement Account information you provide, including the account numbers and routing numbers, even if any of those numbers do not correspond to the actual account or financial institution identified by name.

23.7. This Agreement is a contract whereby we are extending financial accommodations to you within the meaning of Section 365(c) of the U.S. bankruptcy code. Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, security interest and our rights to withhold settlement funds under this Agreement, without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

24. Exclusivity

During the term of this Agreement, you shall use us as your exclusive provider of all Services

25. Fees; Adjustments; Collection of Amounts Due

25.1. In consideration of the Services provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purposes of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications.

If a transaction fails to qualify for your anticipated interchange levels or you inadvertently or intentionally accept a transaction other than the type anticipated for your account (including a different Card type), then, as applicable to your pricing method, you will be charged a higher interchange, Discount Rate or Non-Qualified Interchange Fee, as well any applicable surcharge for that transaction, all as further described in Section A.3 of Part IV of this Agreement and in the Application. With respect to inadvertent or intentional acceptance of a transaction other than the type anticipated for your account (including a different Card type), you will also be subject to payment to us of our then-current transaction fee(s) with respect to such Card and/or transaction and be liable, obligated and responsible under this Agreement for any such transaction to the same extent as you would be if it was of a Card type elected and approved.

For more information on Visa's and MasterCard's interchange rates, please go to www.visa.com and www.mastercard.com.

25.2. All authorization fees will be charged for each transaction that you attempt to authorize. All capture fees will be charged for each transaction that you transmit to us for settlement. If you are being billed a combined fee for both the authorization and capture of a transaction, the authorization and capture must be submitted as a single transaction, otherwise the authorization and the capture will each be charged separately. You are responsible for utilizing software or services that will correctly submit these transactions to achieve the combined billing.

25.3. The fees for Services set forth in this Agreement are based upon assumptions associated with the anticipated annual volume and average transaction size for all Services as set forth in this Agreement and your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust your discount fee and transaction fees without prior notice.

25.4. The fees for Services set forth in this Agreement may be adjusted to reflect increases, or new fees imposed by Card Organizations, including without limitation, interchange, assessments and other Card Organization fees, or to pass through increases or new fees charged to us by other Persons related to the Services. All such adjustments shall be your responsibility to pay and shall become effective upon the date any such change or addition is implemented by the applicable Card Organization or other Person as specified in our notice to you.

25.5. Subject to Section 30.3, we may also increase our fees or add new fees for Services for any reason at any time, by notifying you thirty (30) days' prior to the effective date of any such change or addition.

25.6. If you receive settlement funds by wire transfer, we may charge a wire transfer fee per wire.

25.7. To the extent the Automated Clearing House ("ACH") settlement process is used to effect debits or credits to your Settlement Account, you agree to be bound by the terms of the operating rules of the National Automated Clearing House Association, as in effect from time to time. You hereby authorize us to initiate credit and debit entries and adjustments to your account through the ACH network and/or through direct instructions to the financial institution where your Settlement Account is maintained for amounts due under this Agreement and under any agreements with us or our respective Affiliates for any products or services, as well as for any credit entries in error. You hereby authorize the financial institution where your Settlement Account is maintained to effect all such debits and credits to your account. This authority will remain in full force and effect until we have given written notice to the financial institution where your Settlement Account is maintained that all monies due under this Agreement and under any other agreements with us or our respective Affiliates for any products or services have been paid in full. You are solely responsible to inform us in writing if you want any fees or other adjustments to be debited from an account other than your Settlement Account.

25.8. You agree to pay any fines imposed on us by any Card Organization resulting from Chargebacks and all fees, fines and other charges imposed on us by a Card Organization with respect to your acts or omissions. You are also responsible for all fees, fines, and other charges imposed on us as a result of acts or omissions by your agents or third parties.

25.9. If your Chargeback percentage for any line of business exceeds the estimated industry Chargeback percentage, you shall, in addition to the Chargeback fees and any applicable Chargeback handling fees or fines, pay us an excessive Chargeback fee for all Chargebacks occurring in such month in such line(s) of business. Each estimated industry Chargeback percentage is subject to change from time to time by us in order to reflect changes in the industry Chargeback percentages reported by Visa, MasterCard, American Express, Discover Network, or PayPal. Your Chargeback Percentage will be calculated as the larger of (a) the total Visa, MasterCard, American Express, Discover Network and PayPal Chargeback items in any line of business in any calendar month divided by the number of Visa, MasterCard, American Express, Discover Network and PayPal transactions in that line of business submitted that month, or (b) the total dollar amount of Visa, MasterCard, American

Express, Discover Network and PayPal Chargebacks in any line of business received in any calendar month divided by the total dollar amount of your Visa, MasterCard, American Express, Discover Network and PayPal transactions in that line of business submitted in that month.

25.10. You agree to promptly and carefully review your merchants statements or other documents provided or made available to you (physically, electronically or otherwise provided by Us or others) reflecting Card transaction activity, including, activity in your Settlement Account. If you believe any adjustments should be made with respect to your Settlement Account, you must notify us in writing within sixty (60) days after any debit or credit is or should have been effected or such shorter period as provided in the terms and conditions that govern such account. If you notify us after sixty (60) days, we shall have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters shall not create any obligation to continue such investigation or any future investigation.

25.11. If you do not pay us all fees and any other amounts due under this Agreement within thirty (30) days of the date of our merchant statement or other statement setting forth the amount due, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of (i) 12% APR, or (ii) the maximum rate permitted by applicable law.

25.12. Other Debits. We may also debit your Settlement Account or your settlement funds in the event we are required to pay Card Organization fees, charges, fines, penalties or other assessments as a consequence of your sales activities. Such debits shall not be subject to any limitations of time specified elsewhere in the Agreement, including, without limitation the following, which we may add to or delete from this list as changes occur in the Card Organization Rules or our Your Payments Acceptance Guide pursuant to Section 22:

- Card Organization fees, charges, fines, penalties, registration fees, or other assessments including any fees levied against us or any amount for which you are obligated to indemnify us.
 - Currency conversion was incorrectly calculated.
- NOTE:** For Discover Network transactions, you are not permitted to convert from your local Discover Network approved currency into another currency, nor may you quote the price of a transaction in U.S. Dollars if completed in another approved currency.
- Discount Rate not previously charged.
 - Reversal of deposit posted to your account in error.
 - Debit for Summary Adjustment not previously posted.
 - Reversal of Credit for deposit previously posted.
 - Debit for Chargeback never posted to your account.
 - Debit for EDC Batch error fee.
 - Card Organization Merchant Chargeback/fraud monitoring fees – excessive Chargeback handling fees.
 - Failure of transaction to meet Member Controller Authorization Service (“MCAS”) – Cardholder account number on exception file.
 - Original transaction currency (foreign) not provided.
 - Travel Voucher exceeds maximum value.
 - Debit and/or fee for investigation and/or Chargeback costs related to this Agreement, or for costs related to our collection activities in an amount no less than \$100.00.
 - Costs arising from replacement or damage to equipment rented.
 - Payment of current or past due amounts for any equipment purchase, rental or lease.
 - Incorrect merchant descriptor (name and/or city, state) submitted.
 - Incorrect transaction date submitted.
 - Shipping and handling fees.
 - Costs or expenses associated with responding to any subpoena, garnishment, levy or other legal process associated with your account in an amount no less than \$150.00.

26. Chargebacks

26.1. You shall be responsible for reimbursing us for all transactions you submit that are charged back. See Your Payments Acceptance Guide for additional information regarding Chargebacks and Chargeback procedures.

26.2. You shall reimburse us for any Chargebacks, return items, or other losses resulting from your failure to produce a Card transaction record requested by us within the applicable time limits.

27. Representations; Warranties; Covenants; Limitations on Liability; Exclusion of Consequential Damages

27.1. Without limiting any other warranties hereunder, you represent, warrant to and covenant with, us, and with the submission of each Sales Draft reaffirm, the following representations, warranties and/or covenants:

27.1.1. each Card transaction is genuine and arises from a bona fide transaction permissible under the Card Organization Rules by the Cardholder directly with you, represents a valid obligation for the amount shown on the Sales Draft, preauthorized order, or Credit Draft, and does not involve the use of a Card for any other purpose;

27.1.2. each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;

27.1.3. the amount charged for each Card transaction is not subject to any dispute, setoff or counterclaim;

27.1.4. each Card transaction amount is only for respective merchandise or services (including taxes, but without any surcharge) sold, leased or rented by you pursuant to your business as indicated on the application and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Agreement, that merchandise or service was actually delivered to or performed for the Cardholder entering into that Card transaction simultaneously upon your accepting and submitting that Card transaction for processing;

27.1.5. with respect to each Card transaction, you have no knowledge or notice of any fact, circumstance or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectability of that Cardholder's obligation arising from that Card transaction or relieve that Cardholder from liability with respect thereto;

27.1.6. each Card transaction is made in accordance with these General Terms, Card Organization Rules and Your Payments Acceptance Guide;

27.1.7. each Sales Draft is free of any alternation not authorized by the related Cardholder;

27.1.8. you have completed one Card transaction per sale; or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;

27.1.9. you are validly existing, in good standing and free to enter into this Agreement;

27.1.10. each statement made on the Application or other information provided to us in support of this Agreement is true and correct;

27.1.11. you are not doing business under a name or style not previously disclosed to us;

27.1.12. you have not changed the nature of your business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different MCC under Card Organization Rules, in a way not previously disclosed to us;

27.1.13. you will use the Services only for your own proper business purposes and will not resell, directly or indirectly, any part of the Services to any Person; (**NOTE:** Factoring is prohibited.)

27.1.14. you have not filed a bankruptcy petition not previously disclosed to us;

27.1.15. you own and control the Settlement Account, and no third party security interest or lien of any type exists regarding the Settlement Account or any Card transaction.

27.1.16. you will not at any time during the term of this Agreement, or until all amounts due under this Agreement have been paid in full, grant or pledge any security interest or lien in the Reserve Account, Settlement Account or transaction proceeds to any Person without our consent;

27.2. THIS AGREEMENT IS A SERVICE AGREEMENT. WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY SERVICES OR ANY GOODS PROVIDED BY A THIRD PARTY.

27.3. IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT ACKNOWLEDGES AND AGREES THAT PAYMENT OF ANY EARLY TERMINATION FEE OR LIQUIDATED DAMAGES AS PROVIDED ELSEWHERE IN THIS AGREEMENT SHALL NOT BE PROHIBITED BY THIS PARAGRAPH.

27.4. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING BUT NOT LIMITED TO SECTIONS 33 or 28.5), OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS.

27.5. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING BUT NOT LIMITED TO SECTION 30), OUR LIABILITY FOR ANY DELAY IN FUNDING TRANSACTIONS TO YOU FOR ANY REASON, OTHER THAN FOR ANY REASON DESCRIBED IN SECTIONS 23.4 AND 23.6, WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, FROM TIME TO TIME, LESS ONE PERCENT (1%).

27.6. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BANK IS NOT RESPONSIBLE, AND SHALL HAVE NO LIABILITY, TO YOU IN ANY WAY WITH RESPECT TO NON-BANK SERVICES.

28. Confidentiality

28.1. Unless you obtain written consents from us and each applicable Card Organization, Issuer and Cardholder, you must not use, disclose, store, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, Retrieval Requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. You shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. You may not retain or store Magnetic Stripe data or Card Validation Codes after a transaction has been authorized. If you store any electronically captured signature of a Cardholder, you may not reproduce such signature except upon our specific request.

28.2. You acknowledge that you will not obtain ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a Person as an asset upon a bankruptcy, insolvency or failure of Client's business. Upon a bankruptcy, insolvency or failure of Client's business, all Card transaction information must be returned to Servicers or acceptable proof of the destruction of all Card transaction information must be provided to Servicers.

28.3. You will treat this Agreement, the Card Organization Rules and any information supplied or otherwise made accessible by us or our agents as confidential, including without limitation, (i) information about the products, services, operations, procedures, customers, suppliers, sales, pricing, business plans and marketing strategies of Servicers, their respective Affiliates and the customers, clients and suppliers of any of them; (ii) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords Servicers a competitive advantage over its competitors; and (iii) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable and will not disclose the same to any third parties, provided, however, that these restrictions do not apply to information: (a) rightfully obtained on a non-confidential basis from a Person and your agents and representatives, which Person was not subject to a duty of confidentiality, (b) rightfully and independently known by you on a non-confidential basis prior to its disclosure or (c) generally available to the public other than through any disclosure by or fault of you, your agents or representatives.

28.3.1. Our confidential information shall be used by you only to exercise your rights and to perform your obligations hereunder. Client shall receive our confidential information in confidence and not disclose the confidential information to any third party, except as may be agreed upon in writing by us. Client shall safeguard all of our confidential information using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material. Upon request by us or upon termination of this Agreement, Client shall return to us or destroy all of our confidential information in its possession or control.

28.3.2. The obligations of confidentiality and restrictions on use in this Section shall not apply to any confidential information that: (i) was in the public domain prior to the date of the Agreement or subsequently came into the public domain through no fault of Client; (ii) was received from a third party free of any obligation of confidence of Client to the third party and which third party, to Client's knowledge, was not under an obligation to keep the information confidential; (iii) was already in Client's possession prior to receipt from us; (iv) is required to be disclosed by law, regulation or court order after giving us as much advance notice as practical of the possibility of disclosure; or (v) is subsequently and independently developed by Client's employees, consultants or agents without use of or reference to our confidential information.

28.3.3. Except as specifically provided for herein, this Section does not confer any right, license, interest or title in, to or under our confidential information to Client. Except as specifically provided for herein, no license is hereby granted to Client under any patent, trademark, copyright, trade secret or other proprietary rights of ours.

28.3.4. Client acknowledges that breach of the restrictions on use or disclosure of any our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

28.4. We may use data collected as part of performing payment processing or other transaction-related services for you ("Transaction Data") for the purpose of providing additional products and services to you, other merchants, or third parties. This includes collecting, using, and de-identifying cardholder information, dates, amounts, and other Transaction Data to provide you with analytic products and services as well as collecting and using Transaction Data anonymized and aggregated with other merchants' transaction data to provide you, other merchants, and third parties with analytic products and services.

28.5. You shall not assign to any Person, the rights to use the Marks of Servicers, our agents or the Card Organizations.

28.6. All rights, title, and interest in and to all intellectual property related to the Services (including without limitation, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods), owned, developed or licensed by us prior to, during the term of, or after the Agreement, or employed by us in connection with the Services and any updates, changes, alterations, or modifications to or derivative works from such intellectual property, shall be and remain, as among the Parties, our exclusive property.

28.7. Client agrees that we may obtain relevant information from any applicable telecommunications provider utilized by Client, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by Client in connection with the Services.

29. Assignments

29.1. Any transfer or assignment of this Agreement by you, without our prior written consent, by operation of law or otherwise, is voidable by us. Any transfer of voting control of you or your parent shall be considered an assignment or transfer of this Agreement. Furthermore, you shall indemnify and hold us harmless from all liabilities, Chargebacks, expenses, costs, fees and fines arising from such transferee's or assignee's Submission of Card transactions to us for processing. For purposes of this Section 29, any transfer of voting control shall be considered an assignment or transfer of this Agreement.

29.2. The payment Services provided by us require access to a single bank account in which we may initiate both credits and debits. You may not enter into any agreement that would require, in any circumstance or event, the transfer of any payments or proceeds from Card transactions covered by this Agreement to the custody or control of any Person. You may not assign any rights, including the right of payment under this Agreement, to any other person. In the event that you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to (a) refuse to acknowledge such assignment unless accompanied by an Authorization to both initiate debits or credits to the bank account of the assignee, (b) terminate this Agreement immediately, or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

29.3. Another Visa and MasterCard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and MasterCard transactions. Upon substitution, such other Visa and MasterCard member shall be responsible for all obligations required of Bank for Visa and MasterCard transactions, including without limitation, full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

Subject to Card Organization Rules, we may assign or transfer this Agreement and our rights, duties and obligations hereunder and/or may delegate or subcontract our rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent.

29.4. Except as set forth elsewhere in this Section and as provided in the following sentence, this Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, or other person charged with taking custody of a party's assets or business, shall have any right to continue, assume or assign this Agreement.

30. Term; Events of Default

30.1. This Agreement shall become effective upon the date this Agreement is approved by our Credit Department. You acknowledge that our Credit Department maintains a list of business types that are unqualified for our Services. We reserve the right to immediately terminate your account if it has been inadvertently boarded notwithstanding such Credit policies.

30.2. The initial term of this Agreement shall commence and shall continue in force for three years after it becomes effective. Thereafter, it shall continue until we or you terminate this Agreement upon written notice to the other, or as otherwise authorized by this Agreement. Should you fail to notify us in writing of your request to terminate you acknowledge and agree you will continue to be charged fees pursuant to this Agreement notwithstanding non-use of your account. If you have an equipment lease, termination of the Agreement will not terminate your lease or change any of your obligations under that lease (including your obligation to make monthly lease payments).

30.3. Notwithstanding the above or any other provisions of this Agreement, we may terminate this Agreement at any time and for any reason by providing 30 days' advance notice to you. We may terminate this Agreement immediately or with shorter notice upon an Event of Default as provided under Section 30.4 of this Agreement. In the event we provide notice to you of any new fees or increases in existing fees for Services, pursuant to Section 25.5, you may terminate this Agreement without further cause or penalty by notifying us that you are terminating this Agreement prior to the effective date of such new fees or increases. However, maintaining your merchant account, or your continued use of the Services after the effective date of any such fee changes shall be deemed your acceptance of such fee changes for the Services, throughout the term of this Agreement.

30.4. If any of the following events shall occur (each an "Event of Default"):

30.4.1. a material adverse change in your business, financial condition, or business prospects; or

30.4.2. any assignment or transfer of voting control of you or your parent; or

30.4.3. a sale of all or a substantial portion of your assets; or

30.4.4. irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us; or

30.4.5. any of your representations, warranties or covenants in this Agreement are breached in any respect; or

30.4.6. you default in any material respect in the performance or observance of any term, condition or agreement contained in this Agreement, including, without limitation, the establishment or maintenance of funds in a Reserve Account, as detailed in Section 25; or

30.4.7. you default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any of our respective Affiliates; or

30.4.8. you default in the payment when due, of any material indebtedness for borrowed money; or

30.4.9. you file a petition or have a petition filed by another party under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against you in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of you or of a substantial part of your property; or make a general assignment for the benefit of creditors; or take any action for the purpose of authorizing any of the foregoing; or

30.4.10. your independent certified accountants shall refuse to deliver an unqualified opinion with respect to your annual financial statements and your consolidated subsidiaries; or

30.4.11. a violation by you of any applicable law or Card Organization Rule or our reasonable belief that termination of this Agreement or suspension of Services is necessary to comply with any law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury or your breach, as determined by Servicers, of Section 39.2 ("Compliance with Laws"), then, upon the occurrence of (1) an Event of Default specified in subsections 30.4.4, 30.4.9 or 30.4.11, we may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by you, and (2) any other Event of Default, this Agreement may be terminated by us giving not less than 10 days' notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.

30.5. Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. All obligations by you to pay or reimburse us for any obligations associated with transactions you have submitted to us will survive termination of this Agreement until finally and irrevocably paid in full and settled.

30.6. If any Event of Default occurs, regardless of whether such Event of Default has been cured, we may, in our sole discretion, exercise all of our rights and remedies under applicable law, and this Agreement including, without limitation, exercising our rights under Section 31.

30.7. In the event you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting supporting any adjustments that you may claim.

30.8. The Card Organizations often maintain merchant lists such as the Member Alert To Control High-risk (Merchants) ("MATCH") who have had their merchant agreements or Card Acceptance rights terminated for cause. If this Agreement is terminated for cause, you acknowledge that we may be required to report your business name and the names and other information regarding its principals to the Card Organizations for inclusion on such list(s). You expressly agree and consent to such reporting if you are terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by Visa, MasterCard, Discover Network, PayPal or American Express. Furthermore, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

30.9. After termination of this Agreement for any reason whatsoever, you shall continue to bear total responsibility for all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, Credits and adjustments resulting from Card transactions processed pursuant to this Agreement and all other amounts then due or which thereafter may become due under this Agreement.

31. Reserve Account; Security Interest

31.1. You expressly authorize us to establish a Reserve Account pursuant to the terms and conditions set forth in this Section 31. The amount of such Reserve Account shall be set by us, in our sole discretion, based upon your processing history and the potential risk of loss to us as we may determine from time to time.

31.2. The Reserve Account shall be fully funded upon three (3) days' notice to you, or in instances of fraud or suspected fraud or an Event of Default, Reserve Account funding may be immediate. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in the name of Client, any of its principals, or any of its guarantors, or if any of same are authorized signers on such account; (ii) any payments otherwise due to you, including any amount due from TeleCheck; (iii) your delivery to us of a letter of credit; or (iv) if we so agree, your pledge to us of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to us and shall be in a form satisfactory to us. In the event of termination of this Agreement by any party, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by us for the greater of ten (10) months after termination of this Agreement or for such longer period of time as is consistent with our liability for your Card transactions and Chargebacks in accordance with Card Organization Rules. We will hold funds pursuant to this Section 31 in master account(s) with your funds allocated to separate sub accounts. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in a Reserve Account.

31.3. If your funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in the Reserve Account have been released, you agree to promptly pay us such sums upon request.

31.4.1. To secure your obligations to us and our respective Affiliates under this Agreement and any other agreement for the provision of equipment, products or services (including any obligations for which payments on account of such obligations are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause), you grant to us a first priority lien and security interest in and to (i) the Reserve Account and (ii) any of your funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession, whether now or hereafter due or to become due to you from us. Any such funds, money or amounts now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services (including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. You agree to duly execute and deliver to us such instruments and documents as we may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment and subordination set forth in this Agreement.

31.4.2. For sake of clarification and notwithstanding anything in the Agreement to the contrary, in the event Servicers deduct, holdback, suspend, off set or set off any settlement monies or amounts otherwise due you pursuant to the terms of this Agreement (collectively "Set Off Funds"), you acknowledge that such Set Off Funds will be held in a commingled Reserve Account(s) of Servicers.

31.4.3. If in replacement of or in addition to the first priority lien and security interest in the Reserve Account, you grant to Servicers a first priority lien and security interest in and to one or more certificates of deposit, the certificates of deposit shall be uncertificated and shall be subject to an Acknowledgement of Pledge of Certificate of Deposit and Control Agreement (the "Certificate of Deposit Control Agreement") by, between and among Customers, Servicers and the financial institution that has established and issued the certificate of deposit. The form of the Certificate of Deposit Control Agreement and the financial institution that will establish and issue the certificate of deposit shall be satisfactory and acceptable to Servicers.

32. Financial and Other Information

32.1. Upon request, you will provide us and our Affiliates, quarterly financial statements within 45 days after the end of each fiscal quarter and annual audited financial statements within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles. You will also provide such other financial statements and other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request. You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to Bank for any other reason. Upon request, you shall provide, and/or cause to be provided, to us and our Affiliates, or our representatives or regulators (as well as those of the Card Organizations) reasonable access

to your or your providers' facilities and records for the purpose of performing any inspection and/or copying of books and/or records deemed appropriate. In such event, you shall pay the costs incurred by us or our Affiliates for such inspection, including, but not limited to, costs incurred for airfare and hotel accommodations.

32.2. You will provide us with written notice of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of your total assets not later than three (3) days after you become aware of same.

33. Indemnification

33.1. You agree to indemnify and hold us and the Card Organizations harmless from and against all losses, liabilities, damages and expenses: (a) resulting from the inaccuracy or untruthfulness of any representation or warranty, breach of any covenant or agreement or any misrepresentation by you under this Agreement; (b) arising out of your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) arising out of your use of the Services; or (d) arising out of any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer).

33.2. Subject to the limitations set forth in Section 27.4, we agree to indemnify and hold you harmless from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant or agreement or any misrepresentation by us under this Agreement or arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this indemnity obligation shall not apply to Bank with respect to Non-Bank Services.

34. Special Provisions Regarding Non-Bank Cards

34.1. Non-Bank Card transactions are provided to you by Processor and not by Bank and include transactions made using Discover Network, PayPal, American Express, Voyager and WEX Card types. The Services provided, transactions processed and other matters contemplated under this Section 34 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 34 directly conflict with another provision of this Agreement, in which case the terms of this Section 34 will control; provided, however, that (i) Bank is not a party to this Agreement insofar as it relates to Non-Bank Card services, and Bank is not liable to you in any way with respect to such Services and (ii) you agree to pay Processor any per item processing, authorization and other fees described in the Application for any non-acquired transaction services you receive from Processor. For the purposes of this section, the words "we," "our" and "us" refer only to the Processor and not to the Bank. You authorize us to share information from your Application with American Express, Discover Network, PayPal and any other Non-Bank Card Organization.

34.2. If you accept American Express, you understand that if, based upon your anticipated Card transaction volume you do not qualify for our full service program but have otherwise been approved for accepting American Express transactions, your authorizations will be obtained from and funded by American Express. American Express will provide you with its own agreement that governs those transactions. You understand and agree that we are not responsible and assume absolutely no liability with regard to any such transactions, including but not limited to the funding and settlement of American Express transactions, and that American Express will charge additional fees for the services they provide.

34.3. If you accept Discover but do not qualify for our Discover full service program, Discover will provide you with its own agreement that governs those transactions. You understand and agree that we are not responsible and assume absolutely no liability with regard to any such transactions, including but not limited to the authorization, funding, and settlement of Discover transactions, and that Discover may charge additional fees for the services they provide.

34.4. If you accept PayPal Cards you understand that the following requirements apply to PayPal Card transactions in addition to the information required in this Agreement:

- Only in-store, Card present transactions are eligible for processing under this Agreement. Card not present/online, cash over, cash advance, quasi cash transactions, international transactions or manually entered transactions are not eligible for processing. You must contact us or PayPal for information related to services that are not covered in this Agreement.
- You will provide us with information about the Card transactions you conduct; including, data related to your Authorization requests, Card transactions, and transaction dispute responses.
- You will provide us with aggregate and individual information about the Card transactions you accept; including, the number, type and kind of transactions you conduct, your disputes, your business operations, your merchant category code information, and any other information you are required to provide under this Agreement.
- You will not use, store, retain or otherwise disclose any of PayPal's confidential information, Cardholder data, magnetic stripe track data, or PayPal Card transaction data (other than as necessary to complete a transaction).
- You will not use PayPal Cardholder's personal information for marketing and/or other purposes without explicit consent from the Cardholder.

34.5. If you accept JCB, Diners Club International, UnionPay, BCard, and Dinacard, you agree to be bound by the Discover Network provisions of this Agreement. You also acknowledge and agree that JCB, Diners Club International, UnionPay, BCard, and

Dinacard transactions will be processed under and subject to Discover Network Card Organization Rules.

34.6. If you accept Voyager and/or WEX Cards, you agree to be bound by the WEX and/or Voyager rules. You also agree to be bound by all other provisions of this Agreement which are applicable to WEX and/or Voyager.

34.7. If you execute a separate WEX Merchant Agreement (WEX Non Full Service Program), you understand that we will provide such agreement to WEX, but that neither we nor WEX shall have any obligation whatsoever to you with respect to processing WEX Cards unless and until WEX executes your WEX Merchant Agreement. If WEX executes your WEX Merchant Agreement and you accept WEX Cards, you understand that WEX transactions are processed, authorized and funded by WEX. You understand that WEX is solely responsible for all agreements that govern WEX transactions and that we are not responsible and assume absolutely no liability with regard to any such agreements or WEX transactions, including but not limited to the funding and settlement of WEX transactions. You understand that WEX will charge additional fees for the services that it provides.

34.8. In addition to the information stated in Part I, Appendix I of the Your Payments Acceptance Guide regarding Voyager Cards, the following terms apply

- Under Section 27 (Representations; Warranties; Covenants; Limitations of Liability; Exclusion of Consequential Damages) of the General Terms, in no event shall our cumulative liability to you for losses, claims, suits, controversies, breaches or damages for any cause whatsoever in connection with Voyager transactions exceed the lesser of \$10,000.00 or the Voyager transaction fees paid by you to us for the two months prior to the action giving rise to the claim.
- Notwithstanding anything in this Agreement to the contrary, our obligation to provide services to you relating to any Fleet Card will terminate automatically without penalty to us or the related Card Organization upon the earlier of (i) the termination or expiration of our agreement with such Card Organization, (ii) at least twenty (20) days prior written notice by us to you; (iii) your failure to comply with material terms relating to such Fleet Card transactions, or (iv) written notice, if a Card Organization discontinues its Card

35. Special Provisions for Debit Card

The special provisions outlined in this Section 35 apply only to those Debit Card transactions that are processed by a Cardholder entering a PIN unless the transaction is a network supported PINless transaction. A PINless transaction is a Debit Card transaction that a merchant submits to us for settlement/funding transactions with neither a PIN nor Signature. The Services provided, transactions processed and other matters contemplated under this Section 35 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 35 directly conflict with another provision of this Agreement, in which case the terms of this Section 35 will control.

35.1. Debit Card Acceptance. Most, but not all, ATM Cards (Debit Cards) can be accepted at the point of sale at participating locations. Examine the back of the Debit Card to determine if the Card participates in a PIN Debit network that you are authorized to accept. PIN Debit network Mark(s) are usually printed on the back of the Card. If the Debit Card is valid and issued by a financial institution Issuer participating in a PIN Debit network, you must comply with the following general requirements for all participating PIN Debit networks, in addition to the specific requirements of that PIN Debit network:

- You must honor all valid Debit Cards when presented that bear authorized PIN Debit network Marks.
- You must treat transactions by Cardholders from all Issuers in the same manner.
- You may not establish a minimum or maximum transaction amount for Debit Card acceptance.
- You may not require additional information, besides the PIN, for the completion of the transaction unless the circumstances appear suspicious. A signature is not required for Debit Card transactions.
- You shall not disclose transaction related information to any party other than your agent, a PIN Debit network, or Issuer and then only for the purpose of settlement or error resolution.

35.2. Transaction Processing. The following general requirements apply to all Debit Card transactions:

- All Debit Card transactions must be authorized and processed electronically. There is no Voice Authorization or Imprinter procedure for Debit Card transactions.
- You may not complete a Debit Card transaction that has not been authorized. If you cannot obtain an Authorization at the time of sale, you should request another form of payment from the Cardholder or process the transaction as a Store and Forward or Resubmission, in which case you assume the risk that the transaction fails to authorize or otherwise declines. The Cardholder should be instructed to contact the Issuer to find out why a transaction has been declined.
- The Debit network used to process your debit transaction will depend upon, among other things, our own business considerations, the availability of the Debit network at the time of the transaction and whether a particular Debit Card is enabled for a particular Debit network. The Debit network used to route your transaction may or may not be the lowest cost network available. We may, in our sole discretion (i) use any Debit network available to us for a given transaction (including any of our affiliated PIN Debit networks) and (ii) add and/or remove Debit networks available to you based on a variety of factors including availability, features, functionality and our own business considerations.

- You must issue a receipt to the Cardholder upon successful completion of a transaction and effect PAN Truncation on it.
- You may not manually enter the account number for PIN Debit transactions. Signature Debit transaction may be key entered if you are unable to swipe the Card. The account number must be read electronically from the Magnetic Stripe/chip for transactions authenticated with a PIN. If the Magnetic Stripe/chip is unreadable, you must request another form of payment from the Cardholder. Do obtain a signature if PIN authentication is not supported or available.
- Any applicable tax must be included in the total transaction amount for which Authorization is requested. Tax may not be collected separately in cash.
- YOU ARE RESPONSIBLE FOR SECURING YOUR POS DEVICES AND FOR IMPLEMENTING APPROPRIATE CONTROLS TO PREVENT EMPLOYEES OR OTHERS FROM SUBMITTING CREDITS AND VOIDS THAT DO NOT REFLECT BONA FIDE RETURNS OR REIMBURSEMENTS OF PRIOR TRANSACTIONS.**

35.3. Cash Back From Purchase. You may offer cash back to your customers when they make a PIN Debit Card purchase. You may set a minimum and maximum amount of cash back that you will allow. If you are not currently offering this service, your POS device may require additional programming to begin offering cash back as long as it is supported by the Debit Network.

35.4. Settlement. You must reconcile your accounts for each location daily and notify us within 24 hours of any issues.

35.5. Adjustments. An adjustment is a transaction that is initiated to correct a Debit Card transaction that has been processed in error. For signature debit transactions (including "no signature" signature debit transactions), both the Cardholder and the card issuing bank have the right to question or dispute a transaction. If these questions or disputes are not resolved, a chargeback may occur. You are responsible for all adjustment and Chargeback fees that may be charged by a Debit network. **There are several reasons for adjustments being initiated:**

- The Cardholder was charged an incorrect amount, whether too little or too much.
- The Cardholder was charged more than once for the same transaction.
- A processing error may have occurred that caused the Cardholder to be charged even though the transaction did not complete normally at the point of sale.
- A Cardholder is disputing the goods or services provided.

All parties involved in processing adjustments and Chargebacks are regulated by time frames that are specified in the operating rules of the applicable Debit network, The Electronic Funds Transfer Act, Regulation E, and other applicable law.

36. Special Provisions Regarding EBT Transactions

If you elect to accept EBT Cards and engage in EBT transactions, the terms and conditions of this Section 36 shall apply.

EBT transactions are provided to you by Processor and not by Bank. The Services provided, transactions processed and other matters contemplated under this Section 30 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 30 directly conflict with another section of this Agreement, in which case the terms of this Section 30 will control; provided, however, that Bank is not a party to this Agreement insofar as it relates to EBT transactions, and Bank is not liable to you in any way with respect to such Services. For the purposes of this section, the words "we," "our" and "us" refer only to the Processor and not to the Bank.

We offer electronic interfaces to EBT networks for the processing, settlement and switching of EBT transactions initiated through the use of a state-issued EBT card ("EBT Card") at your POS Terminal(s) for the provision of United States Department of Agriculture, Food and Nutrition Service ("FNS"), Supplemental Nutrition Assistance Program ("SNAP") and Women, Infants and Children Benefits ("WIC Benefits") and/or government delivered Cash Benefits (Cash Benefits, together with FNS, SNAP and WIC Benefits, collectively are referred to as the "EBT benefits") to EBT benefit recipients ("EBT customers"), subject to the terms below.

36.1. Acceptance of EBT Benefits. You agree to accept EBT Cards and provide EBT benefits to EBT customers through the use of a POS Terminals, PIN pad and printer or other equipment that meet standards as set forth in the EBT Rules ("Authorized Terminal") applicable to such EBT benefits during your normal business hours, in a manner consistent with your normal business practices and in accordance with the EBT Rules.

You will provide EBT benefits to EBT customers, in accordance with the procedures set forth in the EBT Rules, in the amount authorized through your Authorized Terminal upon presentation by an EBT customer of an EBT Card and such EBT customer's entry of a valid PIN. The "EBT Rules" means (i) all procedures that we establish and provide to you from time-to-time regarding your acceptance of EBT Cards and provision of EBT benefits to EBT customers; (ii) the Quest Rules, as amended from time-to-time, issued by the National Automated Clearing House Association and as approved by the Financial Management Service of the U.S. Treasury Department, as necessary (and any rules that succeed or replace the Quest Rules); and (iii) other such laws, rules, regulations and procedures that are applicable to the acceptance of EBT Cards and the provision of EBT benefits by you under this Section 30, including without limitation, laws pertaining to delivery of services to EBT customers and EBT customer confidentiality, the federal Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Clean Air Act, Clean

Water Act, Energy Policy and Conservation Act, Immigration Reform and Control Act of 1986, regulations issued by the Department of Agriculture pertaining to Food Stamp Program, and, any additional procedures specified by the state regarding lost EBT Cards, forgotten PINs, discrepancies in benefits authorized and similar matters by providing EBT customers with information such as telephone numbers and addresses of the state or other appropriate agencies. The "Food Stamp Program" is the government benefits program operated under the authority of the Food Stamp Act of 1964.

If the Authorized Terminal fails to print EBT benefit issuance information as approved and validated as a legitimate transaction, you will comply with the procedures set forth in the EBT Rules for authorization of EBT benefits in such instance. You are solely responsible for your provision of EBT benefits other than in accordance with authorizations timely received from EBT service provider. You will not resubmit any EBT Card transaction except as specifically permitted by the EBT Rules and procedures applicable to such EBT Card transaction. You must provide a receipt for each EBT transaction to the applicable EBT customer.

You will not accept any EBT Card for any purpose other than providing EBT Benefits, including without limitation accepting an EBT Card as security for repayment of any EBT customer obligation to you. In the event of any violation of this provision, you will be obligated to reimburse the state or us for any EBT benefits unlawfully received by either you or an EBT customer to the extent permitted by law. Cash should never be dispensed for FNS, SNAP and WIC Benefits.

36.2. Manual EBT Vouchers. In accordance with the procedures set forth in this Section 30 and the EBT Rules, you will manually accept EBT Cards during periods of time when your Authorized Terminal is not working or the EBT system is not available; you will manually provide EBT benefits in the amount authorized through the applicable EBT service provider to the EBT customers at no cost to the EBT customers upon presentation by an EBT customer of his/her EBT Card. All manual voucher authorizations must be cleared on your POS terminal for payment of voucher to be made to you. In addition to any procedures set forth in the EBT Rules, the following limitations will apply to manual issuance of FS Benefits by merchant:

- An authorization number for the amount of the purchase must be received by you from the applicable EBT service provider while the respective EBT customer is present and before you provide such EBT customer with any FNS, SNAP and WIC Benefits, or Cash Benefits, as applicable. You must not attempt to voice authorize a manual EBT transaction if the EBT customer is not present to sign the voucher. The EBT customer must sign the voucher. A copy of the voucher should be given to the EBT customer at the time of authorization and you should retain one copy for your records.
- Specified EBT customer, clerk and sales information, including the telephone authorization number, must be entered properly and legibly on the manual sales draft.
- All manual voucher authorizations must be cleared on your Authorized Terminal before payment of voucher will be made to you. Vouchers must be cleared within 10 Business Days after the date of applicable voice authorization. Vouchers cannot be cleared by any manner except by your Authorized Terminal therefore you should never mail vouchers requesting payment. If a voucher expires before it has been cleared by your Authorized Terminal for payment, no further action can be taken to obtain payment for the voucher.
- In the event that, due to EBT host failure, EBT benefit availability for an EBT customer cannot be determined at the time you request authorization, the maximum authorized manual transaction and benefit encumbrance will be \$40.00 or such other state specific floor limit as set forth in the most current version of the applicable EBT Rules.
- Except as specifically provided in the applicable EBT Rules, you will not be reimbursed and will be solely responsible for a manual transaction when you fail to obtain an authorization number from the applicable EBT service provider as set forth in this Section 36 or otherwise fail to process the manual transaction in accordance with the EBT Rules.
- If you have not received an authorization number in accordance with paragraph 36.1 above, you may not "re-submit" a manual sales draft for payment for the same transaction.

36.3. Acceptance of Cash Benefits. If you agree to accept EBT Cards and to provide Cash Benefits, you agree to maintain adequate cash on hand to issue EBT service provider authorized Cash Benefits and will issue such Cash Benefits to EBT customers in the same manner and to the same extent cash is provided to your other customers. You may not require, and may not in your advertising suggest, that any EBT customers must purchase goods or services from you as a condition to receiving Cash Benefits, unless such condition applies to other customers as well. You may not designate and direct EBT customers to special checkout lanes restricted to use by EBT customers unless you also designate and direct other customers to special checkout lanes for Debit Cards or Credit Cards and/or other payment methods such as checks other than cash.

36.4. Interoperability. If you accept EBT Cards and provide EBT benefits (FNS, SNAP and WIC Benefits and/or Cash Benefits), you must do so for EBT customers from all states.

36.5. Required Licenses. If you provide FNS, SNAP and WIC Benefits under this Agreement, you represent and warrant to us that you are a FNS authorized merchant and are not currently disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS. You agree to secure and maintain at your own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of EBT benefits under this Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenant that you will not accept EBT Cards or provide EBT

benefits at any time during which you are not in compliance with the requirements of any EBT Rules.

36.6. Term and Termination. If you are disqualified or withdrawn from the Food Stamp Program, your authority to issue benefits will be terminated concurrently therewith. Such disqualification or withdrawal will be deemed a breach of this Agreement with respect to your authority to issue Cash Benefits and, in the event of such disqualification, we have the right to immediately terminate the provision of service under this Section 30 or the Agreement in its entirety. With respect to the issuance of Cash Benefits only, your authority to issue Cash Benefits may be suspended or terminated immediately at the sole discretion of us, the state or its EBT service provider, effective upon delivery of a notice of suspension or termination specifying the reasons for such suspension or termination if there will be (i) any suspension, injunction, cessation, or termination of the EBT service provider's authority to provide EBT services to the state; (ii) failure by you, upon not less than thirty (30) days' prior written notice, to cure any breach by you of these terms and conditions, including without limitation, your failure to support the issuance of EBT benefits during your normal business hours consistent with your normal business practices, your failure to comply with EBT benefit issuance procedures, your impermissible acceptance of an EBT Card, or your disqualification or withdrawal from the Food Stamp Program; or (iii) based on a state's or its EBT service provider's investigation of the relevant facts, evidence that you or any of your agents or employees are committing, participating in, or have knowledge of fraud or theft in connection with the dispensing of EBT benefits. If you fail to cure any breach as set forth above, you may appeal such suspension of termination to the applicable state for determination in its sole discretion.

In the event that your authority to accept benefits is suspended or terminated by a state or its EBT service provider, and you successfully appeal such suspension or termination to the state or its EBT service provider, we shall be under no obligation to reinstate the services previously provided under this Section 30 or the Agreement, as applicable.

The provision of services under this Section 30 shall terminate automatically if our agreement or our service provider's agreement with any applicable state's EBT service provider terminates for any reason.

You will give prompt notice to us if you plan to stop accepting EBT Cards and providing EBT benefits or if you are unable to comply with the terms of this Section 36.

36.7. Confidentiality of EBT System Information. All information related to EBT customers and/or the issuance of EBT benefits shall be considered confidential information.

Individually identifiable information relating to an EBT customer or applicant for EBT benefits will be held confidential and will not be disclosed by you or your directors, officers, employees or agents, without prior written approval of the applicable state.

You will: (a) implement appropriate measures designed to: (1) ensure the security and confidentiality of all non-public personal information or materials regarding customers ("NPPI"); (2) protect against any anticipated threats or hazards to the security or integrity of NPPI; (3) protect against unauthorized access to or use of NPPI that could result in substantial harm or inconvenience to any customer and (4) ensure the proper disposal of NPPI; and (b) take appropriate actions to address incidents of unauthorized access to NPPI, including notification to us as soon as possible.

The use of information obtained by you in the performance of your duties under this Section 36 will be limited to purposes directly connected with such duties.

36.8. EBT Service Marks. You will adequately display any applicable state's service Marks or other licensed marks, including the Quest Marks, and other materials supplied by us (collectively the "Protected Marks") in accordance with the standards set by the applicable state. You will use the Protected Marks only to indicate that EBT benefits are issued at your location(s) and will not indicate that we, any state or its EBT service provider endorse your goods or services. Your right to use such Protected Marks pursuant to this Agreement will continue only so long as this Section 36 remains in effect or until you are notified by us, any state or its EBT service provider to cease their use or display. You will not use the Marks of any EBT service provider without prior written approval from such EBT service provider.

36.9. Miscellaneous.

36.9.1. Errors. You will fully cooperate with us and any other participants in the EBT system in the resolution of errors and disputes regarding EBT transactions processed pursuant to this Section 36. You will promptly notify us of any such errors or disputes.

36.9.2. Issuance Records.

i. You agree to make available such informational materials as may be required by the state, its EBT service provider or any applicable regulations pertaining to the issuance of Benefits.

ii. You will retain all EBT-related records (including but not limited to manual sales drafts or vouchers) in the manner required by the EBT Rules or otherwise reasonably requested by us for three (3) years following the date of the applicable EBT transaction, or for such additional period as may be required by the EBT Rules. Records involving matters in litigation will be kept by you for a period of not less than three (3) years following the termination of the applicable litigation. Copies of any documents in media other than paper (e.g., microfilm, etc.) related to this Section 30 may be substituted for the originals to the extent permitted under applicable EBT Rules and provided that legible paper copies can be reproduced within a reasonable time after such records are requested.

iii. You will make all EBT-related records available for audit upon request to representatives of the state or its EBT service provider, or other authorized state or federal government agency during normal business hours.

iv. To assure compliance with this Agreement, including without limitation this Section 30, the state, its EBT service provider, or other authorized state or federal government agency, will at all times, upon advance notice except in the case of suspected fraud or other similar activity, have the right to enter, during normal business hours, your premises to inspect or evaluate any work performed under this Agreement, or to obtain any other information required to be provided by you or otherwise related to this Agreement.

36.9.3. Training. You will train and permit your employees to receive training regarding the issuance of EBT benefits.

36.9.4. Amendments. Notwithstanding anything to the contrary in this Agreement, if any of these terms and conditions are found to conflict with the EBT Rules or federal or state policy, these terms and conditions are subject to reasonable amendment by us, a state or its EBT service provider to address such conflict upon written notice to you and such amendment shall become effective upon such notice.

36.9.5. State Action. Nothing contained herein shall preclude a state from commencing appropriate administrative or legal action against you or for making any referral for such action to any appropriate federal, state, or local agency.

36.9.6. Reference to State. Any references to state herein will mean the state in which you accept EBT benefits pursuant to this Section 36. If you accept EBT benefit in more than one state pursuant this Section 36, then the reference will mean each such state severally, not jointly.

36.9.7. Third Party Beneficiaries. These terms and conditions, do not create, and will not be construed as creating, any rights enforceable by any person not having any rights directly under this Agreement, except that the state and its Issuer, as defined in the Quest Rules, will be deemed third party beneficiaries of the representations, warranties, covenants and agreements made by you under the Agreement, including without limitation this Section 36.

37. Special Provisions Regarding Wireless Service

If you elect to purchase the Wireless Services from us as indicated on the Application, then the following terms and conditions of this Section 37, referred to as the "**Wireless Services Terms**," shall apply. THE WIRELESS SERVICES ARE BEING SOLD TO YOU FOR USE IN BUSINESS AND ARE NOT BEING SOLD TO YOU FOR HOUSEHOLD OR PERSONAL USE. Sale of Wireless Services is made by Processor and not the Bank. The Services provided, transactions processed and other matters contemplated under this Section 37 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 37 directly conflict with another section of this Agreement, in which case the terms of this Section 37 will control; provided, however, that Bank is not a party to this Agreement insofar as it relates to Wireless Services, and Bank is not liable to you in any way with respect to such services. For the purposes of this section, the words "we," "our" and "us" refer only to the Processor and not to the Bank.

Through one or more third party vendors ("Wireless Vendor(s)") selected by us in our sole discretion, we have acquired the right to resell certain wireless data communication services that use radio base stations and switching offered by certain cellular telephone and data networks throughout the country (the "Wireless Networks") in order to allow you to capture and transmit to Processor and Bank certain wireless Card Authorization transactions or to transmit other communications to our system ("Wireless Services").

If you elect to purchase voice and/or data services directly from a third party provider for use with the Wireless Equipment as permitted by Processor, you acknowledge and agree that this Agreement does not address or govern those voice and/or data services or your relationship with that third party provider, and Services are in no way responsible for providing, maintaining, servicing or supporting such third party voice and/or data services.

37.1. Purchase of Wireless Services. The prices that you will pay for the Wireless Services are set forth on the Application. In connection with your purchase of Wireless Services, you will receive access to a certain Wireless Network(s).

• Licenses. You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission ("FCC") or any other regulatory authority, if any, for the lawful operation of Wireless Equipment used by you in connection with your receipt of Wireless Services. You will promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

• Wireless Equipment. You agree that in order to access the Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by Processor from time to time in its sole discretion (the "Wireless Equipment"). If Wireless Equipment is purchased by you from us as indicated on the Application, then the terms of this Agreement apply to your use of such Wireless Equipment.

• Improvements/General Administration. We and the Wireless Vendor(s) reserve the right to make changes, from time to time, in the configuration of the Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

In addition, we reserve the right to schedule, from time to time, interruptions of service for maintenance activities.

- Suspension of Wireless Services. We or a Wireless Network may suspend the Wireless Services to: (a) prevent damages to, or degradation of, our or a Wireless Network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a Wireless Network from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending the Wireless Services to you. If not commercially reasonable to give prior notice, we will give notice to you as soon as commercially practicable thereafter. Availability of the Wireless Services may vary due to events beyond the control of us or our Wireless Vendors. In the event of a suspension of the Wireless Services, we or the applicable Wireless Vendor will promptly restore the Wireless Services after the event giving rise to the suspension has been resolved.

37.2. Software Licenses. Processor hereby grants to you a non-exclusive, non-transferable, revocable limited sublicense to use any wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from Processor's systems onto the Wireless Equipment in connection with your purchase and use of the Wireless Services in accordance with the terms of this Agreement, including this Section 37. Anything in this Agreement to the contrary notwithstanding, we or certain third parties retain all ownership and copyright interest in and to all Wireless Software, related documentation, technology, know-how and processes embodied in or provided in connection with the Wireless Software, and you shall have only a nonexclusive, non-transferable license to use the Wireless Software in your operation of the Wireless Equipment for the purposes set forth in this Agreement. Nothing in this Agreement confers any title or ownership of any such Wireless Software to you or shall be construed as a sale of any rights in any such Wireless Software to you. You agree to accept, agree to and be bound by all applicable terms and conditions of use and other license terms applicable to such Wireless Software. You shall not reverse engineer, disassemble or decompile the Wireless Software. You shall not give any Person access to the Wireless Software without our prior written consent. Your obligations under this Section 37.2 shall survive the termination of this Agreement. You acknowledge that the only right you obtain to the Wireless Software is the right to use the Wireless Software in accordance with the terms in this Section.

37.3. Limitation on Liability. We shall have no liability for any warranties by any party with respect to uninterrupted Wireless Services, as set forth in Section 37.10, or for any Person's unauthorized access to Client's data transmitted through either the Wireless Equipment or Wireless Services (including the Wireless Software), or Wireless Networks, regardless of the form of action (whether in contract, tort (including negligence), strict liability or otherwise). The foregoing notwithstanding, for any other liability arising out of or in any way connected with these Wireless Services terms, including liability resulting solely from loss or damage caused by partial or total failure, delay or nonperformance of the Wireless Services or relating to or arising from your use of or inability to use the Wireless Services, Processor's, Bank's, and Wireless Vendor(s)' liability shall be limited to your direct damages, if any, and, in any event, shall not exceed the lesser of the amount paid by you for the particular Wireless Services during any period of failure, delay, or nonperformance of the Wireless Services or \$50,000.00. In no event shall Servicers, Wireless Vendor(s) or our respective Affiliates be liable for any indirect incidental, special, consequential or punitive damages. The remedies available to you under these Wireless Services Terms will be your sole and exclusive remedies with respect to the Wireless Services.

37.4. Indemnification. In addition to any other indemnifications as set forth in this Agreement, you will indemnify and hold Servicers, Wireless Vendor(s) and our respective officers, directors, employees, and Affiliates harmless from and against any and all losses, claims, liabilities, damages, costs or expenses arising from or related to: (a) the purchase, delivery, acceptance, rejection, ownership, possession, use condition, liens against, or return of the Wireless Equipment or the Wireless Equipment (including the Wireless Software), as applicable; (b) your negligent acts or omissions; (c) any breach by you of any of your obligations under this Section 37; or (d) any Person's unauthorized access to Client's data and/or unauthorized financial activity occurring on your Merchant Identification Number hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

37.5. Confidentiality. All information or materials which could reasonably be considered confidential or competitively sensitive that you access from or relate to either Wireless Vendor(s) or Servicers related to the subject matter of these Wireless Services Terms will be considered confidential information. You will safeguard our confidential information with at least the same degree of care and security that you use for your confidential information, but not less than reasonable care.

37.6. Termination. In addition to any other provision in this Agreement, the Wireless Services being provided under this Section 37 may terminate:

- a) Immediately upon termination of the agreement between us (or our Affiliates) and Wireless Vendor(s), provided that we will notify you promptly upon our notice or knowledge of termination of such agreement, provided further that if Wireless Vendor(s) loses its authority to operate less than all of the Wireless Services or if the suspension of any authority or non-renewal of any license relates to less than all of the Wireless Services, then these Wireless Services Terms will terminate only as to the portion of the Wireless Services affected by such loss of authority, suspension or non-renewal; or

- b) Immediately if either we or our Affiliates or Wireless Vendor(s) are prevented from providing the Wireless Services by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority (including without limitation the FCC).

37.7. Effect of Termination. Upon termination of these Wireless Services Terms for any reason, you will immediately pay to us all fees due and owing to us hereunder. If these Wireless Services terms terminate due to a termination of the agreement between us or our Affiliates and Wireless Vendor(s), then we may, in our sole discretion, continue to provide the Wireless Services through Wireless Vendor(s) to you for a period of time to be determined as long as you continue to make timely payment of fees due under these Wireless Services Terms.

37.8. Third Party Beneficiaries. Wireless Vendor(s) are third party beneficiaries of these Wireless Services Terms and may enforce its provisions as if a party hereto.

37.9. Other Applicable Provisions. You also agree to be bound by all other terms and conditions of this Agreement.

37.10. Disclaimer. Wireless Services use radio transmissions, so Wireless Services can't be provided unless your Wireless Equipment is in the range of one of the available Wireless Networks' transmission sites and there is sufficient network capacity available at that moment. There are places, particularly in remote areas, with no service at all. Weather, topography, buildings, your Wireless Equipment, and other conditions we don't control may also cause failed transmissions or other problems. PROCESSOR, BANK, AND WIRELESS VENDOR(S) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES RELATING TO WIRELESS SERVICES. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE WIRELESS SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF.

38. Special Provisions Regarding Clover Security Plus

Clover Security Plus consists of a POS security monitor, the TransArmor Data Protection service, and tools that you can use to help you meet your PCI DSS compliance obligations. Each of these services is described in more detail below. Clover Security Plus is provided to you by Processor and not by Bank. Clover Security Plus is available only for Level 3 and Level 4 merchants, as defined by the Payments Organizations. Clover Security Plus is not available for Level 1 or Level 2 merchants.

38.1. The POS security monitor offers you monitoring, scanning, and anti-virus software services for your point of sale computer systems. The TransArmor Data Protection service is described in Sections 38.14 and 38.15.

38.2. Scanning Authority; Scanning Obligations. You represent and warrant that you have full right, power, and authority to consent for Clover Security Plus to scan for vulnerabilities in the IP address and/or URL and/or domain names identified to us by you for scanning, whether electronically or by any other means, whether during initial enrollment or thereafter. If applicable, you shall obtain all consents and authorizations from any third parties necessary for us or our vendors to perform the Clover Security Plus services, including, without limitation, third party data centers, co-locations and hosts. We will not be required to execute agreements with any such third parties. You agree to defend, indemnify and hold us and our vendors harmless from any third party claim that such access was not authorized. You may use Clover Security Plus and portals only to scan IP addresses, URLs and domain names owned by and registered to you. You understand that your failure to provide a complete list of and complete access to your IP addresses will significantly impair the scanning services and may result in incomplete or inaccurate results. You agree that the Clover Security Plus services hereunder, including without limitation their functionality and contents, constitute confidential information, and your use and/or access to the Clover Security Plus is subject to the terms of confidentiality set forth in this Agreement.

38.3. Data Collection. In the course of providing the Clover Security Plus, we may collect information relating to activities on your network (the "Data") including, but not limited to: network configuration, TCP/IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use the Data or aggregations thereof for any reasonable purpose.

38.4. Data Protection; Responsibilities of Client. Data Protection applies only to card transactions sent from you to us for authorization and settlement pursuant to the Agreement, and specifically excludes electronic check transactions. You are responsible to comply with the following regarding your use of Data Protection:

- (a) Data Protection can only be used with an eligible POS device, gateway, interactive voice response system, or similar system or equipment sale device, gateway, that is certified by us for use with Data Protection. If you are uncertain whether your equipment is eligible or certified, please contact us. It is your responsibility to ensure that you have eligible equipment in order to use Data Protection.
- (b) You must demonstrate and maintain your current PCI DSS compliance certification. Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), as applicable, and if applicable to your business, passing quarterly network scans performed by an Approved Scan Vendor, all in accordance with card organization rules and PCI DSS. Use of the Data Protection will not, on its own, cause you to be compliant or eliminate your obligations to comply with PCI DSS or any other Card

Organization Rule. You must also ensure that all third parties and software that you use for payment processing comply with the PCI DSS.

- (c) You must deploy Data Protection (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout your systems including replacing existing Card numbers on your systems with Tokens. Full Card numbers must never be retained, whether in electronic form or hard copy.
- (d) You must use the Token in lieu of the Card number for ALL activities subsequent to receipt of the authorization response including, settlement processing, retrieval processing, chargeback and adjustment processing and transaction reviews.
- (e) If you send or receive batch files containing completed Card transaction information to/from us, you must use the service provided by us to enable such files to contain only Tokens or truncated information.
- (f) You must use truncated report viewing and data extract creation within reporting tools provided by us.
- (g) You are required to follow rules or procedures we may provide to you from time to time regarding your use of Data Protection. We will provide you with advance written notice of any such rules or procedures or changes to such rules or procedures.
- (h) You will use only unaltered version(s) of Data Protection and will not use, operate or combine Data Protection or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with the uses contemplated in this section.
- (i) You will promptly notify us of a breach of any these terms.

38.5. Tokenization Limited Warranty. Subject to the terms of this Agreement, we (i) warrant that each token returned to you through Data Protection cannot be used to initiate a financial sale transaction by an unauthorized entity/person outside your point of sale systems and facilities where you process and/or store transaction data (the "Limited Warranty"); and (ii) agree to indemnify and hold you harmless from direct damages, including third party claims, resulting from our breach of the Limited Warranty. This express remedy for our breach of the Limited Warranty constitutes our entire liability and your sole and exclusive remedy for our breach of the Limited Warranty.

The Limited Warranty is void if (a) you use Data Protection in a manner not contemplated by, or you are otherwise in violation of, this Agreement or any other agreement relating to Cards eligible for Data Protection; (b) you are grossly negligent or engage in intentional misconduct; or (c) you no longer have a processing relationship with us.

38.6. Disclaimer; Clover Security Plus Does Not Guarantee Compliance or Security.

38.6.1. USE OF CLOVER SECURITY PLUS, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE CLOVER SECURITY PLUS, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE CLOVER SECURITY PLUS, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE CLOVER SECURITY PLUS, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

38.6.2. YOU MUST COMPLY WITH ALL RULES OR PROCEDURES RELATING TO CLOVER SECURITY PLUS (OR ANY COMPONENT OF CLOVER SECURITY PLUS) THAT WE GIVE YOU FROM TIME TO TIME. YOU MUST ALSO IMPLEMENT ALL UPDATES TO CLOVER SECURITY PLUS WITHIN A REASONABLE PERIOD OF TIME AFTER YOU RECEIVE THEM. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND/OR OTHERWISE PROTECTING YOUR DATA, SYSTEMS, AND SERVICE.

38.6.3. Use of Clover Security Plus does not (a) guarantee compliance with any laws, Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Rules, and applicable standards (including the PCI DSS), or (c) guarantee protection against a Data Incident. Your use of Clover Security Plus involves inherent risks, including system performance, availability, and data corruption. We make no promise, and disclaim all warranties of any kind, that the use of Clover Security Plus will detect all vulnerabilities on your system, or that our vulnerability assessments, suggested solutions, information, or advice is error-free or complete.

38.7. Intellectual Property Rights.

38.7.1. All right, title, and interest in and to all confidential information and intellectual property related to the Clover Security Plus (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Clover Security Plus, shall be and remain, as among the Parties or our Affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property, and all right, title and interest associated with the Clover Security Plus, Equipment and Software not expressly granted by us in this Agreement are deemed withheld. You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

38.7.2. You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Clover Security Plus, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Clover Security Plus, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Clover Security Plus (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Clover Security Plus or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Security Plus or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Clover Security Plus, Software or Documentation (or any part) or the Marks.

38.7.3. If we provide you with copies of or access to any Software or Documentation, unless otherwise expressly stated in writing, that Software and Documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Clover Security Plus service and solely for you to access and use the Software and Documentation to receive the relevant Clover Security Plus service for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

38.7.4. You shall not take any action inconsistent with the stated title and ownership in this Section 38. You will not file any action, in any forum that challenges the ownership of any part of the Clover Security Plus or any software, materials or Documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Clover Security Plus in the event of a challenge by you.

38.7.5. If you are acquiring any of the Clover Security Plus services on behalf of any part of the United States Government (Government): any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; (b) we are the contractor/manufacturer, with the address set forth in this Agreement; and (c) any use, modification, reproduction, release, performance, display or disclosure of Clover Security Plus and/or the accompanying documentation by the Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.

38.8. Software Updates, Maintenance and Changes.

38.8.1. We may perform maintenance on Software or Clover Security Plus which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors. We may, at our discretion, release enhancements, improvements or other updates to any Software, or otherwise make any changes to the Clover Security Plus (or any part).

38.8.2. You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

38.9. Accessing Services via the Internet or third parties. You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Clover Security Plus, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

38.10. Access and Use of Services.

38.10.1. Unless we otherwise agree in writing, the Clover Security Plus shall be for your internal business use in the United States and US territories or possessions only.

38.10.2. You shall not and shall not permit any third party to: (a) access or attempt to access any of the Clover Security Plus service that is not intended to be available to you; (b) access or use (in any format) the Clover Security Plus (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access TransArmor (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any part of the Clover Security Plus, prevent access to or use of any of the Clover Security Plus by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Clover Security Plus (or any part) except as permitted in this Agreement.

38.10.3. We have the right to rely on user names, password and other sign on credentials/access controls for the Clover Security Plus or any Software (including

Federated Single Sign-on credentials) provided or approved by us to authenticate access to, and use of, the Services and any Software.

38.11. Indemnification. In addition to other indemnifications provided in this Agreement, you agree to indemnify and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from (a) your use of the Clover Security Plus, including any Software or Equipment provided under this Agreement; or (b) any other person's authorized or unauthorized access and/or use of the Clover Security Plus (or any part), Software or Equipment, whether or not using your unique username, password, or other security features.

38.12. Liability Waiver.

38.12.1. Subject to your subscribing to the entire Clover Security Plus bundle and to the terms of this Agreement, we agree to waive liability that you have to us under this Agreement for Security Event Expenses resulting from a Data Incident first discovered by you or us while you are receiving and utilizing the Clover Security Plus (the "Liability Waiver").

38.12.2. The maximum amount of Liability Waiver for all Data Incident Expenses arising out of or relating to your Data Security Events first discovered during any Program Year regardless of the number of such Data Security Events is as follows:

- \$100,000.00 maximum per each MID you have; and
- \$500,000 aggregate maximum for all of your MID's.

38.12.3. In addition to Section 38.11.2., the maximum amount of Liability Waiver during any TransArmor Program Year for EMV Upgrade Costs is further limited as follows:

- \$10,000 maximum per each MID you have; and
- \$25,000.00 aggregate maximum for all of your MID's.

These limitations apply during each twelve-month period from June 1 through May 31 regardless of the number of Data Incidents you may experience.

38.12.4. All Data Incident Expenses resulting from the same, continuous, related or repeated event or facts will be deemed to arise out of one Data Incident for purposes of these limits. The Liability Waiver is available only while you are using and paying for Clover Security Plus.

38.12.5. The Liability Waiver will not apply to any of the following: (a) any Data Incident that began before you started using Clover Security Plus or that is reported to us after you stopped using Clover Security Plus; (b) any fines or assessments against you that are not the direct result of a Data Incident; (c) any repeated Data Incidents, unless between the repeated events a qualified security assessor certified you as PCI-compliant; (d) any routine or recurring expenses for security assessments, regulatory examinations, or compliance activities; (e) any Data Incident that occurs during any period of time that (1) a Payments Organization has categorized you as a Level 1 or Level 2 merchant, or (2) you have processed more than 6 million transactions during the 12-month period before the Data Incident; (f) any expenses (other than Data Incident Expenses) incurred to bring you into compliance with the PCI DSS or a similar security standard; or (g) any Data Incident Expenses that arise out of an uncontrollable event or any intentional, reckless, or grossly negligent misconduct on your part.

38.13. Export Compliance

38.13.1. You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

38.13.2. None of the Software or Equipment or any underlying information may be downloaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

38.13.3. If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

38.14. Definitions:

- Card Organization Assessment** means a monetary assessment, fee, fine or penalty levied against you or us by a Card Organization as the result of (i) a Data Security Event or (ii) a security assessment conducted as the result of a Data Security Event; provided, that The Card Organization Assessment shall not exceed the maximum monetary assessment, fee, fine or penalty permitted upon the occurrence of a Data Security Event by the applicable rules or agreement in effect as of the inception date of this Agreement for such Card Organization;
- Cardholder Information** means the data contained on a Card, or otherwise provided to Client, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction;
- Card Replacement Expenses** means the costs that the we or you are required to pay by the Card Organization to replace compromised Cards as the result of (i) a Data Security Event or (ii) a security assessment conducted as the result of a Data Security Event;

(d) **Data Protection** is a Clover Security Plus service that provides encryption of cardholder data at your payment environment and replaces the data with a token or randomly generated number;

(e) **Clover Security Plus** is the suite of security services provided by us and known as TransArmor.

(f) **Data Security Event** means the actual or suspected unauthorized access to or use of Cardholder Information, arising out of your possession of or access to such Cardholder Information, which has been reported (i) to a Card Organization by you or us or (ii) to you or us by a Card Organization. All Security Event Expenses and Post Event Services Expenses resulting from the same, continuous, related or repeated event or which arise from the same, related or common nexus of facts, will be deemed to arise out of one Data Security Event;

(g) **Documentation** means any documents, instructions, web screen, layouts or any other materials provided by us relating to the Software or the Clover Security Plus;

(h) **Equipment** means equipment rented to or purchased by you under this Agreement and any documents setting out additional terms on which Equipment is rented to or purchased by you;

(i) **EMV Upgrade Costs** means cost to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Card in a manner compliant with PCI Data Security Standards;

(j) **Forensic Audit Expenses** means the costs of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI Security Standards Council to determine the cause and extent of a Data Security Event;

(k) **Liability Waiver** has the meaning as set forth in Section 38.11.1 above;

(l) **Marks** means the names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations;

(m) **Post Event Services Expenses** means reasonable fees and expenses incurred by us or you with our prior written consent, for any service specifically approved by us in writing, including, without limitation, identity theft education and assistance and credit file monitoring. Such services must be provided by or on behalf of us or you within one (1) year following discovery of a Data Security Event to a Cardholder whose Cardholder Information is the subject of that Data Security Event for the primary purpose of mitigating the effects of such Data Security Event;

(n) **Program Year** means the period from November 1st through October 31st of each year;

(o) **Security Event Expenses** means Card Organization Assessments, Forensic Audit Expenses and Card Replacement Expenses. Security Event Expenses also includes EMV Upgrade Costs you agree to incur in lieu of a Card Organization Assessment;

(p) **Software** means all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment (i.e. firmware) or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a service provided from someone other than us or our vendors or which may be obtained by you separately from the Clover Security Plus (e.g. any applications downloaded by you through an application marketplace);

(q) **TransArmor PCI** is a Clover Security Plus service that provides access to online PCI DSS Self-Assessment Questionnaires (SAQ) to validate PCI data standards: and

TransArmor Data Protection Service

38.15. The TransArmor Data Protection service encrypts cardholder data at the point of transaction and replaces it with a unique identifier (a token) that is returned with the authorization response. You must use the token you receive with the authorization response instead of the card number for all other activities associated with the transaction, including settlement, retrieval, chargeback, or adjustment processing as well as transaction reviews. If you fully deploy and use the TransArmor Data Protection service, the token returned to you with the authorization response cannot be used to initiate a financial sale transaction by an unauthorized person outside your point of sale systems or the systems where you store your transaction data. The TransArmor Data Protection service can only be used with a point of sale device, gateway, or service that we have certified as being eligible for the TransArmor Data Protection service. The TransArmor Data Protection Service is provided to you by Processor and not by Bank.

38.16. Use of the TransArmor Data Protection Service does not (a) guarantee compliance with any laws, Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Rules, and applicable standards (including the PCI DSS), or (c) guarantee protection against a Data Incident.

39. Special Provisions Regarding PayeezySM Gateway Services

If you elect to utilize the Payeezy Gateway Services, the following additional terms and conditions of this Section 39 shall apply.

The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement insofar as it applies to the Payeezy Gateway Services, and Bank is not liable to you in any way with respect to such services. For the purposes of this Section 39, the words "we," "our" and "us" refer only to the Processor and not the Bank.

The Payeezy Gateway Services provided and other matters contemplated under this Section 39 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 39 directly conflict with another provision of this Agreement, in which case the terms of this Section 39 will control.

39.1. Definitions. Capitalized terms used in this Section 39 shall have the meaning given as defined in this Section or as defined in the Glossary or elsewhere in this Agreement.

Claim means any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmatred.

Confidential Information means the Payeezy Gateway Services, Documentation, operational procedures, the terms and conditions of this Section 33 (including any schedule, exhibit or addendum), pricing or other proprietary business information, and any other information provided to you by us, whether or not such information is marked as confidential; provided, however, that Confidential Information will not include information that: (a) is or becomes generally known to the public through no fault of yours; (b) was lawfully obtained by you from a third party free of any obligation of confidentiality; (c) was already in your lawful possession prior to receipt thereof, directly or indirectly, from the disclosing party; (d) is independently developed by you without the use of the Confidential Information; (e) is disclosed with our express written permission; or (f) is disclosed pursuant to a lawful court or governmental order, provided you provide us with prompt prior written notice of any proceeding that may involve such an order, and an opportunity to contest any disclosure at such proceeding.

Customer means your customer who would like to provide payment for your goods or services.

Documentation means any and all manuals and other written materials in any form provided for use with the Software, as amended by us from time to time, the terms of which are incorporated in this Section 39 as if fully set forth herein.

Intellectual Property Rights means any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, in all countries in the world.

Merchant Account shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant identification number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Payeezy Gateway Services or Services means the products or services offered through the Platform including, but, not limited to payment processing services such as authorization of transactions to the appropriate payment processing network or third party service provider, transaction responses (approved, declined), and the detailed reporting of those transactions, and all related and applicable Software.

Platform means our operated, or approved, electronic payment platform(s) and/or gateway(s) (also referred to as the "Payeezy Gateway") through which the payment Services contemplated under this Section 39 are provided.

Software means all applications, protocols, software components and other interfaces and software provided by us to you pursuant to this Section 39, and any and all Updates.

Updates means an embodiment of the Software that provides enhancements and/or improvements.

Your Systems means any web site(s) or interfaces to the Services that are operated or maintained by you or on your behalf through which transactions are submitted for processing, and all your other associated systems.

39.2. Fees. Client shall pay Processor the fees for the Payeezy Gateway Services as set forth on the Application. A separate account with us for Payeezy Gateway Services shall be required for each separate Merchant Account held by you.

39.3. Term; Termination. The Payeezy Gateway Services shall commence as of the effective date of this Agreement and shall remain in effect until terminated by either party as provided herein. Either party may terminate these Services upon giving the other party at least thirty (30) days prior written notice. We may suspend or terminate your access to the Services without prior notice, with or without cause. Regardless of the reason for termination, you shall be responsible for the payment of all fees due up to and including the effective date of termination.

39.4. License Grant.

39.4.1. License. Subject to the terms and conditions of this Agreement (including additional rights and licenses granted in the Documentation), we hereby grant you and you hereby accept a non-sublicensable, royalty free, non-exclusive, nontransferable, revocable limited license to use the Services, during the term of this Agreement, for the sole and limited purpose of submitting payment transactions to us for processing, and otherwise using our Services as set forth herein. For clarity, all references to Services in this Agreement shall include the applicable Software.

39.4.2. Documentation License. Subject to the terms and conditions of this Agreement, we hereby grant, and you hereby accept, a non-sublicensable, royalty free, non-exclusive, non-transferable, revocable limited license to use the Documentation during the term of this Agreement for the sole and limited purpose of supporting your use of the Services. You shall strictly follow all Documentation provided to you, as it may be amended from time to time by us, in our discretion. To the extent that there is any conflict between the Documentation and the terms of Agreement, the terms of this Section 39 shall govern and control.

39.4.3. Use Restrictions. You acknowledge that the Services and Documentation constitute our intellectual property, therefore, you shall not, and shall not cause or permit any third party to: (i) use the Services in any way, other than in accordance with this Agreement or the Documentation or as otherwise instructed by us in writing; (ii) use the Services or Documentation, either directly or indirectly, for benchmarking purposes or to develop any product or service that competes with the products and services provided under this Section 39; (iii) disassemble, decompile, decrypt, extract, reverse engineer or modify the Services, or otherwise apply any procedure or process to the Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Services or any algorithm, process, procedure or other information contained in the Services, except as otherwise specifically authorized in accordance with this Section 39; (iv) provide the Services or Documentation to any third party, other than to your authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of the Agreement; (v) use, modify, adapt, reformat, copy or reproduce the Services or Documentation or any portion thereof, except as is incidental to the purposes of this Section 39, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (vi) rent, lease, upload, assign, sublicense, transfer, distribute, allow access to, or time share the Services or Documentation; (vii) circumvent or attempt to circumvent any applicable security measures of the Services; (viii) attempt to access or actually access portions of the Platform or Services not authorized for your use; and/or (ix) use the Services in any unlawful manner or for any unlawful purpose.

39.4.4. Updates. From time to time we may, at our discretion, release Updates or modify the Software. In the event we notify you of any such Update, you shall integrate and install such Update into Your Systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install Updates in a timely fashion may impair the functionality of the Platform or any of our Services provided hereunder. We will have no liability for your failure to properly install the most current version of the Software or any Update, and we will have no obligation to provide support or Services for any outdated versions.

39.4.5. Licensors. The licenses granted hereunder may be subject to other licenses currently held by us or our subcontractors. Should any license held by us to certain technology or software be terminated or suspended, the corresponding license(s) granted to you hereunder may also be terminated or suspended in our sole and absolute discretion. You acknowledge and agree to such potential termination or suspension and hereby waive any and all damages, whether actual, incidental or consequential resulting therefrom.

39.4.6. Export Compliance. You agree not to export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) to any country to which the United States has embargoed goods (or any national or resident thereof); (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (iii) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If you have rightfully obtained the Software outside of the United States, you agree not to re-export the Software except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

39.4.7. Federal Acquisition Regulations. If you are acquiring the Software on behalf of any part of the United States Government (the "Government"), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. We are the contractor/manufacturer, with the address set forth below. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Section 39.

39.4.8. Return/Destruction. Upon termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, you shall either return to us or destroy the Software and the Documentation, and shall so certify to us in writing.

39.4.9. No other Licenses. Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other Intellectual Property Rights, express or implied, are granted hereunder.

39.4.10. Use of Transaction Data. As permitted by applicable law and regulations, we reserve the right to copy and distribute to third parties, any information associated with your use of the Services or your activities on the Platform.

39.5. Platform Matters

39.5.1. Integration with Your Systems. While we provide Software to you, you acknowledge that the Software itself is insufficient to allow Your Systems to function with the Platform. Programming, development and maintenance of Your Systems and their functionality are your sole responsibility. You have the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make Your Systems function correctly with the Platform and the payment services contemplated hereunder ("Integration"). You shall be responsible for all technical support for Your Systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete the Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Section 39, you acknowledge that unless and until you complete the Integration, no Services need be provided by us to you pursuant to this Agreement, except as otherwise specifically provided in Section 39.5.2 below. In addition, you acknowledge and agree that, even if you have completed Integration, if you have not entered into a valid merchant processing agreement with an authorized bank card processor, you cannot receive the Services through the Platform.

39.5.2. Set-Up Assistance Services. Subject to Section 39.5.1 above, upon your request to us, and upon payment of any applicable Fees, we will provide you with set-up services to assist with the Integration.

39.5.3. Shut Downs. We reserve the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or software upgrades for reasonable time periods of one minute or more.

39.5.4. Orders by Customers. You are solely responsible for accepting, processing, and filling any orders for purchases by your Customers, and for handling any inquiries arising therefrom. You shall use the highest standards in the industry in responding to complaints by Customers. We are not responsible or liable for any unauthorized access to your data or Your Systems by any means or device.

39.5.5. Suspension of Access to the Platform and Services. We may suspend your access to the Platform and Services, without prior notice, with cause. For purposes of this Section 39 the term "cause", in addition to cause as defined under the Agreement, shall mean that significant activity by you has been detected (which excludes a high volume of transactions) or the security or integrity of the Platform is materially compromised. We will make commercially reasonable efforts to provide prior notification to you of any such proposed suspension and provide you with a reasonable opportunity to cure, provided just you (and no other user) are affected, and provided such cure is allowed by the applicable law or the Card Organization Rules. If prior notification to you is not possible because such significant activity or security issue would materially and adversely affect other users of the Platform and Services, then we will provide notice of such suspension as promptly as possible thereafter with detailed information regarding the suspected fraudulent activity or security issue, as well as any other information that can assist you with identifying the root cause of the problem responsible for such suspension. Upon a determination by us that you are not responsible for the fraudulent activity or security issue resulting in the suspension or any security threat as abated, the Services and your license to the Software shall be promptly re-activated and the Services under this Section 39 shall recommence. Regardless of the reason for such suspension, you shall be responsible for the payment of all fees due up to and including the effective date of the suspension.

39.6. Security of Information. We will use commercially reasonable efforts to maintain the security of the Services and the Platform. You will use commercially reasonable efforts to maintain the security of Your Systems. Such steps by you will be taken at your sole cost and expense, and shall include, without limitation: (i) creating firewalls to protect against unauthorized access to Your Systems by your employees, contractors, Customers, or by any other person; and (ii) implementing reasonable protective techniques suggested by us. You further agree that you will be bound by and comply with all of our and all Card Organization security rules and regulations as they now exist or as each may be amended or supplemented from time to time. Notwithstanding the foregoing, the parties recognize that there is no guarantee or absolute security of information that is communicated over the internet.

39.7. Privacy. We have adopted online Privacy Statement(s) to inform individuals as to our online collection and use of personal information. You agree that, during the term of this Agreement, you will adequately communicate and comply with an appropriate privacy policy explaining your online collection and use of the personal information of your Customers. Unless required by law, Card Organization Rules, or done pursuant to this Agreement, you shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any customer's account information, transaction information, or other personal information to any third party. You shall store all data securely. We may advise potential users of the services that we have a relationship with you.

39.8. Audit Rights. Upon notice to you, we may audit your usage, records and security of the Services, your Customer's payment processing information, and the services provided hereunder to ensure (i) that you are using the Services in full compliance with the provisions of this Section 39; (ii) that all applicable fees have been paid; (iii) that you are adhering to your privacy policy; and; (iv) that you are in full compliance with all applicable laws, regulations and rules (including but not limited to Card Organization Rules). Any

such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

39.9. Indemnification. You shall indemnify, defend, and hold us, our subsidiaries and affiliates and our and their officers, directors, employees, shareholders, agents and attorneys from any Claim(s) arising from the conduct of your business, any Transactions submitted through the Platform hereunder for payment processing, any false or inaccurate representation made by you or the negligence, fraud, dishonesty or willful behavior of any of your employees or agents, or from your failure to strictly comply, in whole or in part, with any: (i) terms and conditions pursuant to this Agreement and any addenda hereto or Documentation; or (ii) applicable law, regulations or rules. Upon written notice from us to you, you shall immediately undertake the defense of such Claim by representatives of your own choosing, subject to our reasonable approval.

39.10. Limitation of Liability.

39.10.1. Processor is not liable for the merit and legitimacy of the orders forwarded by you. All liability for validity of orders remains with you. We are not responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from your actions. We shall not be liable to you or your Customer for the accuracy of the information provided by the Platform or our Services.

39.10.2. In no event shall we be liable to you, or to any other person or entity, under this Section 33, or otherwise, for any punitive, exemplary, special, incidental or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill.

39.10.3. Notwithstanding any provision in this Agreement to the contrary, in no event shall our liability under this Section 39 for all Claims arising under, or related to, this Section 33 exceed, in the aggregate (inclusive of any and all Claims made by you against us, whether related or unrelated), the lesser of: (i) the total amount of fees paid by you for the our Services during the 12-month period immediately preceding the date the event giving rise to such Claim(s) occurred; or (ii) \$50,000.00.

39.10.4. Notwithstanding provisions set forth herein, we will not be liable for any Claims under this Agreement arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Services provided hereunder or the Internet, or any communications network, facility or equipment beyond our reasonable control, whether or not attributable to one or more common carriers or third party service providers; (c) any failed attempts by you or your Customers to access any Systems or to complete processing transactions; or (d) any failure to transmit, obtain or collect data from Customers or for human, machine or software errors or faulty or your or your Customer's erroneous input. Except as expressly agreed to by us in writing with respect to any Separate Product, we are not liable for any Excluded Products.

39.11. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE PAYEEZY GATEWAY SERVICES AND DOCUMENTATION ARE AT YOUR SOLE RISK WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS SECTION, PAYEEZY GATEWAY SERVICES, DOCUMENTATION, OUR PROCEDURES, OTHER SERVICES PROVIDED OR PERFORMED BY US HEREUNDER, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY WARRANTIES OF NONINTERFERENCE OR NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT ANY PRODUCT OR SERVICE PROVIDED HEREUNDER (INCLUDING BUT NOT LIMITED TO THE SOFTWARE) WILL (1) MEET YOUR REQUIREMENTS; (2) OPERATE ACCORDING TO YOUR EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY US AND WAIVED BY YOU. WE DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE PAYEEZY GATEWAY SERVICES, (INCLUDING WITHOUT LIMITATION THE PAYEEZY GATEWAY AND SOFTWARE), DOCUMENTATION AND OTHER SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS" BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. All decisions to reject any processing transaction or payment for your products or services are solely your responsibility.

39.12. Notices. You agree to notify us of any change in your name, type of business, or any other information required on your Merchant Processing Application at least thirty (30) business days prior to the effective date of change. Any notice or other communication required or permitted to be given hereunder shall be in writing, addressed or transmitted to the party to be notified at such party's address or number at such party's last known address or number, and shall be: (i) if sent by us, hand delivered or delivered by facsimile transmission, overnight courier or certified, registered, regular mail or e-mail; or (ii) if sent by you, certified or registered mail, postage prepaid return receipt requested to 3975 N.W. 120th Avenue, Coral Springs, FL 33065. Any notice delivered hereunder shall be deemed effective, as applicable, upon delivery, if hand delivered or sent by overnight courier; upon receipt as evidenced by the date of transmission indicated on the transmitted material, if by facsimile transmission or e-mail; on the date of delivery indicated on the return receipt, if mailed by certified or registered mail; or ten (10) days after mailing, if by regular mail (or as otherwise required by applicable law). The parties' addresses may be changed by written notice to the other party as provided herein.

39.13. Subcontractors. Processor may subcontract all or part of the Services using a variety of providers globally, but, notwithstanding any such subcontract, Processor shall remain fully responsible for performance of the Services, including ensuring the compliance of subcontractors with the terms of this Agreement applicable to such subcontractors.

39.14. Survival. Upon termination or expiration of this Section 39 or the Agreement, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the parties agree that those provisions of this Section that logically should survive its termination or expiration in order to accomplish its fundamental purposes will do so. All representations, warranties, indemnities and covenants made herein shall survive the termination of this Section and shall remain enforceable after such termination.

40. Special Provisions Regarding PayeezySM WebStore Services

If you elect to utilize the Payeezy WebStore Services, you will be asked to electronically "click to agree" to terms and conditions that are substantially similar to the terms and conditions set forth below.

The Payeezy WebStore Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement insofar as it applies to the Payeezy WebStore Services, and Bank is not liable to you in any way with respect to such services. For purposes of this Section 40, the words "we," "our" and "us" refer only to the Processor and not the Bank. The Payeezy WebStore Services provided and other matters contemplated under this Section 40 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 40 directly conflict with another provision of this Agreement, in which case the terms of this Section 40 will control.

40.1. Definitions. Capitalized terms used in this Section 40 shall have the meaning given to such terms as set forth in this Section 40.1 or as defined elsewhere in this Section 40.

"Merchant WebStore" is the online store that you create using the Payeezy WebStore Services.

"Payeezy Gateway Services" means the products or services offered through Processor's electronic payment platform, as described in Section 39.

"Payeezy WebStore Services" or **"Services"** means a collection of tools and resources to design and manage a Merchant WebStore.

40.2. Agreement and Acceptance of the Terms. The Payeezy WebStore Services provides merchants with a collection of tools and resources to design and manage an online store. The Services are part of our e-commerce platform, called **"Payeezy"**, and they assist merchants with creating their Merchant WebStore, selling products, processing orders and they also provide access to an array of online functionalities for the Merchant WebStore.

Before you utilize the Services, you must "click to agree" to the Merchant Terms of Service Agreement (the **"Terms"**). The Terms form a legally binding contract between you and Processor in relation to your use of the Services. You represent and warrant that you have the right and authority to bind your business to these Terms and you are not barred or otherwise legally prohibited from accessing or using the Services. You also authorize Processor to rely on any instructions provided by or agreements entered into with any persons to whom you grant permission to access and use the Services. For the avoidance of doubt, the terms "you" or "your" shall refer to your business.

40.3. Eligibility. Use of the Services is void where prohibited. By using the Services, you represent and warrant that your use of the Services does not violate any applicable law or regulation. In order to create and customize your Merchant WebStore, using the Services, you must first complete the steps necessary to use the Payeezy Gateway Services (the **"Payeezy Gateway Application Process"**). If you have not completed the Payeezy Gateway Application Process, you will be automatically directed to that application process after you "click to agree" to these Terms. If you are currently using our payment gateway, after you "click to agree" to these Terms, you will be sent an email that contains a link to your Merchant WebStore and the administrative panel or **"Dashboard"** that assists you in creating your Merchant WebStore.

40.4. WebStore Creation, Design and Operation

40.4.1. Creating Your Merchant WebStore. Subject to the eligibility requirements in the preceding Section, upon receipt of the link to your Merchant WebStore and the Dashboard, you will have access to all the tools and resources (including Third Party Content, defined below) to create and customize your Merchant WebStore. The link to your Merchant WebStore will show your domain name that Processor has created and assigned to you for the duration of your subscription (ex: yourstore.payeezywebstore.com). You can choose to create a unique URL for your Merchant WebStore.

40.4.2. Operating Your Merchant WebStore. You are solely responsible for all activity that occurs on your Merchant WebStore. Although Processor is the host of your Merchant WebStore, you are solely responsible for the Content, defined below, on your Merchant WebStore, including but not limited to branding (trademarks and logos), images and the accuracy of such Content. Processor shall have no responsibility or liability for any claims, costs or expenses (including refunds) associated with the operation of your Merchant WebStore.

You are solely responsible for maintaining the security of your Merchant WebStore. You accept sole responsibility for selecting and safeguarding your Merchant WebStore URL as well as any account numbers, passwords, security questions and answers, login details and any other security access information used by you to use or access the Services and/or your

Merchant WebStore. You must prevent unauthorized access to and use of such information as well as unauthorized access to and use of your Merchant WebStore. You agree to immediately notify Processor in writing of any unauthorized uses of the Services and your Merchant WebStore or any other breach of security. Processor cannot and will not be liable for any loss or damage from your failure to comply with this security obligation and has the right to rely on your access controls for your Merchant WebStore.

As the host of your Merchant WebStore and provider of your payment gateway, Processor will have access to all information and data about your Merchant WebStore and may use that information and data for its own business purposes. You will in no way restrict Processor's access or impede Processor's ability to use, collect or disclose such information and data (as more specifically described in the Privacy Statement, defined below).

40.4.3. Your Obligations to Your Customers. You are solely responsible for your customers' access and use of your Merchant WebStore. Processor will in no way be responsible for any claims, disputes or complaints from your customers. We will provide you with a privacy statement for your Merchant WebStore, see Paragraph 34.5 below, but you are responsible for creating and including all other disclosures for your Merchant WebStore. You are solely responsible for disclosing the following information to your customers:

- Your contact information for customer service issues.
- Your billing, tax and shipping policies.
- Your refund, return and exchange policies.
- All other disclosures and disclaimers required by applicable law or regulation.

Be advised that Processor will not be liable for any loss or damage from your failure to disclose terms to your customers or from your failure to disclose the information listed above.

40.4.4. Failure to Comply with this Section. If you fail to comply with this Section or your Merchant WebStore does not comply with this Section, Processor shall have the right to terminate your use of the Services and suspend or permanently remove your Merchant WebStore, in its sole discretion, and you will not be entitled to damages or reimbursement.

40.5. Privacy

40.5.1. Your Privacy. We understand that your privacy is important. We have developed an Online Privacy Statement (**"Privacy Statement"**) that is located on your Dashboard. The Privacy Statement describes how we collect, use and disclose information related to the Services and your Merchant WebStore. Please review the Privacy Statement as your agreement to these Terms and your use of the Services will constitute your agreement to the Privacy Statement. You will not be asked to disclose your personal information when you create your Merchant WebStore nor will Processor require that you submit additional information to create your Merchant WebStore as all required information will have been provided when you completed the Payeezy Gateway Application Process, which is subject to its own privacy statement. Be advised that by using the Services, we may send you messages via email, including service-related announcements, notices (including any notices required by law), changes to features of the Service and special offers. The Services may allow you to share your personal information and activity on the internet (including blogs and social media sites, such as Facebook, Twitter, Google+, etc). You will need to take specific action for this to occur. Processor disclaims any and all liability and responsibility for any consequences (including, but not limited to, unforeseen consequences) of sharing (whether intended or unintended) your personal information.

40.5.2. Your Customer's Privacy. On the home page of your Merchant WebStore (and on any additional page where your customer may provide personal information), we will include a link to a privacy statement that clearly describes your permitted use of your customer's information as well as our use of such information. Such privacy statement will be substantially similar to the Privacy Statement on your Dashboard. You may separately disclose your additional use of your customer's information, however, in no event will you be permitted to delete or revise the privacy statement that we provide on your Merchant WebStore.

40.5.3. Failure to Comply with this Section. If you fail to comply with this Section or your Merchant WebStore does not comply with this Section, Processor shall have the right to terminate your use of the Services and suspend or permanently remove your Merchant WebStore, in its sole discretion, and you will not be entitled to damages or reimbursement.

40.6. Description of Services. To assist you with creating your Merchant WebStore, Processor will provide you with Services that include, but are not limited to:

- Creation and design assistance.
- Shopping cart.
- Data storage and inventory management.
- Marketing and analytics.
- Sharing and linking of media and/or document files.

The Services are provided AS IS and Processor may change, suspend or discontinue any or all of the Services (including any Third Party Content) for any reason, at any time and at its sole discretion. Processor may also (i) add additional Services and will provide you with notice of such new Services via email or in connection with your use of our payment gateway; (ii) charge an additional fee for certain Services, which will be communicated to you when you elect to use such Services; and (iii) impose limits on all or any of the Services or restrict your access to parts or all of the Services without notice or liability to Processor.

40.7. Your Access to and Use of the Services.

40.7.1. Services Restrictions. Processor hereby grants you permission to use the Services pursuant to the Terms and, in connection with your access to and use of the Services, you agree to the following:

- You will not attempt to gain unauthorized access to any portion or feature of the Services by hacking, password “mining” or any other illegitimate means.
- You will not probe, scan or test the vulnerability of any network connected to the Services, nor breach the security or authentication measures on any network or systems connected to the Service.
- You will not use any device, software or routine to interfere or attempt to interfere with Processor’s access to your Merchant WebStore and the information and data on your Merchant WebStore.
- You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or with any other user’s use of the Services.
- You will not access or use the Services or accept the Terms if you are a person who is either barred or otherwise legally prohibited from accessing or using the Services.
- You accept sole responsibility for all of your activities using the Services, including your conduct and your customer’s conduct on your Merchant WebStore and any and all Content you may submit, post or share on your Merchant WebStore. You will not use the Services for any unauthorized or illegal purpose. You will be responsible for ensuring that you do not violate any laws of your jurisdiction, including but not limited to copyright laws.
- You will not use the Services, among other things, to:
 - harm minors in any way;
 - impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or an entity;
 - advertise, sale, post, or otherwise make available any Content that is illegal or violates any local, state, federal, or foreign law or regulation;
 - advertise, sale, post, or otherwise make available any Content that is false, unethical, obscene, defamatory, threatening, harassing, hateful, racially or ethnically offensive;
 - advertise, sale, post, or otherwise make available any Content that encourages conduct that would be considered a criminal offense or encourages the use of drugs or alcohol;
 - advertise, sale, post, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
 - advertise, sale, post or otherwise make available any “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation; including, “spamming” to promote your Merchant WebStore or Content, or engaging in unethical marketing, advertising, any other practice connected in any way to “spam” including, sending Content or emails which do not comply with the CAN-SPAM Act of 2003;
 - advertise, sale, post, upload or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and
 - intentionally or unintentionally violate, attempt to violate, or avoid any applicable ICANN regulation or policy.

40.7.2. Failure to Comply with this Section. Processor reserves the right to investigate you, your business, and/or your owners, officers, directors, managers and other principals, your Merchant WebStore, and the Content on your Merchant WebStore. These investigations will be conducted solely for Processor’s benefit, and not for your benefit or that of any third party. If the investigation reveals any information, act, or omission, which in Processor’s sole opinion constitutes a violation of any local, state, federal law or regulation or the Terms, Processor may immediately suspend or terminate your use of the Services and/or suspend or permanently remove your Merchant WebStore. Processor will notify you of any such action and you agree to waive any cause of action or claim you may have against Processor for such action.

40.8. Content: Your Content, Processor Content and Third Party Content. “Content” means data, text, images, photographs, graphics, audio, video, offers, products, services, and documents including, without limitation, marketing materials, product data sheets, and other information and content available on or through or submitted on or through your Merchant WebStore.

40.8.1. Your Content. In connection with your use of the Services, you are permitted to upload Content on your Merchant WebStore (“Your Content”) and host, share, and/or publish Your Content. By uploading Your Content onto your Merchant WebStore, you agree (i) to allow other internet users to view your Merchant WebStore and Your Content; (ii) to allow Processor to display and store Your Content; and (iii) that Processor can, at any time, review all of Your Content submitted by you. You retain all ownership over Your Content that you upload to your Merchant WebStore and you are solely responsible for the compliance of Your Content and your Merchant WebStore with applicable laws, regulations and the Terms. In connection with such compliance, you agree that you will not:

- Submit material that is copyrighted or otherwise subject to third party proprietary rights, unless you are the owner of such rights or have permission from the rightful owner to post the Content and grant Processor all license rights granted herein;

- Upload or post false information or misrepresentations that could damage Processor or any third party;
- Violate the restrictions in Paragraph 40.7 above, including, uploading or posting unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially/ethnically offensive Content or Content that encourages conduct that would be considered a criminal offense, that would give rise to civil liability, that would violate any law, that would encourage the use of alcohol or drugs or is otherwise inappropriate.

You understand that Your Content is your sole responsibility and Processor does not control the Content posted on your Merchant WebStore and, therefore, does not guarantee the accuracy, integrity, ownership or quality of such Content. Processor does not claim any intellectual property rights over Your Content and Your Content remains yours; however, with respect to Your Content that you upload or post, the uploading/posting of such Content shall be deemed and considered a license to Processor to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content. Such license shall be terminated only upon your removal of Your Content or Merchant WebStore (either by you or by Processor).

While Processor is not responsible for and does not review Your Content, Processor reserves the right to delete any such Content that Processor, in its sole discretion, deems unacceptable for any reason and with no need to provide explanation. Processor does not endorse Your Content or any opinion, recommendation or advice expressed on your, or any, Merchant WebStore and Processor expressly disclaims any and all liability in connection with Your Content.

40.8.2. Processor Content. The Services also contain Content provided by Processor, including, without limitation, text, images and logos (“Processor Content”). Processor Content is protected by copyright, trademark, patent, trade secret and other laws, and Processor owns and retains all rights in the Processor Content and the features and functionality of the Services. Processor hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to reproduce and display the Processor Content (excluding any software code) solely for your use in connection with utilizing the Services and creating your Merchant WebStore. Processor Content is provided to you AS IS and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purposes whatsoever without the prior written consent of Processor (or the respective owners if such consent is required).

40.8.3. Third Party Content and WebStore Designs Templates. Processor may provide you with access to certain Content such as pictures, fonts, graphical items and designs which has been created by or is subject to proprietary rights of third parties (“Third Party Content”). Third Party Content is provided to you AS IS and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purposes whatsoever without the prior written consent of Processor (or the respective owners if such consent is required).

Third Party Content may include design templates that have been created by third party designers for Processor. Design templates are made available to you via your Payeezy WebStore Dashboard and give you the ability to establish the appearance of your Merchant WebStore by using certain templates or themes. When you use a design template for your Merchant WebStore, you are granted a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use it for a single store only. You may transfer the design template to a second store, if you close your first store. You are not permitted to transfer or sell a design template to any other Merchant’s WebStore or any other website. You may modify the design template to suit your Merchant WebStore. Processor may modify any design template at any time, for any reason, including to incorporate technical changes and updates. The intellectual property rights of the design template will remain the property of Processor. If you violate the rights granted to you by your use of a design template, Processor may take legal action against you, which may result in modifying or closing your Merchant WebStore.

40.8.4. Content, in general. With respect to Content (excluding Your Content), you shall: (i) not take any action of reverse engineering, decompiling, disabling, circumventing or disassembling of Content; (ii) not restrict use of any Content or enforce limitations on use of the Services or any Content; (iii) not make any modification, duplicate, copy, distribute, sublicense, retransmit, create derivative works from or resale such Content, except as specifically provided and allowed by Processor or these Terms; and (iv) not use the Content in a manner that is inconsistent with the restrictions set forth in these Terms, as may be updated from time to time.

With respect to all Content (including Your Content), you acknowledge and agree that Processor shall have the right, at any time, at its sole and exclusive discretion to: (i) disable access to Content; or (ii) demand that you immediately remove Content from your Merchant WebStore. If you do not obey such demand and you do not remove the Content from your Merchant WebStore within no later than 24 hours from the time in which Processor issued the demand, Processor shall have the right to terminate your use of the Services and suspend or permanently remove your Merchant WebStore, in its sole discretion, and you will not be entitled to damages or reimbursement. In the event of actual or suspected infringement activity on your Merchant WebStore, Processor will remove Content (including Your Content) without prior notice and Processor reserves the right to terminate your access to the Services or permanently remove your Merchant WebStore, in its sole discretion.

40.9. Fees and Payment. All fees related to Services are charged monthly, in conjunction with your payment gateway charges. All fees are exclusive of all taxes, levies, or duties

imposed by taxing authorities; however, you remain responsible for payment of any such taxes, levies, or duties that might be applicable to your use of the Services or the operation of your Merchant WebStore. All prices and fees are non-refundable. Processor expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be communicated to you as set forth in your payment gateway documentation.

40.10. Term; Termination. After you “click to agree” to these Terms, you may continue to use the Services for as long as you use our payment gateway. The Terms will automatically terminate when your use of the payment gateway expires or terminates. We reserve the right, in our sole discretion, to reject, refuse to post or remove any Content posted by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. We expressly reserve the right to remove your Merchant WebStore and/or deny, restrict, suspend, or terminate your access to all or any part of the Services if we determine, in our sole discretion, that you have violated the Terms, pose a threat to us, our suppliers, other merchants and/or other users of the Services or for any other purpose we determine in our sole discretion.

While we look forward to providing you with excellent service for a long period of time, you may cancel your use of the Services (and we will delete your Merchant WebStore) at any time and for any reason, upon receipt of your notice of cancellation.

Upon termination or cancellation of the Services: (i) your Merchant WebStore will be immediately deleted and you will only be obligated to pay the fees owed during the month of such termination (ex: if you terminate on June 16th, you will be responsible for all fees owing in June and your obligation to pay fees will end on June 30th).

40.11. Intellectual Property Rights.

40.11.1. Processor IP Rights. In addition to our rights in Content, described in Paragraph 34.8 above, all right, title and interest (including copyrights) in and to the Services (which includes all information and data related to transactions on your Merchant WebStore) are owned by or licensed to Processor and its Affiliates, who reserve all rights in law and equity not expressly granted to you under the Terms, including Paragraph 34.8 above. To the best of our knowledge, we only use intellectual property which is allowed and permitted for use by the owners of the copyrights and other intellectual property rights therein.

The Payeezy name, Payeezy logo, and other Processor trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Processor or its Affiliates in the U.S. and/or other countries. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks other than in respect of your use of the Services.

40.11.2. Your IP Rights. Subject to Processor's license and rights granted in Paragraph 34.8, all right, title and interest in and to Your Content are owned by or licensed to you.

40.11.3. Copyrights. Processor does not permit copyright infringing activities and infringement of intellectual property rights with respect to the Services and your Merchant WebStore and Processor will remove all infringing Content if properly notified that such Content infringes on another's intellectual property rights.

Processor respects the intellectual property rights of others, and it is our policy to respond to claims of alleged infringement that complies with the Digital Millennium Copyright Act (the “DMCA”). If you believe that your work has been copied in a way that infringes your copyrights, please contact us and provide all relevant details, including the exact location of the material claimed to be infringing your rights, reasonable evidence of such pleaded rights, and any other information as may be required.

40.12. Warranties; Limitation of Liability.

40.12.1. Your Warranties. You represent and warrant that the products and services that are made available to your customers on your Merchant WebStore comply with all applicable law or regulation in any jurisdiction in or to which you are making the products and services available and you have all necessary licenses and permits in place to engage in the advertising and provision of the products and services on your Merchant WebStore. You represent and warrant that you are not currently subject to an order, litigation or investigation by any federal, state, local or international regulatory or law enforcement organization arising out of or relating to your activities and your Merchant WebStore.

40.12.2. Processor's Disclaimer of Warranties. The Services and Content are provided on an “as is” and “as available” basis. Processor expressly disclaims all warranties of any kind, whether express or implied, including without limitation, all implied warranties of merchantability, fitness for a particular purpose and noninfringement. Further, Processor makes no warranty that: (a) the Services will meet your requirements; (b) the Services will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from use of the Services will be accurate, timely, or reliable; or (d) the quality of the Services will meet your expectations. You assume total responsibility for your use of the Services. Processor shall have no responsibility or liability for any damage to your computer system or loss of data that results from your use of the Services. Any material or Content downloaded, or otherwise obtained through the use of the Services is accessed at your own discretion and risk, and you will be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer system, internet access, download or display device, any material or Content downloaded, or otherwise obtained through the use of the Services is accessed at your own discretion and risk, and you will be solely responsible for and hereby waive any and all claims and causes

of action with respect to any damage to your computer system, internet access download or display device, or loss of data that results from the download of any such material or Content.

When using the Services, you may be exposed to Third Party Content and links to other third party websites. Processor is not responsible for the accuracy, usefulness, safety or intellectual property rights related to such Third Party Content and third party websites. When you access third party websites, you do so at your own risk. Accordingly, we encourage you to be aware when you access such websites and to read the terms and conditions and privacy policy of each third party website that you visit.

The Services are controlled from Processor's facilities in the United States. Processor makes no representation that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so of their own volition and at their own risk and are responsible for compliance with local law.

40.12.3. Limitation of Liability. In no event shall we, our Affiliates or our licensors be liable for any damage, claim or loss incurred by you, including without limitation direct, indirect, compensatory, incidental, special, consequential or exemplary damages, or damages for personal injury, business interruption, loss of information, loss of privacy, loss of profits or revenue incurred by you or any third party irrespective of whether we have been informed of, knew of, or should have known of the likelihood of such damages. This limitation applies to all causes of action in the aggregate including without limitation breach of contract, breach of warranty, defamation, negligence, strict liability, misrepresentation, and other torts, as well as third-party claims arising from your access to, or use of, or inability to use the Services or any Content. If the disclaimers or limitations of liability set forth above are for any reason held by a court or other tribunal of competent jurisdiction to be void, unenforceable or inapplicable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, provided, in no event will the aggregate liability of Processor or its Affiliates to you and any third party in connection with these Terms or your access to and use of the Services or any Content exceed the amount of two hundred fifty dollars (\$250.00), regardless of the form or theory of the action or claim.

40.13. Indemnification and Waiver. By using the Services, you agree, to the fullest extent permitted by law, to indemnify and hold Processor, its directors, officers, employees, Affiliates, agents, contractors, principals, and licensors harmless with respect to any claims (including third party claims) arising out of your breach of these Terms, your use of the Services or Content, your Merchant WebStore, your customers access and use of your Merchant WebStore or claims that may arise from any action taken by Processor as part of its investigation of a suspected violation of these Terms or as a result of its finding or decision that a violation of these Terms has occurred.

You cannot sue or recover any damages from Processor, its directors, officers, employees, Affiliates, agent, contractors, principals, and licensors as a result of its decision to (a) remove Your Content or your Merchant WebStore, (b) refuse to process any information or Content, (c) warn you, suspend or terminate your access to the Services, or (d) take any other action during an investigation of a suspected violation or as a result of Processor's conclusion that a violation of these Terms has occurred. This indemnity and waiver provision applies to all violations described in or contemplated by these Terms.

40.14. Amendments. We reserve the right to make changes to these Terms at any time by emailing them to you. You and all future merchants will be subject to the Terms in force at the time that you use the Services. Your continued use of the Services indicates your acceptance of such updates and changes. We last modified these Terms on the date stated at the beginning of these Terms. If you are dissatisfied with the Services or any Terms (including as modified), you agree that your sole and exclusive remedy is to discontinue using the Services. The Terms are the entire agreement between you and Processor with respect to your use of the Services.

41. Special Provisions Regarding Clover Insights Service Terms and Conditions

If you elect to utilize the First Data Clover InsightsSM Solution (“**Clover Insights**”) the terms and condition in this Section 36 shall apply (“**Clover Insights Terms and Conditions**”); and if you were granted a First Data Clover Insights Temporary Demonstration License, an election for Services under this Section 41 shall serve to supersede it. Clover Insights is provided to you by Processor and not Bank. Bank is not liable to you in any way with respect to Clover Insights. Clover Insights, transactions processed, and other matters contemplated under Section 41 are subject to the terms and conditions of the Agreement, as applicable, except to the extent the terms directly conflict with the Clover Insights Terms and Conditions, in which case the Clover Insights Terms and Conditions will control.

41.1. Definitions. Capitalized terms used herein shall have the meanings given to such terms as set forth in Section 41.1 or as defined elsewhere in this Section 41, or the Agreement.

“**Customer**” means a Person who makes a purchase of goods or services from you, the transaction detail of which is utilized in Clover Insights.

“**Customer Information**” means information about your Customers (e.g., name, mailing address, card account number, e-mail address, telephone number) obtained in connection with your use of the Services and may be utilized in Clover Insights.

“**Data**” means transaction data that may include processing data from First Data Merchant Services LLC's credit and debit information warehouse and other available sources that First

Data Merchant Services LLC owns or has a contractual or other right to use in Clover Insights.

“Device” means a tablet, computer, smartphone or other mobile device, or other device that you use to access the Clover Insights website to receive or to which you receive communications from Clover Insights.

“First Data” means First Data Corporation, which is the parent company of First Data Merchant Services LLC.

“First Data Clover Insights Marks” means the trademarks or service marks related to Clover InsightsSM and sub-licensed to you by Processor.

“First Data Clover Insights Solution” or “Clover Insights Solution” means the website or the application associated with Clover InsightsSM, the object code version of the Clover Insights software applications and communications you receive from the applications. Among other things, Clover Insights allows merchants to track and visualize information regarding their own revenue, ticket size, and Customers contained in the Data and other third party data sources. Clover Insights may also permit a merchant to compare its performance to groups of similar businesses within their industry and/or certain geographic areas using the Data and other third party data sources, subject to certain limitations. The features and functionality of Clover Insights may be modified from time to time by First Data or its third party provider(s). For the avoidance of doubt, the term “software” in this definition does not include any software that may be obtained by you separately from Clover Insights (e.g., any applications downloaded by you). The First Data Clover Insights Solution is deemed part of the “Services,” as defined in and provided under the Agreement.

“Clover Insights Solution Fees” means the fees charged for your use of the First Data Clover Insights Solution, which includes additional fees for multiple locations.

“Third Party Services” are the services, products, promotions or applications provided to you by or through someone other than Processor.

“User Documentation” means that documentation regarding the operation, guidelines and features and functionality of Clover Insights that is made available to you from time to time at the website, by internet link or otherwise. User Documentation may be modified from time to time by First Data or its third party provider(s).

41.2. License Grant. Subject to the Clover Insights Terms and Conditions in this Section 41, Processor grants you a personal, limited, non-exclusive, revocable, non-transferable sub-license, without the right to further sub-license or assign in any way, to electronically access and use, solely in the United States, Clover Insights to manage your establishment(s) and analyze associated point of sale activities within the United States. For purposes of this Section 41, “United States” does not include U.S. Territories or possessions. Clover Insights is for your internal business use only. This Section 41 does not grant you any rights to First Data Clover Insights Marks. Except for the license expressly granted herein, all intellectual property and proprietary rights in or related to Clover Insights and First Data Clover Insights Marks are and will remain the sole and exclusive property of First Data or its affiliates, vendors, or third party provider(s) (as applicable), and any and all right, title and interest associated with Clover Insights not expressly granted in this Section 41 is deemed withheld.

41.3. Restrictions.

41.3.1. You may not, nor may you permit any third party, other than employees and agents with a business need, to do any of the following: (a) access or attempt to access Clover Insights (or any part) that is not expressly made available for public use; (b) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code or any underlying data, ideas or algorithms of Clover Insights (or any part), except to the extent that such restriction is expressly prohibited by law; (c) modify, translate, or alter in any manner, Clover Insights (or any part), or First Data Clover Insights Marks; (d) create derivative works of or based on Clover Insights (or any part) or Clover Insights Marks; (e) except for backup and archival purposes, directly or indirectly copy Clover Insights (or any part), except screen shots may be copied and retained solely for internal business purposes; (f) republish, upload, post, transmit, disclose, or distribute (in any format) Clover Insights (or any part) except as expressly permitted herein; (g) access or use (in any format) Clover Insights (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (h) rent, lease, sell, sublicense, assign, or otherwise transfer your license rights to any third party, whether by operation of law or otherwise; (i) use or ship Clover Insights (or any part) outside of the United States, or access Clover Insights (or any part) from outside the United States, without in any case obtaining our advance written consent; (j) remove, relocate, or otherwise alter any proprietary rights notices from Clover Insights (or any part), or First Data Clover Insights Marks; (k) perform or attempt to perform any actions that would interfere with the proper working of Clover Insights, prevent access to or use of Clover Insights by other users, or in our reasonable judgment impose an unreasonable or disproportionately large load on Clover Insights’ infrastructure, network capability or bandwidth; or (l) use Clover Insights (or any part) except as permitted in Section 41.2.

41.3.2. You shall not take any action inconsistent with the stated title and ownership in Section 41.2. You will not file any action in any forum that challenges the ownership of any part of Clover Insights, any related software, materials or User Documentation. Failure to comply with this provision will constitute a material breach of this Agreement and may restrict Processor’s ability to sublicense Clover Insights to you. Processor has the right to immediately terminate Services under this Section 41, and First Data has the right to

immediately terminate your access to and use of Clover Insights in the event of a challenge by you.

41.4. Clover Insights Limitations and Requirements.

41.4.1. You may access Clover Insights through your Device using a wired (ethernet) or wireless (wifi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of Clover Insights may be subject to: (a) the terms of your agreements with your Internet/data provider; and (b) the availability or uptime of the services provided by your Internet/data provider.

41.4.2. You may use Clover Insights to conduct analysis of the Data and third party data made available through Clover Insights application and/or other tools made available at the website or in the application.

41.4.3. First Data may alter which Devices and browsers are approved as compatible with Clover Insights in its discretion from time-to-time.

41.4.4. First Data may perform maintenance on Clover Insights from time to time which may result in service interruptions, delays, or errors. Neither First Data nor its affiliates, vendors, or third party provider(s), will be liable for any such interruptions, delays, errors, or bugs. You agree that First Data or its affiliates, vendors, or third party provider(s) may contact you in order to assist you with Clover Insights and obtain information needed to identify and fix any errors.

41.4.5. You shall at all times comply with the User Documentation.

41.4.6. You shall comply with the following requirements in connection with your use of Clover Insights:

41.4.6.1. In the event you are able to discern any information about a particular entity or individual from the information available from Clover Insights, either alone or with other information in your possession, you understand and acknowledge that the information may be subject to certain privacy, marketing, insider trading, or other applicable laws and you will limit your use thereof in accordance with all applicable laws.

41.4.6.2. With respect to each Customer who desires to receive marketing material or other communications from you via text message or email, such Customer must check the appropriate consent or the consent must be provided in writing; you are NOT permitted to add or modify a Customer’s consent indication on his behalf.

41.4.6.3. You (or your agents acting on your behalf) may only send marketing materials or other communications to the Customer’s provided phone number, street address, and/or email address if the Customer has specifically consented in writing executed by the Customer.

41.4.6.4. NOTWITHSTANDING THE CAPABILITY OF CLOVER INSIGHTS TO COLLECT AND STORE CUSTOMER INFORMATION, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED ITS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (I) YOUR USE OF CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH CLOVER INSIGHTS MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (II) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (III) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

41.4.7. You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Clover Insights and provision and use of Customer Information and point of sale data in connection with Clover Insights. Furthermore, you are solely responsible for monitoring legal developments applicable to Clover Insights and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

41.4.8. In connection with Clover Insights, you shall receive a username and password to access Clover Insights. You are responsible for securely storing and keeping the username and password in accordance with this Section 41.10 below. You will not permit anyone unauthorized by you to use the username and password and you may only authorize your employees and agents with a business need to use the username and password. At such time as multiple usernames and passwords are available, you shall restrict the use of usernames and passwords to single individuals and you shall monitor use of Clover Insights to ensure compliance with this Section 41 by those to whom you have provided usernames and passwords and you shall keep records regarding who has access to which usernames and passwords at all times.

41.5. Equipment. You must obtain all equipment necessary for you to access and use the Clover Insights website. No communication channel or device to access the website is included within the provision of the First Data Clover Insights Solution, and you shall be responsible for all such equipment and communication channels, including but not limited to all device or channel compatibility.

41.6. Term and Termination. Clover Insights Terms and Conditions in this Section 41 shall become effective upon execution hereof and shall end when terminated as set forth herein. For the avoidance of doubt, except as set forth below, termination of Services under Section 36 will not terminate the underlying Agreement. You may terminate your First Data Clover Insights Solution services at any time upon thirty (30) days’ notice by calling the Customer Service number on your statement. Notwithstanding the foregoing sentence, upon as much advance notice as is commercially practicable, First Data may terminate your

access to, and use of Clover Insights if (i) it is determined that you are using Clover Insights for any fraudulent, illegal, or unauthorized purpose, (ii) you violate the Clover Insights Terms and Conditions or an Event of Default occurs under the Agreement, (iii) First Data terminates its agreement with any third parties that are involved in providing Clover Insights, or (iv) First Data otherwise decides to discontinue providing Clover Insights. You acknowledge and agree that an occurrence of (i) or (ii) above may be deemed an Event of Default under the Agreement, thereby affording Processor and Bank all rights and remedies as set forth in the Agreement triggered by such an Event of Default, which may include immediate termination of the Services under Section 41 without notice.

41.7. Third Party Services. Clover Insights may be used in connection with Third Party Services that you obtain separately for your purposes (e.g., an accounting application on your Device). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with Clover Insights). Your access of any Third Party Services is at your own risk. Third Party Services are not governed by the terms and conditions of this Section 41 or the Agreement. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIRD PARTY SERVICES (E.G., ACCOUNTING APPLICATION) IS DOWNLOADED AT YOUR OWN RISK. NEITHER FIRST DATA NOR ITS AFFILIATES, VENDORS, OR THIRD PARTY PROVIDER(S), WILL BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND SUCH LIABILITY RELATED TO ALL THIRD PARTY SERVICES IS EXPRESSLY DISCLAIMED.

41.8. Account Registration. First Data may require you to register at Clover Insights website or through the application. If and when prompted by the registration process, you agree to (a) provide true, accurate, current and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, First Data has the right to terminate your First Data Clover Insights account (“Account”) and refuse any and all current or future use of Clover Insights.

41.9. Privacy and Data Use. All data collected from you in connection with the Services or in connection with your use of Clover Insights, including Customer Information and information about your business and employees used with or stored in or by Clover Insights (collectively, “Account Data”), is collected by First Data, its affiliates, vendors, and/or third party provider(s); therefore, the use and sharing of such Account Data is controlled by the applicable Privacy Policy displayed and available at or through a link on the Clover Insights website. You acknowledge and agree that First Data, its affiliates, vendors, and/or third party provider(s) may access your Account Data, and our use of your Account Data is governed by the Clover Insights Terms and Conditions and the Agreement. You also agree that First Data, its affiliates, vendors, and/or third party provider(s) may access and use Account Data to provide or enhance Clover Insights or the Services.

41.10. Protecting Your Information. You are solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access Clover Insights are kept safe and confidential. You must prevent unauthorized access to and use of any Account Data. You are responsible for all electronic communications sent to First Data, its affiliates, vendors, or third party provider(s) containing Account Data. When First Data receives communications containing Account Data, it will assume you sent it to First Data. You must immediately notify First Data if you become aware of any loss, theft or unauthorized use of any Account Data (see Clover Insights support center contact information below). First Data reserves the right to deny you access to Clover Insights, in whole or in part, if First Data believes that any loss, theft or unauthorized use of any Account Data or access information has occurred.

41.11. Accuracy of Information. You are solely responsible for ensuring the accuracy of all information and data regarding your business that you provide to First Data, its affiliates, vendors, and/or third party provider(s) in connection with Clover Insights (e.g., Customer Information). First Data, its affiliates, vendors, and/or third party provider(s) disclaim any and all liability arising out of any inaccuracies as a result of use of such information or data.

41.12. First Data Clover Insights Solution Disclaimer.

41.12.1. AS IS. USE OF CLOVER INSIGHTS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOVER INSIGHTS IS PROVIDED “AS IS” AND NEITHER FIRST DATA NOR ITS AFFILIATES, VENDORS, OR THIRD PARTY PROVIDER(S) MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO CLOVER INSIGHTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT CLOVER INSIGHTS WILL FUNCTION UNINTERRUPTED OR ERROR-FREE, OR THAT CLOVER INSIGHTS IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

41.12.2. Financial Advice. First Data Clover Insights Solution does not provide any business, investment or financial advice and is not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities. First Data expressly states, and you hereby acknowledge, that Clover Insights is provided solely for informational purposes and are not to be used as a substitute for independent financial investment advice.

nor are they intended to be relied upon by any person or entity, including you or your Customers for the purposes of investment or other financial decisions. Clover Insights is not to be construed as providing business or investment advice and should not be used or construed, in whole or in part, as a basis or recommendation for an investment or business decision.

41.12.3. Accuracy. While First Data takes commercially reasonable measures to ensure the accuracy of the information and content contained in Clover Insights, it makes no representation or warranty of any kind with respect to Clover Insights. You acknowledge and agree that all use of Clover Insights by you and all other persons shall be: (i) based upon your own determination and evaluation and (ii) at your sole risk. At times the Data may include third party data that is appended to the Data and First Data has not investigated and does not make any representation or warranty with respect to the accuracy of the third party data.

41.13. Indemnity. Without limiting your indemnification obligations in the Agreement, you agree to indemnify and hold First Data, its affiliates, vendors, and third party provider(s) harmless from and against all losses, liabilities, damages, and expenses (including reasonable attorneys’ fees) arising out of or relating to:

41.13.1. Your failure to comply with all terms and conditions in this Section 36, including but not limited to User Documentation;

41.13.2. Your use (alone or in combination with any other information) of any Customer Information, reports, information or analytics obtained in connection with your use of Clover Insights;

41.13.3. The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of Clover Insights; or

41.13.4. Any other party’s access and/or use of Clover Insights with your unique username, password, or other appropriate security code.

41.14. Notices. First Data, its affiliates, vendors, and/or third party provider(s) may provide notices and other information regarding Clover Insights to you via the method(s) described in the Agreement.

41.15. Amendment. First Data has the right to: (i) require changes or addition to the Clover Insights Terms and Conditions in Section 41 at any time, and (ii) change, delete, discontinue, or impose conditions on any feature or aspect of Clover Insights with notice provided to you as set forth in the Notices section of the Section 41. Any use of Clover Insights after the publication of any such changes shall constitute your acceptance of the Clover Insights Terms and Conditions as modified.

41.16. Ideas. You may choose to, or First Data, its affiliates, vendors, or third party provider(s) may invite you to, submit comments or ideas about Clover Insights, including, without limitation, about how to improve Clover Insights (“Ideas”). By submitting any Idea, you agree that: (a) First Data expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any Idea, (b) your submission will be non-confidential, and (c) First Data is free to use and disclose any Idea on an unrestricted basis without notifying or compensating you and without you claiming any rights therein. You release First Data, its affiliates, vendors, or third party provider(s) from all liability and obligations that may arise from the receipt, review, use or disclosure of any portion of any Idea.

41.17. Third Party Beneficiaries. First Data, its affiliates, vendors, or third party provider(s) used in providing Clover Insights are intended third party beneficiaries of this Section 41 as applicable, and each of them may enforce its provisions as if it was a party hereto. Except as expressly provided in this Section 41, nothing in this Section 41 is intended to confer upon any Persons any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Section 41.

41.18. Limitation of Liability. The cumulative liability to you from First Data, its affiliates, vendors, and third party provider(s) for any and all claims arising out of or resulting from this Section 41 shall not exceed the total for the Clover Insights Solution Fees you paid to the Processor in the twelve months immediately preceding any claim.

42. Special Provisions Regarding Clover Service

If you elect to use the Clover Service, the following additional terms and conditions of this Section 42 shall apply.

The Clover Service is provided to you by Processor and not Bank. The Clover Service, transactions processed, and other matters contemplated under this Section 42 are subject to the terms and conditions of the Agreement, as applicable, except to the extent the terms of this Section 42 directly conflict with another provision of the Agreement, in which case the terms of this Section 42 will control; provided however, Bank is not a party to this Agreement insofar as it applies to the Clover Service, and you acknowledge that Bank is not liable to you in any way with respect to the Clover Service. For the purposes of this Section, 42, the words “we,” “our” and “us” refer only to the Processor and not the Bank.

42.1. Definitions. Capitalized terms used herein shall have the meanings given to such terms as set forth in this Section 42 or as defined in the Glossary or elsewhere in this Agreement.

“Clover” means Clover Network, Inc.

“Clover Marks” means the trademarks or service marks of Clover, an affiliate of Processor.

“Clover Service” means the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on

a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by Processor from time to time. For the avoidance of doubt, the term software in the preceding sentence does not include any software that may be obtained by you separately from the Clover Service (e.g., any applications downloaded by you through an application marketplace). The Clover Service is deemed part of the "Services," as defined in and provided under the Agreement.

"Customer" means a Person who makes a purchase of goods or services from you, the transaction for which utilizes the Clover Service.

"Customer Information" means information about your Customers (e.g., name, mailing address, e-mail address, telephone number) obtained in connection with your use of the Clover Service.

"Device" means a tablet, smartphone, or other mobile or fixed form factor identified by Processor from time to time as compatible with and capable of supporting the Clover Service.

"Third Party Services" are the services, products, promotions or applications provided by someone other than Processor.

42.2. License Grant. During the term of the Agreement, Processor grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign in any way, to electronically access and use the Clover Service solely in the United States to manage your establishment and conduct associated point of sale activities within the United States in accordance with the terms of this Section 42. For purposes of this Section 42, "United States" does not include U.S. Territories or possessions. The Clover Service is for your internal business use only. This Section 42 does not grant you any rights to the Clover Marks. All intellectual property and proprietary rights in or related to the Clover Service and the Clover Marks are and will remain our, our affiliates', our vendors', or our licensors' (as applicable) sole and exclusive property, and any and all right, title and interest associated with the Clover Service not expressly granted by Processor in this Section 42 are deemed withheld.

42.3. Restrictions. You may not, nor may you permit any third party to do any of the following: (a) access or attempt to access the Clover Service (or any part) that is not intended or made available for public use; (b) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Clover Service (or any part), except to the extent that such restriction is expressly prohibited by law; (c) modify, translate, or alter in any manner, the Clover Service (or any part) or the Clover Marks; (d) create derivative works of or based on the Clover Service (or any part) or the Clover Marks; (e) except for backup and archival purposes, directly or indirectly copy the Clover Service (or any part); (f) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Service (or any part) except as permitted herein; (g) access or use (in any format) the Clover Service (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (h) rent, lease, sell, sublicense, assign, or otherwise transfer your license rights to any third party, whether by operation of law or otherwise; (i) use or ship the Clover Service (or any part) outside of the United States, or access the Clover Service (or any part) from outside the United States, without in any case obtaining our advance written consent; (j) remove, relocate, or otherwise alter any proprietary rights notices from the Clover Service (or any part) or the Clover Marks; (k) perform or attempt to perform any actions that would interfere with the proper working of the Clover Service, prevent access to or use of the Clover Service by other users, or in our reasonable judgment impose an unreasonable or disproportionately large load on our infrastructure, network capability or bandwidth; or (l) use the Clover Service (or any part) except as permitted in subsection 42.2 above.

You shall not take any action inconsistent with the stated title and ownership in subsection 42.2 above. You will not file any action, in any forum that challenges the ownership of any part of the Clover Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Clover Service in the event of a challenge by you.

42.4. Clover Service Limitations and Requirements.

42.4.1. You may access the Clover Service through your Device using a wired (ethernet) or wireless (wifi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Clover Service may be subject to: (a) the terms of your agreements with your Internet/data provider; and (b) the availability or uptime of the services provided by your Internet/data provider.

42.4.2. You may use the Clover Service to conduct point of sale activities offline; transactions initiated offline will be queued and submitted for authorization when Internet connectivity to the Clover System is restored. However, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Clover Service is used offline.

42.4.3. The Clover Service does not function with every mobile device. Processor may alter which Devices are approved as compatible with the Clover Service in our discretion from time-to-time.

42.4.4. We may perform maintenance on the Clover Service from time to time which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Clover Service and obtain information needed to identify and fix any errors.

42.4.5. You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Clover Service that are posted on the Clover website or otherwise provided or made available to you (collectively, "Clover Ops Guide").

42.4.6. You shall comply with the following requirements in connection with your use of the Clover Service:

- a) With respect to each Customer who requests the delivery of transaction receipts via text message or email, such Customer must enter his phone number or email address in the appropriate space displayed on the Device himself; you are NOT permitted to add or modify any Customer Information (including but not limited to phone number and email address) on behalf of a Customer.
- b) With respect to each Customer who desires to receive marketing material or other communications from you via text message or email, such Customer must check the appropriate consent check box displayed on the Device himself; you are NOT permitted to add or modify a Customer's consent indication on his behalf.
- c) You (or your agents acting on your behalf) may only send marketing materials or other communications to the Customer's provided phone number, street address, and/or email address if the Customer has specifically consented by checking (himself) the applicable box displayed on the Device.
- d) NOTWITHSTANDING THE CAPABILITY OF THE CLOVER SERVICE TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (I) YOUR USE OF CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE CLOVER SERVICE MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (II) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (III) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.
- e) If TransArmor software is resident on your Device at the time we provide you with the Device and therefore part of the Clover Service, it will be used to perform such encryption and tokenization ("TransArmor Service") and the additional terms set forth in Section 38 apply. However you will only receive the applicable TransArmor service subscribed by you as set forth in the Application.
- f) You are responsible to provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your Customers.

42.5. Fees. You shall pay Processor the fees for Clover Service as set forth on the Application.

42.6. Term and Termination. The Clover Service may be terminated at any time by either party upon thirty (30) days' written notice to the other party. Notwithstanding the foregoing sentence, upon as much advance notice as is commercially practicable, we may suspend or terminate the Clover Service if (a) we determine that you are using Clover Service for any fraudulent, illegal, or unauthorized purpose, (b) you violate the terms of this Section 42 or an Event of Default occurs under the Agreement, (c) we terminate our agreement with any third parties that are involved in providing the Clover Service, or (d) Processor otherwise decides to discontinue providing the Clover Service. You acknowledge and agree that an occurrence of (a) or (b) above may be deemed an Event of Default under the Agreement, thereby affording Processor and Bank all rights and remedies as set forth in the Agreement triggered by such an Event of Default, which may include immediate termination of the Agreement without notice.

42.7. Third Party Services. The Clover Service may contain links to Third Party Services (e.g., an application marketplace). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Clover Service). Your access of any Third Party Services is at your own risk. Third Party Services are not governed by the terms and conditions of this Section 37 or the Agreement. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIRD PARTY SERVICES (E.G., APPLICATION MARKETPLACE AND ANY APPS AVAILABLE AT SUCH APPLICATION MARKETPLACE) IS DOWNLOADED AT YOUR OWN RISK. PROCESSOR WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND PROCESSOR EXPRESSLY DISCLAIMS ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. PROCESSOR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED THROUGH THE CLOVER SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PROCESSOR WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

42.8. Account Registration. We may require you to register and create a "Member" or "Merchant" account to use the Clover Service. If and when prompted by our registration process, you agree to (a) provide true, accurate, current and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, we have the right to terminate your Clover Service account ("Account") and refuse any and all current or future use of the Clover Service.

42.9. Privacy and Data Use. All data collected from you at www.clover.com or in connection with your use of the Clover Service, including Customer Information and information about your business and employees used with or stored in or by the Clover Services (collectively, "Account Data"), is collected by Clover and not Processor or Bank; therefore, the use and sharing of such Account Data is controlled by the Clover Privacy Policy (available at https://www.clover.com/privacy_policy). You acknowledge and agree that we may access your Account Data upon our request to Clover, and our use of your Account Data is governed by the terms set forth in the Agreement.

42.10. Protecting Your Information. You are solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Clover Service are kept safe and confidential. You must prevent unauthorized access to and use of any Account Data. You are responsible for all electronic communications sent to us or to any third party (including Clover) containing Account Data. When we receive communications containing Account Data, we assume you sent it to us. You must immediately notify us if you become aware of any loss, theft or unauthorized use of any Account Data. We reserve the right to deny you access to the Clover Service, in whole or in part, if we believe that any loss, theft or unauthorized use of any Account Data or access information has occurred.

42.11. Accuracy of Information. You are solely responsible for ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the Clover Service (e.g., menus loaded onto the Device). In addition, you are solely responsible for verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

42.12. Clover Service Disclaimer. USE OF THE CLOVER SERVICE OR ANY EQUIPMENT PROVIDED WITH THE CLOVER SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLOVER SERVICE IS PROVIDED "AS IS" AND PROCESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO THE CLOVER SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT THE CLOVER SERVICE WILL FUNCTION UNINTERRUPTED OR ERROR-FREE, OR THAT THE CLOVER SERVICE IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

42.13. Indemnity. Without limiting your indemnification obligations in the Agreement, you agree to indemnify and hold us harmless from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your failure to comply with all terms and conditions in this Section 42, including but not limited to the Clover Ops Guide;
- Your use of any Customer Information obtained in connection with your use of the Clover Service;
- The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of the Clover Service; or
- Any other party's access and/or use of the Clover Service with your unique username, password, or other appropriate security code.

42.14. Notices. We may provide notices and other information regarding the Clover Service to you via the method(s) described in the Agreement or in the E-Sign Consent Agreement set forth below.

42.15. Amendment. We have the right to change or add to the terms of this Section 42 at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Clover Service with notice provided to you as set forth in subsection 42.14 above. Any use of the Clover Service after our publication of any such changes shall constitute your acceptance of this Agreement as modified.

42.16. Ideas. You may choose or we may invite you to submit comments or ideas about the Clover Service, including, without limitation, about how to improve the Clover Service ("Ideas"). By submitting any Idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any Idea, (b) your submission will be non-confidential, and (c) we are free to use and disclose any Idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any Idea.

42.17. Third Party Beneficiaries. Processor's Affiliates and any Persons Processor uses in providing the Clover Service are intended third party beneficiaries of this Section 42, and each of them may enforce its provisions as if it was a party hereto. Except as expressly provided in this subsection 42.17, nothing in this Section 42 is intended to confer upon any

Persons any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Section 42.

43. Special Provisions Regarding Clover Go Service (Mobile Payments)

If you elect to use the Clover Go Service, the following additional terms and conditions of this Section 43 shall apply.

The Clover Go service is provided to you by Processor and not Bank. The Clover Go service, transactions processed, and other matters contemplated under this Section 43 are subject to the terms and conditions of the Agreement, as applicable, except to the extent the terms of this Section 43 directly conflict with another provision of the Agreement, in which case the terms of this Section 43 will control; provided however, Bank is not a party to this Agreement insofar as it applies to the mobile payments service, and you acknowledge that Bank is not liable to you in any way with respect to the mobile payments service. For the purposes of this Section, 43, the words "we," "our" and "us" refer only to the Processor and not the Bank.

43.1. Your mobile payments service ("Clover Go Service") enables you to accept card-based payments using (a) a smart phone or other supported mobile device that you provide, (b) an approved card reader you obtain from us ("Clover Go Reader"), and (c) an application ("Clover Go App") that you download from the Apple App Store or Google Play. The Clover Go Service does not support offline point of sale activities and requires Internet connectivity for proper functioning. We may update the Clover Go Service from time to time.

43.2. Only Apple iOS and Google Android operating systems are compatible with the Clover Go Service, and only certain types of mobile devices using Apple iOS and Google Android are supported for the Clover Go App and Clover Go Service. Please contact us for information on whether a particular mobile device is supported for the Clover Go App and Clover Go Service.

43.3. Additional terms of use ("Clover Go Terms") apply to the Clover Go Service. From time to time, Clover Go Terms will be presented to you electronically on an "in-application" basis, and you will be required to "click to agree" before being permitted to use the Clover Go App. If we update the Clover Go Terms you will be required to "click to agree" to the updated Clover Go Terms in order to use the Clover Go App again.

43.4. TO USE THE CLOVER GO SERVICE, YOU MUST ALSO BE USING, AT A MINIMUM, THE TRANSARMORSM DATA PROTECTION SERVICE, which is sometimes referred to as "TransArmor Tokenization and Encryption". You may also choose to use the Clover Security Plus Solution Services, which includes the TransArmor Data Protection Service.

43.5. If you are already using the single-token version of either the TransArmor Data Protection Service or Clover Security Plus Services, then no additional TransArmor products are needed for the Clover Go Service.

43.6. If you are using the Payeezy Gateway or if you accept card-not-present payments (for example, Internet payments), you may need a different TransArmor product. Please contact us for information.

43.7. If you are not already using a TransArmor product, then you must first sign an agreement for an eligible TransArmor product.

43.8. USE OF CLOVER GO READERS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOVER GO READERS ARE PROVIDED "AS IS," AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH RESPECT TO CLOVER GO READERS, INCLUDING BUT NOT LIMITED TO: (a) WARRANTIES OF QUALITY, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, (b) ANY WARRANTY THAT THE CLOVER GO READERS WILL FUNCTION UNINTERRUPTED OR ERROR-FREE, (c) ANY WARRANTY THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR (d) ANY WARRANTY THAT THE CLOVER GO READERS ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

44. Special Provisions Regarding Global ePricing Services

If you elect to receive the Global ePricing Service, the terms and conditions of this Section 44 shall apply. The Global ePricing Service ("GeP Service") is provided to you by Processor and Bank.

Capitalized terms used in this Section 44 and not otherwise defined herein shall have the same meaning set forth in the Agreement.

44.1. Definitions.

Foreign Currency means the currency other than the Local Currency.

GeP Sales Transaction means a card not present transaction between Client and a Cardholder in which the Client presents the Transaction Price in a card not present environment and the Cardholder authorizes (i) the Transaction Price to be submitted to a Card Organization for settlement, and (ii) that the Cardholder's account will be charged for the Transaction Price.

GeP Service Provider has the meaning set forth in Section 44.2.2.

GeP Services means the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by Servicers and/or a GeP Service Provider to authorize, process, and settle GeP transactions initiated by Cardholders using a card type approved by Servicers for use with GeP Sales Transactions in a card not present environment established and maintained by a Client domiciled in the United States or United States territories, or other

countries permitted by Servicers. Merchant acknowledges that Dynamic Currency Conversion as defined by Card Organization rules is not permitted or provided under GeP service.

GeP Sponsor Bank has the meaning set forth in Section 44.2.2.

Local Currency means US Dollars (i.e., the currency associated with the domicile of the Merchant utilizing the GeP Service).

Transaction Price means the price for a product or service sold by the Client in a card not present environment as quoted by the Client to a Cardholder in a Foreign Currency.

Transaction Rate means the then-current Foreign Currency exchange rate used by the Card Organizations or their designee from time to time to convert the net funding amount into the Local Currency.

44.2. GeP Services.

44.2.1. We will provide GeP Services to you with respect to GeP transactions on the terms and conditions set forth in this Section. The list of foreign currencies supported under the GeP Services will be provided to you upon request and may be modified from time to time by us. Card types that we have approved for GeP Sales Transactions are VISA and MasterCard; we may modify the card types approved for GeP transactions from time to time on notice to you.

44.2.2. Client acknowledges that Client is solely responsible for all aspects of a GeP transaction (other than the performance of GeP Services hereunder), including without limitation, obtaining the Cardholder's consent to execute a GeP transaction, and complying with all Card Organization Rules applicable to merchants with respect to GeP transactions. The Foreign Currencies that Merchant has elected to support will be initially identified. Merchant shall notify us in writing of any additional Foreign Currencies that it wishes to support; if we support such currencies, we will work with the Merchant to implement such currencies for merchant within a commercially reasonable time frame.

44.2.3. Authorization and Settlement between Servicers and Client of GeP Sales Transactions shall be made in the Foreign Currency on the basis of the Transaction Price of the GeP Sales Transaction. The US Dollar amount funded for each such transaction will be based on the applicable Local currency exchange rate provided by the applicable card organization for use on the day such transaction is submitted by Merchant for entitlement. Merchant shall be subject to any and all Foreign Currency exchange rate exposure and bear all such exchange rate exposure risk in connection with each GeP Sale Transaction.

44.2.4. Refunds, Credits, returns and Chargebacks shall be treated as independent GeP transactions and the Transaction Rate used for refund, Credit, return and Chargeback transactions shall be determined by the applicable Card Organization. Merchant shall be subject to any and all Foreign Currency exchange rate exposure and bear all such exchange rate exposure in connection with refunds, credits, returns or Chargebacks.

44.2.5. For the avoidance of doubt, except as expressly provided in this Guide, the terms and conditions of this Guide with respect to a card transaction (including the rights and obligations of Servicers and Merchant with respect to such a transaction) shall apply to GeP transactions.

44.2.6. Upon written request from Merchant, and subject to written approval from American Express, we will support American Express multi-currency transactions on our platforms that have been certified by American Express for such purposes. Our support of American Express multi-currency transactions may be subject to additional fees.

44.2.7. Merchant acknowledges and agrees that all fees in the Agreement that apply to and are payable by Merchant with respect to a Card transaction also apply to and are payable by Merchant with respect to a GeP transaction or American Express multi-currency transaction; in addition, GeP fees apply and are payable by the Merchant.

44.2.8. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GEP SERVICES AND, IF APPLICABLE, SUPPORT OF AMERICAN EXPRESS MULTI-CURRENCY TRANSACTIONS ARE PROVIDED TO MERCHANT "AS IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES, WARRANTIES OF NON-INFRINGEMENTS, MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT ANY SUCH SERVICES WILL BE COMPLETELY ACCURATE, ERROR-FREE OR AVAILABLE WITHOUT INTERRUPTION.

44.3. Term; Suspension; Termination.

44.3.1. This GeP Service is co-terminous with the Agreement and may be terminated in conjunction with or separate from the Agreement in accordance with the terms of this Section. If this GeP Service terminates prior to the termination of the Agreement, such termination shall not terminate the obligations or rights of the parties pursuant to provisions of this Section which are to survive or be perpetual or irrevocable. Such provisions (including payment or reimbursement obligations) shall survive termination of this Section.

44.3.2. Client may terminate its participation in the GeP Services, and Servicers may cease to offer the GeP Services to Client with respect to the Card Organizations: (i) without cause upon not less than thirty (30) days' written notice to the other party; or (ii) immediately upon written notice to the other party if Client or Servicers determine that continuing to utilize the GeP Services as provided herein will violate any applicable law or any provision of the Card Organization Rules. Termination of Client's participation in the GeP Services by Client or Servicers shall terminate this Section.

44.3.3. If Servicers reasonably suspect that Client is not in compliance with Card Organization Rules or the terms of this Section (including Section 44.2.4 above), Servicers, in their sole discretion, may: (a) immediately cease processing Client's GeP Sales Transactions until such time as the Client verifies compliance to Servicer's satisfaction, and/or (b) terminate this agreement immediately.

44.3.4. Servicers may terminate this Service:

- a) Immediately upon a breach by Client of its confidentiality obligations under this Section;
- b) For any of the reasons set forth in the Agreement that permit Servicers to terminate the Agreement if applicable to the GeP Services; or
- c) As otherwise set forth in this Section.

44.3.5. Client may terminate this GeP Service for any of the reasons set forth in the Agreement that permit Client to terminate the Agreement if applicable to the GeP Services, or as otherwise set forth in this Section.

44.3.6. Termination of the Agreement shall effect a termination of this GeP Service.

41.4. Third Party Beneficiaries. Servicers are direct and intended third party beneficiaries to the Global ePricing Service, and may enforce their rights under this Section directly against Client.

44.5. Indemnification.

44.5.1. All limitations of liability and liability disclaimers set forth in the Agreement shall apply to any liability of Servicers and the liability of Servicers shall be limited to the same amount and to the same extent as Servicers' limitations set forth in the Agreement.

44.5.2. In addition to the indemnification obligations in the Agreement, Client agrees to indemnify and hold harmless Servicers from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and collection costs) resulting from third party claims related to any acts or omissions of Client in connection with any GeP Sales Transaction or other GeP transaction, including any alleged misrepresentation or deceptive or unlawful trade practice, a violation of applicable law or the Card Organization Rules, or a breach of any of Client's obligations under this Section. Any limitations on Client's liability which may be specified in the Agreement shall not be applicable to Client's indemnification obligation set forth in the preceding sentence.

45. Choice of Law; Venue; Waiver of Jury Trial

45.1. Choice of Law. Choice of Law. Our Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions).

45.2. Venue. We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in Suffolk County, New York.

45.3. Waiver of Jury Trial. ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

46. Other Terms

46.1. Force Majeure. No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, earthquake, elements of nature or other acts of God; (ii) any terrorist attacks or outbreak or escalation of hostilities, war, riots or civil disorders in any country; (iii) any act or omission of the other party or any government authority; (iv) any labor disputes (whether or not employees' demands are reasonable or within the party's power to satisfy); or (v) the nonperformance by a Person for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications or other equipment. In any such event, the nonperforming party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to commence performance or observance as soon as practicable. Notwithstanding anything to the contrary in this paragraph, your failure to receive payment or funds from a Person shall not excuse the performance of your obligations to us under this Agreement.

46.2. Compliance with Laws. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to it. You further agree to cooperate and provide information requested by Servicers, as Servicers determine necessary, to facilitate Servicers compliance with any applicable law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac) or the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov), or for the processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control ("OFAC") or in connection with illegal activity of any kind.

46.3. Notices. Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing, if to you at your address appearing in the Application or by any electronic means, including but not limited to the e-mail address you have provided on the Application. If to us at our address appearing in Section A.5 of Part IV of this Agreement, with a copy to Attention: General Counsels

Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065, and Notices shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received. Notices sent to the your last known address (including e-mail address), as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. If you change your address (including your e-mail address), you must notify us at least 30 days prior of the effective date of any such change. Failure to provide us with a valid address (including e-mail address) may result in the termination of the Agreement. Notwithstanding the above, all bankruptcy or collection related notices must be sent to the following address Merchant Services Department, 5251 Westheimer Road, Fourth Floor, Houston, Texas 77056, Attn: Bankruptcy and Collection Notifications. All such notices must include the related merchant name and merchant number. Failure to provide Notice to this address or include this pertinent merchant information will be deemed ineffective. All notices must include your merchant name(s) and merchant number(s). Failure to provide notice in the manner described in this Section will be deemed ineffective.

46.4. Headings. The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement.

46.5. Severability. The parties intend every provision of this Agreement to be severable. If any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

46.6. Entire Agreement; Waiver. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter thereof, and supersedes any previous agreements and understandings. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

46.7. Amendment. We may modify any provision of this Agreement by providing written notice to you. You may choose not to accept the requirements of any such change by terminating the Agreement within twenty (20) days of receiving notice. If you choose to do so, notify us that you are terminating for this reason so that we may waive any early termination fee that might otherwise apply. For purposes of this section, an electronic or "click-wrap" notice intended to modify or amend this Agreement and which you check "I Accept" or "I Agree" or otherwise accept through an electronic process, shall constitute in writing as required herein. This Section 45.7 does not apply to fee changes, which are governed by Sections 25.4 and 25.5.

46.8. Third Party Beneficiaries. Our respective Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as it was a party hereto. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any Person any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Agreement.

46.9. Card Organization Rules. The parties acknowledge that the Visa, MasterCard, Discover Network and PayPal Card Organization Rules give Visa, MasterCard, Discover Network and PayPal certain rights to require termination or modification of this Agreement with respect to transactions involving Visa, MasterCard, Discover Network and PayPal Cards and the Visa, MasterCard, Discover Network and PayPal Card systems and to investigate you. The parties also acknowledge that issuers of other Cards, for which we perform services on your behalf, may have similar rights under their applicable Card Organization Rules with respect to this Agreement's applicability to transactions involving such other Cards.

46.10. Publicity. Client may not use the logo, name, trademark, or service mark of Processor and/or Bank in any manner, including without limitation, in any advertisements, displays, or press releases, without the prior written consent of Processor and Bank.

46.11 E-SIGN CONSENT AGREEMENT

I. Consent

By signing the Confirmation Page, you consent and agree that:

- a. Processor can provide disclosures required by law and other information about your legal rights and duties to you electronically.
- b. Where required or requested, your electronic signature (via "click-through" or other method) on agreements and documents relating to the Clover Service has the same effect as if you signed them in ink.
- c. Processor can send all communications, billing statements, amendments to the Clover Service, notices, and other disclosures or information regarding the Clover Service or your use of the Clover Service or the Services as defined in the Agreement (collectively defined as "Disclosures") to you electronically (1) via e-mail, (2) by access to a web site that we designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.
- d. If you want a paper copy, you can print a copy of the Disclosure or download the information for your records.
- e. This consent applies to all future Disclosures sent to you in connection with the Clover Service, the Agreement, or your use of the Clover Service or the Services as defined in the Agreement.

2. Legal Effect

By consenting, you agree that electronic Disclosures have the same meaning and effect as if Processor provided paper Disclosures to you. When Processor sends you an email or other electronic notification alerting you that the Disclosure is available electronically and makes it available online, that shall have the same meaning and effect as if Processor provided a paper Disclosure to you, whether or not you choose to view or print or download the Disclosure.

47. Glossary

As used in this Agreement, the following terms mean as follows:

Address Verification Service ("AVS"): A service provided through which the merchant verifies the Cardholder's address, in whole or in part. Primarily used by Mail/Telephone/Internet order merchants, Address verification is intended to deter fraudulent transactions, however, an AVS Match does not guarantee that a transaction is valid. An AVS request should generally be submitted with an authorization request. The AVS response, if available, however will not impact whether any associated authorization request is approved or denied. You may be charged an AVS fee for any AVS request you submit even if we are not able to provide a response to the request.

Affiliate: Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Application: the Application for Services executed by you.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization Approval Code: A number issued to a participating merchant by the Authorization Center which confirms the Authorization for a sale or service.

Authorization and Capture: Refers to the communication of instructions from your POS device or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Authorization Center: A department that electronically communicates a merchant's request for Authorization on Credit Card transactions to the Cardholder's bank and transmits such Authorization to the merchant via electronic equipment or by voice Authorization.

Bank: The bank identified on the Application signed by you.

Bankruptcy Code: Title 11 of the United States Code, as amended from time to time.

Batch: A single Submission to us of a group of transactions (sales and Credits) for settlement. A Batch usually represents a day's worth of transactions.

Business Day: Monday through Friday, excluding Bank holidays.

Card: See either Credit Card or Debit Card.

Cardholder: Means the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Payments Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

Card Not Present Sale/Transaction: A transaction that occurs when the Card is not present at the point-of-sale, including Internet, mail-order and telephone-order Card sales.

Card Verification Codes: A three-digit value printed in the signature panel of most Cards and a four-digit value printed on the front of an American Express Card. Visa's Card Verification Code is known as CVV2; MasterCard's Card Verification Code is known as CVC2; the Card Verification Codes for Discover Network, PayPal and American Express are known as a Card Identification Numbers (CID). Card Verification Codes are used to deter fraudulent use of an account number in a non-face-to-face environment, (e.g., mail orders, telephone orders and Internet orders).

Card Verification Value (CVV)/Card Validation Code (CVC)/Card Identification Data (CID): A unique value encoded on the Magnetic Stripe of a Card used to validate Card information during the Authorization process.

Cardholder Verification Method (CVM): A method used to confirm the identity of a Cardholder and to signify Cardholder acceptance of a transaction, such as signature, Offline PIN, and Online PIN.

Cash Benefits: An EBT account maintained by an Issuer that represents pre-funded or day-of-draw benefits, or both, administered by one or more government entities, and for which the Issuer has agreed to provide access under the EBT program. Multiple benefits may be combined in a single cash benefit account.

Cash Over Transaction: Dispensing of cash by a merchant in connection with a Card sale, other than a PIN Debit Card transaction, for the purchase of goods or services.

Charge or Charges: The total price, including all applicable taxes and gratuities, for the purchase of goods or services at a merchant for which a Cardholder has signed a Sales Draft or otherwise indicated intent to pay with a Card.

Chargeback: A Card transaction (or disputed portion) that is returned to us by the Issuer. Client is responsible for payment to us for all Chargebacks.

Chip: An integrated microchip embedded on a Card containing cardholder and account information.

Chip Card: A Card with an embedded EMV-compliant chip containing memory and interactive capabilities used to identify and store additional data about a Cardholder, an Account, or both.

Claim: Means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute, or controversy between you and us arising from or relating to the Agreement or prior Card acceptance agreements, or the relationship resulting therefrom, whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory, including any question relating to the existence

validity, performance, construction, interpretation, enforcement, or termination of the Agreement or prior Card acceptance agreements or the relationship resulting therefrom.

Contactless Payment: Payment performed in a Card-Present Environment with a Contactless card or Payment Device (e.g., Mobile phone) at the Point-of-Transaction.

Client: The party identified as "Client" on the Application. The words "Subscriber," "you" and "your" refer to Client. Also, sometimes referred to as "Merchant."

Credit: A refund or price adjustment given for a previous purchase transaction.

Credit Card: a payment account that is (a) presented to you in various forms (including cards, fobs, tags, mobile devices, or virtual forms), (b) bears the Mark of a Payments Organization, and (c) enables the Cardholder to buy goods or services on credit.

Credit Draft: A document evidencing the return of merchandise by a Cardholder to a Client, or other refund or price adjustment made by the Client to the Cardholder, whether electronic, paper or some other form, all of which must conform to Card Organization Rules and applicable law.

Credit Limit: The credit line set by the Issuer for the Cardholder's Credit Card account.

Customer Activated Terminal (CAT): A magnetic stripe terminal or chip-reading device (such as an automatic dispensing machine, Limited Amount Terminal, or Self-Service Terminal) that is not an ATM.

Data Incident: any actual or potential unauthorized or fraudulent access to (or use, disclosure, or alteration of) transaction data, whether consisting of a single event, a continuous course of events, or a series of related events.

Data Incident Expenses: means: (a) any obligations that you have to us arising from a Data Incident including EMV Upgrade Costs; (b) the costs of a security assessment conducted by a qualified security assessor approved by a Payments Organization or PCI to determine the cause and extent of a Data Incident; and (c) any reasonable fees and expenses incurred by us, or by you with our prior written consent, for any Mitigation Services specifically approved by us in writing but only if the Mitigation Services are provided within one (1) year following discovery of the relevant Data Incident.

Data Usage Charge: Charged to you for our processing of Sales Data sent to us.

Debit Card: a payment account that is (a) presented to you in various forms (including cards, fobs, tags, mobile devices, or virtual forms), (b) bears the Mark of a Payments Organization, and (c) enables the Cardholder to buy goods or services by debiting the Cardholder's bank account or stored value/prepaid account.

Dial-Up Terminal: An Authorization device which, like a telephone, dials an Authorization Center for validation of transactions.

Discount Rate: A percentage rate and/or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit Card transactions, as set forth in the Application. Transactions that fail to meet applicable interchange requirements will be charged additional amounts as set forth in Section 25.1.

Electronic Benefit Transfer (EBT): An Electronic Benefits Transfer system used to deliver certain government delivered benefits, including without limitation Cash Benefits and FNS, SNAP and WIC Benefits, to EBT customers.

Electronic Draft Capture (EDC): A process which allows a merchant's Dial-Up Terminal to receive Authorization and capture transactions, and electronically transmit them to the Processor. This eliminates the need to submit paper for processing.

EMV Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Entity: Means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

Factoring: The submission of authorization requests and/or Sales Drafts by a merchant for Card sales or cash advances transacted by another business. Factoring is prohibited.

Fixed Acquirer Network Fee (FANF): Fee that applies to the acceptance of all Visa branded products and is based on both the size and the number of merchant locations. The fee will be assessed per merchant Taxpayer ID, based on the number of merchant locations, Merchant Category Code (MCC), and monthly Total Gross merchant Sales Volume associated with each Taxpayer ID.

Fraud Full Recourse: One of American Express's Chargeback programs

General Terms: Section of the Program Guide, including any amendments or modifications.

Gross: When referred to in connection with transaction amounts or fees, refers to the total amount of Card sales, without set-off for any refunds or Credits.

Imprinter: A manual or electric machine used to physically imprint the merchant's name and ID number as well as the Cardholder's name and Card number on Sales Drafts.

Issuer: The financial institution or Card Organization (or other Entity authorized by a Card Organization) which has issued a Card to a Person.

Limited Amount Terminal: A Customer Activated Terminal that has data capture only capability, and accepts payment for items such as parking garage fees, road tolls, motion picture theater entrance, or magnetic-stripe telephones.

Magnetic Stripe: A stripe of magnetic information affixed to the back of a plastic Credit or Debit Card. The Magnetic Stripe contains essential Cardholder and account information.

Marks: Names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

MasterCard Account Status Inquiry Service Fee: Zero dollar Account Status Inquiry Service requests (including AVS, CVC2 or both).

MasterCard CVC2 Fee: A fee assessed for transactions acquired in the U.S. Region with the CVC2 (Three digit code on the back of the MasterCard issued card) included in the transaction for authorization and where the CVC2 response value equals 'M' (Match) or 'N' (Invalid/did not match). The fee will not be applied to Account Status Inquiry (ASI) requests.

MasterCard Digital Enablement Fee: A fee assessed by MasterCard on select Card Not Present transactions.

MasterCard Processing Integrity Fee: The MasterCard Processing Integrity Fee is assessed in the event MasterCard cannot match an approved authorization to a settled transaction (within 120 days from the date the authorization was granted) or a reversal request (within a specific time frame). The Processing Integrity Fee can be avoided by settling transactions only with an approved authorization. If an authorization approval is no longer needed, it must be electronically reversed within 24 hours for a card-present transaction or within 72 hours for card not present transaction.

Media: The documentation of monetary transactions (i.e., Sales Drafts, Credit Drafts, computer printouts, etc.)

Merchant Identification Card: A plastic embossed card supplied to each merchant to be used for imprinting information to be submitted with each Batch of paper Sales Drafts. Embossed data includes Merchant Identification Number, name and sometimes merchant ID code and terminal number.

Merchant Identification Number: A number that numerically identifies each merchant location, outlet, or line of business to the Processor for accounting and billing purposes.

Merchant Processing Application: The Merchant Processing Application and Agreement executed by Client, which is one of the documents comprising the Agreement.

Merchant Provider: Any Person engaged by you to provide services to you involving or relating to (i) access to Cardholder data, transaction data or information related to either Cardholder data or transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs).

Mitigation Service: a service provided to a cardholder whose information is the subject of a Data Incident, where the primary purpose of the service is to mitigate the effects of the Data Incident, including identity theft education and assistance and credit monitoring.

Non-Bank Services: Products and/or Services for which Bank is not responsible or a party to including American Express, PIN Debit Card, and Electronic Benefits Transfer Transactions, TeleCheck Check Services, and Transactions Involving Cards from other Non-Bank Card Organizations, such as Voyager Fleet Systems, Inc., Wright Express Corporation and Wright Express Financial Services Corporation, Discover, PayPal, Leasing, TransArmor, Wireless, Payeezy Gateway Services, Global ePricing Services and other items as may be indicated in this Program Guide.

Non-PIN Debit Card: A device with a Visa, MasterCard or Discover Network Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed without the use of a PIN.

Non-Qualified Interchange Fee: The difference between the interchange fee associated with the Anticipated Interchange Level and the interchange fee associated with the more costly interchange level at which the transaction actually processed.

Non-Qualified Surcharge: A surcharge applied to any transaction that fails to qualify for the Anticipated Interchange Level and is therefore downgraded to a more costly interchange level. The Non-Qualified Surcharge (the amount of which is set forth on the Service Fee Schedule) is in addition to the Non-Qualified Interchange Fee, which is also your responsibility (see above, Section 25.1)

PAN Truncation: A procedure by which a Cardholder's copy of a Sales Draft or Credit Draft, or as required by applicable law, the Sales Draft or Credit Draft you retain, will only reflect the last four digits of the Card account number.

Payments Organization: any payments association or payments network we support whose cards or other payment forms you accept under your merchant processing agreement.

Person: A third party individual or Entity, other than the Client, Processor or Bank.

PIN: the personal identification number associated with a Debit Card.

PIN Debit: a type of transaction using a Debit Card that requires a Cardholder to enter a PIN for authentication.

PINless Debit: a type of PIN Debit transaction that, under applicable Rules and for qualifying transactions, does not require the Cardholder to enter a PIN for authentication.

Point of Sale (POS) Terminal: A device placed in a merchant location which is connected to the Processor's system via telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales transactions with Processor.

Processor: The entity identified on the Application (other than the Bank) which provides certain services under the Agreement.

Program Guide (also known as the Merchant Services Program Terms and Conditions): The booklet which contains Your Payments Acceptance Guide, the General Terms, Third Party Agreements and the Confirmation Page, which together with the Application and the Schedules thereto and documents incorporated therein, constitute your Agreement with Processor and Bank.

Recurring Payment Indicator: A value used to identify transactions for which a Cardholder provides permission to a merchant to bill the Cardholder's Card account at either a predetermined interval or as agreed by the Cardholder for recurring goods or services.

Referral: A message received from an Issuer when an attempt for Authorization requires a call to the Voice Authorization Center or Voice Response Unit (VRU).

Reserve: money we owe to you (net of any obligations you owe to us) that we hold back in order to secure or fund your obligations with us.

Reserve Account: An account established and funded at our request or on your behalf, pursuant to Section 25 of the Agreement.

Retrieval Request/Transaction Documentation Request: A request for documentation related to a Card transaction such as a copy of a Sales Draft or other transaction source documents.

Rules: the rules, regulations, standards, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC, the National Automated Clearing House Association and (with respect to EBT transactions) the Quest Operating Rules.

Sales/Credit Summary: The identifying form used by a paper Submission merchant to indicate a Batch of Sales Drafts and Credit Drafts (usually one day's work). Not a Batch header, which is used by electronic merchants.

Sales Draft: Evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to, Client using a Card, including preauthorized orders and recurring transactions (unless the context requires otherwise); regardless of whether the form of such evidence is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and applicable law.

Schedules: The attachments, addenda and other documents, including revisions thereto, which may be incorporated into and made part of this Agreement concurrently with or after the date of this Agreement.

Self-Service Terminal: A Customer Activated Terminal that accepts payment of goods or services such as prepaid cards or video rental, has electronic capability, and does not accept PINs.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: An account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

Signature Debit: a type of transaction using a Debit Card that requires the Cardholder to provide a signature for authentication rather than a PIN.

Store and Forward: A transaction that has been authorized by a merchant when the merchant cannot obtain an Authorization while the customer is present, typically due to a communications failure. The merchant will store the transaction electronically in their host system and retransmit the transaction when communications have been restored.

Summary Adjustment: An adjustment to your Submission and/or Settlement Accounts in order to correct errors.

Telecommunication Card Sale: Individual local or long-distance telephone calls, for which the telephone service provider is paid directly by use of a Card. These do not include, however, calls paid for with pre-paid telephone service cards. Telecommunication Card Sales are considered Card Not Present Sales.

Transaction Fees: Service costs charged to a merchant on a per transaction basis.

Transaction Integrity Fee: Fee assessed on Visa Debit Card and prepaid Card purchase transactions that either fail or do not request CPS qualification.

Us, We and Our: See Servicers.

Wireless Networks: certain cellular telephone and data networks to which we have access though Wireless Vendors.

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: See Client.

Your Payments Acceptance Guide: a quick reference to the guidelines for processing transactions. You'll also find recommendations and tips to help you prevent fraud, reduce chargebacks, and properly handle payments, refunds, exchanges, and most other situations you'll encounter in your day-to-day-business.

PART III: THIRD PARTY AGREEMENTS

The following Agreements are Third Party Agreements entered into between Client and the Third Parties identified in the Third Party Agreements.

If Client desires to receive the products and/or services offered under a Third Party Agreement, Client must check the appropriate box or otherwise indicate such desire in the Merchant Processing Application, in which case the terms and conditions of the Third Party Agreement shall be binding upon Client. The Signature page in the Merchant Processing Application or any Schedule thereto shall also serve as a signature page to the Third Party Agreements.

Client acknowledges that the Third Parties are relying upon the information contained on the Merchant Processing Application and the Schedules thereto, all of which are incorporated by reference into the Third Party Agreements.

Equipment Lease Agreement

This Equipment Lease Agreement ("Lease Agreement") is being entered into by and between First Data Merchant Services LLC (through its business unit First Data Global Leasing), and the Lessee identified on the signature panel of this Merchant Processing Application ("MPA"). In this Lease Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns.

Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Lease Agreement by initiating debit entries to the bank account designated by Lessee on the MPA (the "Settlement Account"). In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Lease Agreement. Further, Lessee authorizes its financial institution to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor has received written notice from Lessee of its termination in such time and in such manner as to afford Lessor a reasonable opportunity to act. Lessee also authorizes Lessor from time to time to obtain investigative credit reports from a credit bureau or a credit agency concerning Lessee.

1.1. Equipment. We agree to lease to you and you agree to lease from us the equipment identified on the MPA or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Lease Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose. The term Equipment includes the Equipment initially deployed under the Lease Agreement and/or any additions, replacements, substitutions, or additions thereto.

1.2. Effective Date, Term and Interim Rent.

- a) This Lease Agreement becomes effective on the earlier of the date we deliver any piece of Equipment to you (the "Delivery Date") or acceptance by us. This Lease Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.
- b) The term of this Lease Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us (the "Commencement Date"), and continues for the number of months indicated on the MPA. THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED.
- c) You agree to pay an Interim Lease Payment in the amount of one-thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- d) YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

1.3. Site Preparation. You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

1.4. Payment of Amounts Due.

a)

SCHEDULE OF FEES			
Default Fees	Amount	Administrative Fees	Amount
NSF Fee	\$10	Upgrade Fee	\$50
Collection Fee	\$25	Assumption Fee	\$150
Late Fee (10% of Total Due)	min \$5	Lease Copy Fee	\$7
Collection Invoicing Fee	\$7	Equipment Service Program**	\$4.95
Improper Return Fee*	\$100		

- b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of leased Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.
- c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.
- d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.
- e) Whenever any payment is not made by you in full when due, you shall pay us as a late charge, an amount equal to ten percent of the amount due but no less than \$5.00 for each month during which it remains unpaid (prorated for any partial month), but in no event more than the maximum amount permitted by law. You shall also pay to us an administrative charge of \$10.00 for any debit we attempt to make against your bank account that is rejected, but in no event more than the maximum amount permitted by law.
- f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.
- g) * See paragraph 1.5(g) for details regarding this fee.
- h) ** See paragraph 1.5(i) for details regarding this fee.

1.5. Use and Return of Equipment; Insurance.

- a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.
- b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.
- c) You shall not create, incur, assume or allow to exist any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.
- d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.
- e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.
- f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.
- g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA 30066 be done in a manner that can be tracked, and shall have the Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted in the preceding sentence will delay our receipt of the return and possibly result in you being charged \$100. If returned Equipment shows excessive wear and tear or is not in good operating condition (in each case, as determined by us in our reasonable discretion), you will be charged our cost to restore such Equipment to normal or good operating condition, as applicable.
- h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.
- i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft, or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly leases charges hereunder.
- j) You may choose not to insure the Equipment and participate in the Equipment Service Program. The Equipment Service Program provides a replacement of the Equipment for as long as you participate in the Program during the Lease Term. The Equipment Service Program includes (i) free comparable replacement terminal (new or refurbished) in the event of a defect or malfunction (terminal defects or malfunctions caused by acts of

God are not covered by this Program), (ii) free shipping and handling on both the replacement terminal and return of defective terminal, (iii) free overnight shipping and handling on replacement terminal if requested by 3:00 pm ET (Monday - Thursday). If you don't return your damaged equipment, you will be charged the full purchase price of the replacement equipment sent to you. The monthly fee of \$4.95 for the optional Equipment Service Program is a per terminal fee. You can choose to insure the Equipment and terminate your participation in the program at any time by calling our Customer Service department.

1.6. Title to Equipment. The Equipment is, and shall at all times be and remain, our sole and exclusive property, and you shall have no right, title or interest in or to the Equipment except as expressly set forth in this Lease Agreement or otherwise agreed in writing. Except as expressly provided in Section 8, no transference of intellectual property rights is intended by or conferred in this Lease Agreement. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Lease Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Lease Agreement, and you will execute such documentation as we may request to evidence such security interest. If this Lease Agreement is deemed a loan despite the intention of the parties, then in no contingency or event whatsoever shall interest deemed charged hereunder, however such interest may be characterized or computed, exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto.

1.7. Return or Purchase of Equipment at End of Lease Period.

Upon the completion of your Lease Term the Agreement shall continue on a month-to-month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to:

- (a) return the Equipment to us;
- (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten-percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or
- (c) as noted, rent the Equipment on a month-to-month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month-to-month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month-to-month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

1.8. Software License. We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment.

1.9. Limitation on Liability. We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Lease Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Lease Agreement are your sole and exclusive remedies.

1.10. Warranties.

- a) Leased equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the equipment resulting from accident or misuse or any other breach of the Lease Agreement. If the equipment should become defective within the warranty period, First Data Merchant Services LLC will replace it free of charge (except that appropriate shipping charges may apply).
- b) All warranties, express or implied, made to you or any other person are hereby disclaimed, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement.

c) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.

1.11. Indemnification. You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

1.12. Default; Remedies.

- a) If any debit of your Settlement Account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Lease Agreement or any agreement with any of our affiliates or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a processing agreement with us or with an affiliate or joint venture to which we are a party will be treated as a default under this Lease Agreement. Such a default would include a default resulting from early termination of the MPA.
- b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this lease and our future obligations under this Lease Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate and declare immediately due and payable all monthly lease charges for the remainder of the applicable lease period together with the fair market value of the Equipment (as determined by us), not as a penalty but as liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In any case, you shall also be responsible for our costs of collection, court costs, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Lease Agreement by charging your Settlement Account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, in any case without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Lease Agreement by obtaining directly from an affiliate or joint venture to which we are a party and with which you have entered into an MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

1.13. Assignment. You may not assign or transfer this Lease Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Lease Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer of this Lease Agreement. We may assign or transfer this Lease Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

1.14. Lease Guaranty. No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease Agreement or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Lease Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

1.15. Governing Law; Venue; Miscellaneous. This Lease Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). The exclusive venue for any actions or claims arising under or related to this Lease Agreement shall be in the appropriate state of federal court located in Suffolk County, New York. If any part of this Lease Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

1.16. Notices. All notices must be in writing, and shall be given (a) if sent by mail, when received, and (b) if sent by courier, when delivered; if to you at the address appearing on the MPA, and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida 33065. Attn: Lease Department. Customer Service toll free number 1-877-257-2094.

1.17. Entire Agreement. This Lease Agreement constitutes the entire Agreement between the parties with respect to the Equipment, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Lease Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Lease Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Lease Agreement.

I. Services

TeleCheck will provide Company with the services indicated in the TeleCheck Services Application and Agreement (**TeleCheck Application**) which may include: (i) coded information that it may use when deciding whether to accept a check or electronic funds transfer item (each an **Item**, and together, **Items**) when provided by its consumers as payment, (ii) settlement processing services and (iii) warranty or verification services; all as described in this Agreement (together, **Services**). TeleCheck will be Company's exclusive provider of the Services during the Term (defined below) of this Agreement. Company agrees to the terms of this Agreement by signing the TeleCheck Application; clicking "Accept" or "Install" when presented via an App (as applicable and described below); or using any of the Services. Company acknowledges that the Specialty Items (Settlement Only) service does include receiving coded information, warranty or verification services.

1.1. Delivery by Application. If the TeleCheck Services are provided through TeleCheck's check acceptance application (**App**) that resides on a Clover® point of sale device (a **Device**), Company agrees that this Agreement will govern Company's access to and use of TeleCheck's Services on such App. Company's use of its Device is subject to its agreement with the supplier of the Device (and not TeleCheck), and this Agreement does not alter Company's agreement with its Device supplier. Company will comply with the terms of its agreement with the Device supplier; and warrants that it is authorized to install and use TeleCheck's App on the Device.

1.2. Submitting Items. Company will designate the types of Items it accepts and that it will submit to TeleCheck for processing under this Agreement as indicated on the TeleCheck Application. Company must submit the Item to TeleCheck through the appropriate service. For example, checks presented in person by consumers at Company's point of sale can only be submitted through the In-Person Warranty (or Verification) service, checks sent through the mail to Company can only be submitted through the By Mail/Drop Box service. Company will submit all of its designated Items to TeleCheck for processing under this Agreement. Except for Items processed through the By Mail/Drop Box service, TeleCheck will analyze each Item that Company submits for processing and, in its discretion, provide Company with an approval or decline code with respect to each Item. TeleCheck will give Company operating guidelines and specifications, as applicable, to assist Company with properly accepting and submitting its Items for processing (operating guidelines and specifications may be provided to Company electronically or made available via the Internet).

1.3. Information Warranty. If Company has selected a warranty service in the TeleCheck Application, TeleCheck warrants the accuracy of the information given in its approval code (the **Information Warranty**) when an Item meets the warranty requirements described below. Items that satisfy TeleCheck's Information Warranty and meet the corresponding warranty requirements are **Eligible Items**. TeleCheck will purchase Eligible Items that are subsequently dishonored, returned, reversed, or otherwise not paid by a consumer's financial institution (these Items are **Return Items**). Company's sole remedy for a breach of TeleCheck's Information Warranty is the right to require TeleCheck to purchase an Eligible Item that became a Return Item. TeleCheck's liability to Company for breach of its Information Warranty will not exceed the lesser of: (a) the amount of the Eligible Item, or (b) the Warranty Maximum set forth in the TeleCheck Service Application and Agreement. Company may accept Items that do not receive an approval code or that do not meet the warranty requirements (these Items are **Ineligible Items**); however, Ineligible Items are not covered under TeleCheck's Information Warranty and TeleCheck will not purchase them.

1.4. Warranty Requirements. Company represents and warrants that each Item it submits to TeleCheck for processing and coverage under the Information Warranty meets the following requirements:

A. General Requirements. The following apply to all Items unless otherwise specified:

- (1) the Item was submitted to TeleCheck for processing according to TeleCheck's operating guidelines and specifications, and Company obtained a single approval code for it;
- (2) the Item is drawn on the consumer's deposit account at a United States or Canadian financial institution (for example, and without limitation, money orders, cashier's checks, travelers checks, insurance checks, credit card checks, or non-first party Items are Ineligible Items);
- (3) the Item, or a clear image of the Item (if submitted using a mobile or other optical imaging device), shows the consumer's name, address, check number, and routing and account numbers in the MICR line (not applicable if the payment is online or over the phone);
- (4) the Item is a properly completed first party Item that is dated, payable to Company, made out for the amount due to Company for its goods or services, and signed by the consumer (not applicable if the payment is online or over the phone);
- (5) the consumer authorized debiting its account by electronic funds transfer or remotely created check for the amount of the Item (an **Authorization**) in accordance with TeleCheck's operating guidelines and specifications and the rules of the National Automated Clearinghouse Association (**NACHA Rules**), as applicable, for the services utilized;

- (6) the Item represents the consumer's payment obligation to Company for its goods or services, and has not been used in another transaction;
- (7) the amount of the Item (a) is for the price of Company's goods or services, (b) matches the amount submitted to TeleCheck for processing, and (c) does not exceed the Warranty Maximum;
- (8) the Item was not submitted as a split sale or in other ways to avoid these warranty requirements or the Warranty Maximum;
- (9) the Item is not for credit, cash, or payment on an account, debt, or Item already due to Company;
- (10) the Item does not pre-date or post-date the date of the transaction and corresponding inquiry to TeleCheck by more than 1 calendar day;
- (11) the transaction and corresponding Item are not subject to any stop payment, dispute or setoff right;
- (12) Company is not aware of anything that invalidates the Item, prevents its collection, or relieves the consumer from liability for it; and
- (13) Company provided the notices required by applicable Law (defined in **Section 21.1** below), authorizing TeleCheck to process the Item as an electronic funds transfer or remotely created check and imposing (and authorizing such processing of) a fee for Return Items.

B. Requirements For In Person Payments: If a consumer presents a paper check in-person at Company's point of purchase location, in addition to those in **Section 1.4 A.** above the following requirements apply and must be followed in accordance with TeleCheck's operating guidelines and specifications: (a) the consumer signed an authorization to debit consumer's account and consumer's signature on the authorization reasonably matches the name imprinted on the Item; (b) the authorization must be clearly and conspicuously posted and a copy of the authorization must be provided to the consumer and (c) the Item must be voided and returned to the consumer after submission to TeleCheck for processing. If such in-person payment is approved as a paper check that cannot be settled as an electronic funds transfer, the additional requirements in **Section 1.4 F** below apply.

C. Requirements For Online Payments: If a consumer makes an online payment, the following requirements apply in addition to those in **Section 1.4 A** above: (a) the consumer electronically authorized the transaction in accordance with TeleCheck operating guidelines and specifications and (b) the payment website site authenticates the consumer's identity and uses appropriate site security and internet session security standards in accordance with the NACHA Rules.

D. Requirements For Phone Payments: If the consumer makes payment over the phone, the following requirements apply in addition to those in **Section 1.4 A.** above: (a) the consumer provided a telephonic authorization in accordance with TeleCheck operating guidelines and specifications; (b) the payment is not the result of Company initiating an unsolicited telephone call to consumer with which Company had no prior relationship; and (c) Company directly tape recorded the verbal telephonic authorization from consumer or, alternatively, Company sent the required written confirmation notice of the oral authorization to the consumer.

E. Requirements for Mail/Drop Box Checks: If the consumer provides a paper check which was mailed in or submitted in a drop box to Company, the requirements in **Section 1.4 A** above apply except (a) the check must be for payment that is not more than 60 days past due; (b) the check must not be post-dated or dated earlier than 20 days from the date of inquiry to TeleCheck; and (d) Company must securely store the check for at least 60 days following the corresponding payment transaction at which time it must be destroyed. Additionally, the consumer must not have notified Company that the check was not to be converted into an electronic funds transfer. If such mail/drop box check is approved as a paper check that cannot be settled as an electronic funds transfer, the additional requirements in **Section 1.4 F** below apply.

F. Requirements for Mobile Checks or any Checks Approved as Paper Only. If TeleCheck approves an Item as a paper check that could not be settled as an electronic funds transfer (i.e. check is to be deposited by Company) or the check is submitted to TeleCheck as an image through a mobile device (either, a **Paper Settlement Item**), the following requirements apply in addition to those in **Section 1.4 A** above: (a) the check must include the consumer's name (imprinted by the manufacturer), physical address (imprinted by the manufacturer or written on the check according to TeleCheck's operating guidelines – P.O. Boxes will not be accepted), phone number (with area code), identification type and number (imprinted or written on check), Company's TeleCheck Subscriber Number and TeleCheck's approval code; (b) the consumer's signature must reasonably match the name imprinted on the check and (c) Company must send Paper Settlement Items that were presented in-person at Company's point of purchase and that become Return Items directly from its financial institution to TeleCheck within 30 days of the date on the check. If the Paper Settlement Item was mailed in or submitted in a drop box by the consumer to Company, or if the Item was presented by the consumer to Company and submitted through a mobile device by Company to TeleCheck, and subsequent to the transaction TeleCheck instructs Company to deposit the check (due to image quality issues

(a **Redeposit Check Item**), Company must deposit the Redeposit Check Item within 2 days of TeleCheck's instruction to do so and TeleCheck must receive it for purchase within 45 days of the date on the check. Paper Settlement Items and Redeposit Check Items may only be presented once for payment (TeleCheck will not accept Paper Settlement Items or Redeposit Check Items that Company or its financial institution presented for payment more than once). In addition, Company must securely store the physical check for at least 60 days following the corresponding payment transaction.

1.5. Electronic Images. If the Item is submitted to TeleCheck by Company as an image using a mobile device or other image reader, the ability to settle imaged Eligible Items to the banking system depends on (a) the quality of the image and (b) the banking system's ability to accept the image for settlement processing. Company will use a third party provider to capture images of Items using a mobile device (this third party, an **Image Vendor**) and submit those images to TeleCheck. Company acknowledges that its Image Vendor will require some of Company's account information (including, without limitation, merchant account number, contact name, email address and device identifier) to submit Item images to TeleCheck; and authorizes TeleCheck to provide the Image Vendor with the information necessary to allow it to submit Item images to TeleCheck on behalf of Company. TeleCheck is not responsible for the image quality of Items submitted through Company's Image Vendor, or submission of the images by Company's Image Vendor to TeleCheck. Company will destroy the physical checks that were submitted as electronic images after storing them securely for at least 60 days.

1.6. Authorization. Company will maintain a copy of each consumer's Authorization for the longer of: (a) 2 years, or (b) the period of time required by the NACHA Rules. Company will provide TeleCheck with legible copies of Authorizations within 7 days of TeleCheck's request for them.

1.7. Assignment of Items. Company assigns all if its right, title, and interest in each Eligible Item that it submits to TeleCheck for warranty coverage when the Item becomes a Return Item. Company will reasonably aid TeleCheck in its enforcement of the rights associated with an assigned Eligible Item.

1.8. Processing Notices; Return Item Fees. Company will post, and provide consumers with, notices at the point of sale that are required to process Items using the Services and to collect fees on Return Items. Company will assess the highest fee amount allowed by applicable Laws on all Return Items, which TeleCheck may collect and retain from consumers.

1.9. "Goodwill" of an Ineligible Item. TeleCheck may elect to provide warranty coverage for an Ineligible Item that Company submits for processing. Providing warranty coverage for an Ineligible Item will not constitute a course of dealing, waiver of rights, or prevent TeleCheck from rejecting warranty coverage for any other Ineligible Items.

1.10. Updating Information. Company will promptly notify TeleCheck if (a) a consumer makes any payment to Company or returns any goods in connection with a Return Item that is subject to warranty coverage, or (b) Company cancels any services paid for by an Item that is subject to warranty coverage; both representing a full or partial satisfaction of the Return Item. Company's notice of payment or cancellation of services will identify the consumer.

1.11. Chargeback. TeleCheck may chargeback any Eligible Item that it purchased from Company for coverage under the Information Warranty if:

- (1) the consumer returned the goods or services (in whole or in part) that were paid for with the Item;
- (2) Company has not delivered the goods or services that were paid for using the Item;
- (3) the Item is subject to any stop payment, dispute, or setoff;
- (4) the consumer makes full or partial payment to Company for the Item, or provides any form of security to ensure its payment;
- (5) the goods or services were initially delivered on credit or under a lease;
- (6) the purchase transaction, the payment represented by the Item, or transferring the Item to TeleCheck (by assignment or otherwise) is void or invalid for any reason other than the consumer's bankruptcy;
- (7) Company breaches the applicable warranty requirements for Eligible Items;
- (8) Company submits multiple Items or duplicate Items related to the same transaction for processing (e.g., deposits a paper Item previously submitted for processing as an electronic Item without TeleCheck's direction to do so);
- (9) Company does not submit its Items to TeleCheck for processing within 1 calendar day of the transaction date (for batch processing, Items must be submitted to TeleCheck for processing within 7 calendar days of the transaction date);
- (10) the consumer disputes authorizing the Item, its validity, or the amount debited for it (except in the case of third party fraud committed with a consumer's check);
- (11) the consumer's Authorization is incomplete or invalid;
- (12) Company fails to provide TeleCheck with a legible copy of an Authorization within 7 days of a request for it; or
- (13) Company breaches this Agreement, alters an Item or approval code, or submits an Item with Knowledge it is likely to become a Return Item. **Knowledge** means facts or

circumstances which, if known, would cause a merchant, using commercially reasonable judgment, to independently refuse to accept an Item (including, without limitation, splitting single transactions into smaller components or resubmitting Items that were previously denied).

Company will immediately notify TeleCheck if it has Knowledge that any of the above circumstances occur. Company will continue to be responsible for its chargebacks after termination of this Agreement. TeleCheck may chargeback any amounts that exceed the Warranty Maximum for an Eligible Item.

2. Non-Warranty Services

2.1. If any of the verification services or the Specialty Items (Settlement Only) services are selected by Company in the TeleCheck Application (**Non-Warranty Services**), TeleCheck will have no liability for any Item that is processed using the Non-Warranty Services that is subsequently returned, dishonored, reversed or otherwise unpaid, and does not warranty the checks processed using the Non-Warranty Services. There will be no payment to Company for any loss from transactions processed through the Non-Warranty Services. Company assumes all risks that Items accepted by Company may result in Return Items. Company will be fully responsible and liable to TeleCheck for all Return Items, regardless of the reason or timing. TeleCheck will deduct or offset all Return Items against any amounts to be paid to Company for Items to settled under this Agreement or, alternatively, TeleCheck may initiate debits to Company's Settlement Account (defined in Section 3.1 below) for all such Return Items.

2.2. Representations and Warranties. Company represents and warrants that each Item submitted under any of the Non-Warranty Services complies with the following, (a) the Item was submitted to TeleCheck in accordance with the TeleCheck's operating guidelines and specifications, (b) the consumer authorized debiting its account by electronic funds transfer or remotely created check for the amount of the Item in accordance with in accordance with the TeleCheck's operating guidelines and specifications and NACHA Rules including, without limitation, providing any necessary notices to consumer (not applicable to the Specialty Items (Settlement Only) services) and (c) the requirements in **Sections 1.4. B., C. and D** (as applicable to the type of Item presented) have been complied with.

3. Settlement

3.1. Company will identify one or more bank accounts held in its name (each, a **Settlement Account**) that TeleCheck will use in connection with the Services. Company authorizes TeleCheck to (a) initiate credits to the Settlement Account for proceeds that correspond to Company's transactions; (b) initiate debits to the Settlement Account for any amounts that may be owed or are required to be paid under this Agreement; (c) initiate the transaction to a consumer's deposit account on Company's behalf for Items that are owed to it; and (d) initiate adjustments related to the foregoing (including, without limitation, adjustments for chargebacks or partial adjustments). TeleCheck may initiate any transfer by Automated Clearing House (**ACH**) entry.

3.2. TeleCheck reserves the right to decline processing any Item. TeleCheck will initiate a funds transfer for Company's transactions that were processed under this Agreement; less any amounts due from Company for fees, refunds, adjustments or its other obligations. TeleCheck will typically credit Company's settlement funds to its Settlement Account within 2 banking days once the transactions are finally submitted to TeleCheck for settlement processing.

3.3. TeleCheck may recover amounts associated with any adjustments for an Item that are made to the Settlement Account at Company's request or due to its error. TeleCheck may also recover amounts associated with any fees that a consumer paid to its financial institution because of these adjustments.

3.4. Company must promptly notify TeleCheck if it fails to receive any settlement funds or if there are any changes to the Settlement Account. Transfer of settlement funds may be delayed or misdirected if Company provides inaccurate information about, or fails to notify TeleCheck of changes to, the Settlement Account. TeleCheck is not responsible for settlement errors that arise if Company provides inaccurate information about, or fails to notify TeleCheck of changes to, the Settlement Account.

4. Financial Information

Company will promptly provide any financial or other information reasonably requested by TeleCheck to perform credit risk, security, qualification, and other reviews related to providing the Services, transactions submitted, fulfillment of obligations to TeleCheck, or the financial condition of Company. Company authorizes TeleCheck to obtain information from third parties when performing credit risk, security, qualification, and other reviews.

5. Notice of Material Changes

Company will provide TeleCheck with reasonable advance notice of any material change in the nature of Company's business (including, without limitation, any change to Company's operations that would materially affect its products sold, services provided, or the procedures it follows for payments acceptance). The failure to provide TeleCheck with this notice constitutes a material breach of this Agreement.

6. Company's Payment Obligations

Fees. Company will pay TeleCheck for: (a) all fees and charges for the Services that are set forth in the TeleCheck Service Application and Agreement; (b) all Items that are charged back; (c) all adjustments required in connection with Company's transactions; and (d) all costs, liabilities, or other obligations imposed on TeleCheck by third parties as a result of transactions submitted by Company, its actions, or inactions.

6.1. Other Fees. Company will also pay TeleCheck for the following fees and charges for the Services (as applicable): (a) **Customer Requested Operator Call Fee** (also called **CROC** or **Voice Authorization Fee**), which is an additional \$2.50 fee per operator or Interactive Voice Response (IVR)-assisted call that Company initiates, but TeleCheck does not request; (b) **December Risk Surcharge**, which is an additional percentage charge added to the Inquiry Rate for each authorization inquiry in the month of December; (c) **Funding Report Fee**, which is a \$10.00 monthly fee to receive daily funding or weekly funding reports (the Funding Report Fee does not apply if TeleCheck provides the funding report monthly); (d) **Inquiry Rate**, which is the percentage rate that applies to the face amount of each Item (up to the Warranty Maximum) that Company submits to TeleCheck for authorization (whether or not TeleCheck issues an approval code for the Item); (e) **Monthly Minimum Fee**, which is the minimum aggregate amount of the Inquiry Rate fees that Company must pay on a monthly basis (if the total Inquiry Rate fees for Company's Items submitted during any month is less than the Monthly Minimum Fee, then the Monthly Minimum Fee will apply); (f) **Monthly Processing Fee** is a monthly fee for handling Company's account; (g) **Special Handling Fee**, which is a \$5.00 fee applied when the following occur: (1) a chargeback of an Eligible Item, (2) an Item processed for payment must be corrected due to Subscriber's error or at Subscriber's request, or (3) TeleCheck elects (in its discretion) to process an Item that fails to meet the applicable warranty requirements, or that is a Return Item, as a "Goodwill" Item; (h) **Transaction Fee**, which is the additional per transaction charge for each Item that Company submits to TeleCheck for authorization or processing (whether or not TeleCheck issues an approval code for the Item); and (i) **Unauthorized Return Fee** is a fee applicable to any Item that is dishonored, returned, reversed, or otherwise not paid by the Consumer's financial institution for the reason that such Item is unauthorized by the Consumer.

6.2. Early Termination Fee. TeleCheck will suffer substantial injury, for which it would be difficult to determine damages, if Company breaches this Agreement or terminates it early in violation of the Agreement's terms. TeleCheck may recover damages equal to 90% of the aggregate Monthly Minimum Fees and Monthly Processing Fees that are payable for the unexpired portion of the then-current Term as an accurate reflection of these damages and realistic pre-estimate of TeleCheck's losses caused by an early termination of this Agreement.

7. Reserve

7.1. TeleCheck may require Company to fund a cash reserve (**Reserve**) in an amount that reflects TeleCheck's assessment of risk, as it may determine in its discretion from time-to-time. The Reserve is a payment obligation of TeleCheck, established by holding back transaction proceeds or debiting the Settlement Account in order to potentially offset any obligations that Company may have to TeleCheck. The Reserve is not a segregated fund that Company may claim to own. TeleCheck is obligated to pay to Company any amounts remaining from the Reserve after all other then-current and contingent liabilities or obligations related to Company's payment transactions have expired.

7.2. The obligations due to Company from the Reserve will not accrue interest unless required by applicable Laws.

7.3. TeleCheck will notify Company if a Reserve is established (including its amount) or if the amount of the Reserve is modified.

7.4. TeleCheck may set off any obligations that Company owes to TeleCheck from the Reserve.

7.5. Although Company acknowledges that the Reserve is a general obligation of TeleCheck, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of Company that is held by TeleCheck, Company grants and acknowledges that TeleCheck have a security interest in the Reserve and, at TeleCheck request, will provide documentation to reflect this security interest.

All funds that TeleCheck owes to Company under this Agreement are subject to Company's payment obligations under this Agreement. TeleCheck may setoff or recoup amounts Company owes to TeleCheck against any funds that TeleCheck owes to Company.

9. Statements, Reporting

TeleCheck will provide Company with statements or electronic reporting (together, **Statements**) reflecting the fees, settlement amounts, and other information related to the Services. Company must review the Statements and inform TeleCheck of any errors within 60 days following the date that the error was, or should have been, reported; provided, Company must report settlement or funding errors to TeleCheck within 30 days (reporting errors will enable TeleCheck to recover amounts or prevent them from continuing). TeleCheck will have no obligation to provide refunds for errors that Company reports more than 60 days or 30 days (as applicable) after the errors were, or should have been, reported.

Company and TeleCheck will work together to resolve issues or disputes that arise in connection with the Statements, or the funds credited or debited to the Settlement Account.

10. Term

This Agreement begins on the earlier of the dates when Company signs its TeleCheck Services Application and Agreement, submits its first Item for processing under this Agreement, or when Company downloads the App (this date, the **Effective Date**). The length of this Agreement's initial term is designated in the TeleCheck Services Application and Agreement (**Initial Term**). This Agreement will automatically renew for successive one-year periods (each, a **Renewal Term**), unless TeleCheck or Company provides the other with at least 30 days' written notice of non-renewal at the end of the Initial Term. The Initial Term together with any Renewal Term(s) is the Term of this Agreement.

11. Termination; Modification; Suspension

11.1. General Termination. Either Company or TeleCheck may terminate this Agreement by giving 30 days' advance notice if the other materially breaches this Agreement and fails to remedy the breach within 30 days of receiving notice of it. TeleCheck may terminate this Agreement upon written notice to Company for any reason (with or without cause) during its Term. If the Services are delivered through TeleCheck's App, Company may terminate this Agreement for any reason (with or without cause) during its Term by uninstalling the App.

11.2. Modification. TeleCheck may modify this Agreement's terms (including, without limitation, its fees) upon 30 days' notice to Company, during which notice period Company may terminate this Agreement by providing written notice of termination to TeleCheck. Company's continued use of the Services after the 30 day period contained in a notice of modification from TeleCheck will constitute Company's acceptance of the new terms.

11.3. Suspension. TeleCheck may suspend its Services or settlement of any funds under this Agreement if it determines that questionable activity occurs with respect to Company's payment transactions (including, without limitation, if there are excessive Return Items associated with Company's Items, Company breaches the NACHA Rules, or if required by applicable laws. TeleCheck may also suspend or terminate its Services if requested by its Originating Financial Depository Institution.

12. Confidential Information

12.1. Confidentiality. Neither party will disclose non-public information about the other party's business (including, without limitation, the terms of this Agreement, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) (together, **Confidential Information**). Confidential Information does not include information that: (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is independently developed without reliance on the discloser's Confidential Information; or (4) is received from a third party that is not obligated to keep it confidential. Each party will implement and maintain reasonable safeguards to protect the other party's Confidential Information.

12.2. Disclosure. The recipient may disclose the other party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors or vendors) that need to know it in connection with the recipient's performance under this Agreement, and are bound by confidentiality obligations materially similar to those required under this Agreement; and (2) in response to a subpoena, court order, or as required under applicable Laws or NACHA Rules.

13. Data Use; Security.

13.1. Data Use. TeleCheck owns all right, title and interest in the data it obtains from providing the Services to Company.

13.2. Data Security. Company will implement commercially reasonable practices, including administrative, physical and technical safeguards, that are designed to: (a) maintain the security and confidentiality of Consumer Information, (b) protect against reasonably anticipated threats to the security or integrity of Consumer Information, and (c) protect against unauthorized access to or use of Consumer Information that could result in substantial harm or inconvenience to the consumer. **Consumer Information** is customer information Company receives in connection with any transaction contemplated by this Agreement.

14. License to Marks

TeleCheck grants Company a limited, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use the trademarks, service marks and logos (together, **Marks**) that TeleCheck provides to Company during the Term of this Agreement. Company (a) may use the Marks only in the United States; (b) may use the Marks only in connection with its use of the Services; (c) will follow the branding guidelines that TeleCheck provides or makes available from time-to-time; and (d) will not use materials containing the Marks without TeleCheck's prior written permission. Company will not otherwise distribute, lease, sublicense, sell, modify, copy or create derivative works from the Marks. TeleCheck reserves to itself all right, title, interest or license (express or implied) to the Marks that are not specifically granted to Company under this Agreement; and may suspend or terminate this license upon written notice to Company.

15. Indemnification

Company will indemnify, defend, and hold TeleCheck harmless for all losses, damages, costs, or expenses (including reasonable attorney's fees) claimed against it by third parties, which arise from Company's gross negligence, willful misconduct, or breach under this Agreement.

16. Exclusion of Damages

Neither party will be liable to the other for lost profits, revenues or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether any are direct or indirect); regardless of whether these damages were foreseeable or either party was advised they were possible.

17. Limitation of Liability

TeleCheck' aggregate liability to Company for losses arising from any cause (regardless of the form of action or legal theory) in connection with this Agreement will be limited to \$75,000.00

18. Notices

Written notices (other than normal operations) required under this Agreement will be sent by certified mail or national courier (with tracking and delivery confirmation). TeleCheck may also provide written notices required under this Agreement by regular mail. Notices will be effective upon receipt. Notices to Company will be sent to the address it provides on the TeleCheck Service Application and Agreement. Notices to TeleCheck will be sent to: TeleCheck Services, Inc., Attn: TeleCheck Merchant Services, Mail Stop A-12, 7301 Pacific Street, Omaha, NE 68114; with copies to TeleCheck Services, Inc., Attn: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065 and legalpapers@firstdata.com

19. Third Party Beneficiaries

There are no third party beneficiaries to this Agreement other than TeleCheck' subsidiaries and affiliates involved in providing the Services to Company. Each party is responsible for the performance of any third parties it uses in connection with the Services, and their compliance with the terms of this Agreement. TeleCheck is not responsible or liable to Company for any errors or breaches of this Agreement that occur because of Company's third party providers (e.g., without limitation, issues that arise from ACH network participants, or if Company uses third party providers or applications to capture electronic images of Items to submit to TeleCheck). TeleCheck may audit Company's compliance with this Agreement upon reasonable notice, during normal business hours, and at TeleCheck's expense; and as required by the NACHA Rules. TeleCheck's Originating Depository Financial Institution may also audit Company's compliance with this Agreement and the NACHA Rules.

20. Waivers

A party's delay or failure to exercise any of its rights under this Agreement will not be a waiver of those rights.

21. Compliance with Law, Choice of Law, Waiver of Jury Trial

21.1. Compliance with Law. The parties will comply with all laws, regulations, and rules (including ACH's network rules, requirements, and standards; the **NACHA Rules**) (together **Laws**) that are applicable to their respective performance obligations under this Agreement. Company acknowledges that it is the Originator under the NACHA Rules with respect to its transactions and agrees to comply with its obligations as an Originator. Company certifies that it has a legitimate business need for the information that TeleCheck provides through its Services, will use the information in connection with submitting payment transactions to TeleCheck for processing and for no other purpose, and will use the information only for permissible purposes under the Fair Credit Reporting Act (Company will not use TeleCheck's information for employment related purposes).

21.2. Choice of Law; Waiver of Jury Trial. This Agreement will be governed by New York law (without regard to its choice of law provisions). The courts of New York, New York will be the proper venue for legal proceedings brought in connection with this Agreement. **TeleCheck and Company each waive their right to a jury trial for claims arising in connection with this Agreement.**

22. Entire Agreement, Amendment, Counterparts

The defined term Agreement includes its schedules, addenda, and any amendments (capitalized terms used in the schedules, addenda, or amendments without definition will have the meanings given to them in this Agreement). This Agreement is the entire agreement between the parties and replaces any prior agreements or understandings (written or oral) with respect to its subject matter. Except as set forth in Section 11.2, modifications to this Agreement must be in writing, executed by the parties. This Agreement and any amendments may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Electronic and other copies of the executed Agreement are valid.

23. Assignment

Company may not assign this Agreement without TeleCheck's written consent. TeleCheck may assign this Agreement upon notice to Company. This Agreement will be enforceable against a party's permitted successors or assigns. This Agreement may not be continued, assumed, or assigned in the event of a bankruptcy or other insolvency event without consent from the non-bankrupt or insolvent parties.

A.1. Electronic Funding Authorization

All payments to Client shall be through the Automated Clearing House ("ACH") and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of Client's Card sales pursuant to the Agreement. Client agrees that any Settlement Account designated pursuant to the preceding sentence will be an account primarily used for business purposes. Neither *Wells Fargo Bank, N.A.* nor First Data Merchant Services LLC can guarantee the time frame in which payment may be credited by Client's financial institution where the Settlement Account is maintained.

Client hereby authorizes *Wells Fargo Bank, N.A.* and its authorized representative, including First Data Merchant Services LLC, to access information from the Settlement Account and to initiate credit and/or debit entries by bankwire or ACH transfer and to authorize your financial institution to block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account and to authorize your financial institution to provide such access and to credit and/or debit or to block the same to such account. This authorization is without respect to the source of any funds in the Settlement Account, is irrevocable and coupled with an interest. This authority extends to any equipment rental or purchase agreements which may exist with Client as well as to any fees, fines and assessments and Chargeback amounts of whatever kind or nature due to First Data Merchant Services LLC or *Wells Fargo Bank, N.A.* under terms of this Agreement whether arising during or after termination of the Agreement. This authority is to remain in full force and effect at all times unless and until First Data Merchant Services LLC and *Wells Fargo Bank, N.A.* have consented to its termination at such time and in such a manner as to afford them a reasonable opportunity to act on it. In addition, Client shall be charged twenty-five dollars (\$25.00) for each ACH which cannot be processed, and all subsequent funding may be suspended until Client either (i) notifies First Data Merchant Services LLC that ACH's can be processed or (ii) a new electronic funding agreement is signed by Client. Client's Settlement Account must be able to process or accept electronic transfers via ACH.

A.2. Funding Acknowledgement

Automated Clearing House (ACH). Your funds for MasterCard, Visa, Discover Network, PayPal and American Express transactions will ordinarily be processed and transferred to your financial institution within two (2) Business Days from the time a batch is received by Processor if your financial institution is the Bank. If your financial institution is not the Bank, your MasterCard, Visa, Discover Network, PayPal and American Express transactions will ordinarily be processed via the Federal Reserve within two (2) Business Days from the time a batch is received by Processor. The Federal Reserve will transfer such amounts to your financial institution.

A.3. Additional Fees and Early Termination

If Client's MasterCard, Visa, Discover Network, PayPal and American Express transaction(s) fail to qualify for the discount level contemplated in the rates set forth in the Application, Client will be billed the fee indicated in the Mid-Qualified Discount field or Non-Qualified Discount field. If you are utilizing the Enhanced Billback Discount option, the Client will be charged the Enhanced Billback Rate on the volume of said transaction that failed to qualify, in addition to the difference between the MasterCard/Visa/Discover Network/PayPal and American Express Qualified Rate agreed to on the Service Fee Schedule and the actual interchange rate assessed to the downgraded transaction.

- a. Any increases or decreases in the interchange and/or assessment portion of the fees;
- b. The appropriate interchange level as is consistent with the qualifying criteria of each transaction submitted by Client;
- c. Increases in any applicable sales or telecommunications charges or taxes levied by any state, federal or local authority related to the delivery of the services provided by First Data Merchant Services LLC when such costs are included in the Service or other fixed fees.

The discount fees shown on the Service Fee Schedule shall be calculated based on the gross sales volume of all Visa, MasterCard/Discover/PayPal and American Express volume.

A Monthly Minimum Processing Fee will be assessed immediately after the date Client's Application is approved. (Refer to Service Fee Schedule, if applicable.)

In addition to the PIN Debit Card transaction fees set forth on the Application, Client shall be responsible for the amount of any fees imposed upon a transaction by the applicable debit network.

The parties further agree and acknowledge that, in addition to any remedies contained herein or otherwise available under applicable law and, if (a) Client breaches this Agreement by improperly terminating it prior to the expiration of the initial term of the Agreement, or (b) this Agreement is terminated prior to the expiration of the initial term of the Agreement due to an Event of Default, then Servicers will suffer a substantial injury that is difficult or impossible to accurately estimate. Accordingly, the parties have agreed that the amount described below is a reasonable pre-estimate of Servicers' probable loss.

In the event that Client terminates this Agreement within three (3) years from the date of approval by First Data Merchant Services LLC and Wells Fargo Bank, N.A. or this Agreement is terminated by Servicers within 3 years from the date of approval due to an Event of Default, Client will be charged a fee for such early termination, if so indicated on the Application on the Service Fee Schedule.

Client's obligation with respect to the Monthly Minimum Processing Fee will end simultaneously with First Data Merchant Services' receipt of Termination Fee.

A.4. 6050W of the Internal Revenue Code

Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities and third party settlement organizations are required to file an information return for each calendar year reporting all payment card transactions and third party network transactions with payees occurring in that calendar year. Accordingly, you will receive a Form 1099-K reporting your gross transaction amounts for each calendar year. Your gross transaction amount refers to the gross dollar amount of the card transactions processed through your merchant account with us. In addition, amounts reportable under Section 6050W are subject to backup withholding requirements. Payors will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the payor, or (b) if the IRS notifies the payor that the TIN (when matched with the name) provided by the payee is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

A.5. Addresses For Notices

PROCESSOR:
First Data Merchant Services LLC:
 4000 Coral Ridge Drive,
 Coral Springs, FL 33065
 Attn: Merchant Services

Important Phone Numbers:
(see also Sections 9 and 16)
 Customer Service
 1-800-858-1166

BANK:
Wells Fargo Bank N.A.:
 P.O. Box 6079
 Concord, CA 94524
 1-844-284-6834

Amendment to Merchant Processing Agreement

1 Your Business Information

Merchant Identification #(s) NA

Your Legal Name: Charles Powell

First/Last Contact Name: Charles Powell

Title: Mayor- City of Casper

Business Phone: (307) 235-8236

2 What this Amendment Does

2.1 This Amendment amends the Program Terms and Conditions (the **Program Guide**) to your merchant processing agreement by:

(1) Adding the following Section 28.8 to the end of Section 28 (Confidentiality):

28.8 We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records.

(2) Deleting the first sentence of Section 29.1 and replacing it with the following:

29.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us.

(3) Deleting the last paragraph of Section 29.3 and replacing it with the following:

Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent.

Amendment to Merchant Processing Agreement

- (4) Deleting Section 31.4.1 and replacing it with the following:

31.4.1 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services (including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

- (5) Deleting Section 31.4.3 in its entirety;

- (6) Deleting the phrase "agree to indemnify and hold us and the Card Organizations harmless from and against" from Section 33.1 and replacing it with the phrase "are fully responsible for";

- (7) Deleting Sections 45.1 and 45.2 and replacing those Sections with the following:

45.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions).

45.2 Venue. The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

- (8) Deleting Section 45.3 in its entirety.

- 2.2 Nothing in this Amendment or the Program Guide will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

3 Effective Date

This Amendment becomes effective as of the effective date of your merchant processing agreement.

Amendment to Merchant Processing Agreement

4 Amendment Approval

By signing below, you acknowledge that:

- You have read and understand this Amendment;
- You agree to comply with this Amendment; and
- You understand that if you sign this Amendment using an electronic signature process, the resulting signature has the same legal effect as if you had signed it by hand.

The individual signing below represents that s/he is authorized to sign this Amendment on behalf of the entity identified in Section 1.

Merchant
By: _____
Signature
Name: Charles Powell
Print or Type
Title: Mayor - City of Casper
Date: 8/6/19

CardConnect, LLC
By: _____
Signature
Name: _____
Print or Type
Title: _____

RESOLUTION NO. 19-169

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH VALLI INFORMATION SYSTEMS, AN ACCOMPANYING AMENDMENT TO MERCHANT PROCESSING AGREEMENT, AND THE MERCHANT APPLICATION AND AGREEMENT FOR MERCHANT CREDIT CARD PROCESSING SERVICES.

WHEREAS, the Casper of City desires to contract with BDS and Drive Payments to be the merchant credit card processor for all utility and non-utility customer credit card payments, excluding credit card payments received through the Casper Event Center and the Casper Recreation Center; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Valli Information Systems for merchant credit card processing of City of Casper credit card payments, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized to and directed to execute the Exhibit A, the Merchant Services Program Terms and Conditions.


BE IT FURTHER RESOLVED: That the Mayor is hereby authorized to and directed to execute the Amendment to Merchant Processing Agreement, (Exhibit A).

BE IT FURTHER RESOLVED: That the City Manager, or his designee, is hereby authorized to and directed to execute the Merchant Application and Agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 9, 2019

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk FT
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Acknowledge a Name Change for Restaurant Liquor License No. 31 from Himalayan Indian Cuisine, LLC to Himalayan Cuisine, LLC, located at 232 East 2nd Street.

Meeting Type & Date

Regular Council Meeting
August 6, 2019

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, acknowledge a name change for Restaurant Liquor License No. 31 from Himalayan Indian Cuisine, LLC, to Himalayan Cuisine, LLC, located at 232 East 2nd Street.

Summary

The City of Casper received a notice of a name change for Restaurant Liquor License No. 31 from Himalayan Indian Cuisine, LLC, to Himalayan Cuisine, LLC, located at 232 East 2nd Street. The location of this restaurant and the members of the LLC will remain the same. The name change became effective on July 1, 2019. The Wyoming State Liquor Division has been notified of this change.

Financial Considerations

None

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Email from owner of Himalayan Cuisine, LLC

Carla Mills-Laatsch

From: himalayanindian cuisine <himalayancasper@gmail.com>
Sent: Thursday, June 20, 2019 1:15 PM
To: Carla Mills-Laatsch
Subject: Updating LLC on Liquor License

Hello Carla
Good afternoon

My name is Nima Sherpa, Owner of Himalayan Indian cuisine LLC . Resturent Himalayan Indian Cuisine.
I Like to update my LLC on Liquor License from Himalayan Indian cuisine LLC to Himalayan Cuisine LLC
starting July 1st 2019.

FYI- Old LLC- Himalayan Indian Cuisine LLC

New LLC- Himalayan Cuisine LLC

please let me know if you need other documents, thank you for your help

Nima Sherpa

July 16, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director
Dan Coryell, Fleet Manager *sub*

SUBJECT: Authorize the Purchase of One (1) New Four Wheel Steering Street Sweeper, in the Total Amount of \$269,332.00, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
August 6, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new four wheel steering street sweeper, from Hardline Equipment Company, Commerce City, Colorado, to be used in the Solid Waste Division of the Public Services Department, in the total amount of \$269,332.00.

Summary

On June 21, bids were publicly opened for one (1) new four wheel steering street sweeper. One (1) bid was received. The sweeper will be used by the Solid Waste Division for sweeping streets and gutter lines on designated routes throughout Casper and doing miscellaneous debris cleanups that are called in via dispatch or by citizens.

This will be an additional unit to the already existing three (3) sweepers that the City of Casper owns. The long-term goal is to purchase another unit in the future expanding the sweeper fleet to five (5). This will allow Waste Water Operations to utilize one (1) sweeper for storm drain maintenance, Streets Division to utilize one (1) sweeper for street maintenance, and still allow Solid Waste Division to utilize three (3) sweepers to cover their routine routes on designated arterial roadways.

With this purchase being an addition to the fleet there is no trade. Purchase funds for this sweeper will be paid for from the Refuse Collection Reserves Fund.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) Four Wheel Steering Sweeper	Hardline Equipment Commerce City, CO	\$269,332.00	\$0	\$269,332.00

The recommended purchase for the one (1) four wheel steering street sweeper from Hardline Equipment, Commerce City, CO complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by Refuse Collection Reserves Fund.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
May 29, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 4:00 p.m., June 21, 2019** for the following:

One (1) New Four Wheel Steering Street Sweeper, to be used in the Solid Waste Division of the Public Services Department; unit must have the minimum specifications of:

General

Specifications: It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of one (1) new four wheel steering street sweeper. The unit shall be new and have less than fifty (50) hours and be less than twelve (12) months old, with full factory warranty. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
1. ENGINE	<p>Diesel, Cummings QSB 4.5 Liter equipped with 142 HP minimal.</p> <p>Must be provided with a pre-heating device for cold starting during the winter months.</p> <p>Cummings QSB engine must be a minimum of a Tier III rating and a maximum of a Tier IV Interim rated engine.</p>	<hr/> <hr/> <hr/>
2. DRIVE TRAIN	<p>Must have a closed-circuit hydrostatic drive system on the front differential equipped with a hydraulic motor and a load sense piston pump that can be set automatically with variable speeds included between 0 and 20 mph.</p> <p>Forward and reverse gears must be engaged by selecting the corresponding gear with the specific shift control located on the steering column in the cab. Hydrostatic controls selected with your foot will NOT be allowed.</p>	<hr/> <hr/>

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When reverse is engaged, the reverse indicator lights on the rear must be lit and the backup alarm simultaneously signals to ensure maximum safety for all surrounding environments to become aware.

3. HYDRAULIC SYSTEM

Both the drive and service hydraulic systems must depend on a single oil tank located in an easily accessible area behind the cab.

The tank must be provided with a level and temperature indicator on the side of the machine and be clearly visible from the ground.

The drive and service hydraulic systems must share a single filter positioned in the upper part of the tank, whose cartridge can be quickly and simply by replaced without any oil loss.

A pressure switch must be installed on the filter which allows the operator to be informed in real time by means of an indicator lamp in the cab showing any filter blockage.

A float must send an electrical signal to the cab to inform the operator of any oil level reduction due to probable losses.

4. STEERING

Right hand drive only. Must be factory installed at manufactures facility. A tiltable steering column must be provided for operator convenience.

Unit must have four (4) wheel steering for optimal sweeping results in tight areas.

Turning radius shall not exceed 16-feet.

5. STEERING GEAR

The steering gear must provide power steering, to facilitate vehicle handling while driving.

The sweeper must be equipped with a four-wheel steerable axle system for maximum maneuverability.

Power must be provided to the four-wheel steering by a hydraulic power steering mechanism with incorporated

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safety valves.

Turning radius shall not be more than 16-foot, and this must be accomplished by all four (4) wheels of the sweeper turning in conjunction with each other.

6. WHEELS

The vehicle has four (4) wheels which are spaced on the outside four (4) corners of the sweeper ensuring maximum possible vehicle stability both during work and during hopper discharge operations performed at various heights up to a maximum of 10-feet 6-inches in height.

Front and rear wheels must follow in the same footprint, eliminating the machine from trailing debris while turning.

Unit must be equipped with tire size: 285/70 R 19.5, all four (4) tires must be the same size.

7. DRAFT GEAR

The sweeper must be provided with a draft gear for towing. The tow hook must be removable from front of sweeper and stowed and pinned in a storage area behind the cab.

8. SUSPENSIONS

Front suspension must have semi-elliptic springs and gas shock absorbers. If machine does not offer suspension on each wheel independently, it will NOT be considered.

Rear suspensions are hydraulically operated and must have two (2) automatic positions:

- a. A low position to be used during sweeping mode and dumping mode.
- b. A high position to be used during vehicle transport mode and to overcome height differences of up to 7.87-inches.

Intermediate rear suspension settings must be able to be obtained manually from inside the cab.

This hydraulic suspension system must allow for the vehicle chassis to be kept at a given height above the

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ground through an automatic setting, regardless of the weight of the debris collected.

9. BRAKING SYSTEM

The differential axles must be provided with serviceable disk brakes immersed in an oil bath fitted on the axle shafts of the wheels.

The emergency brake must be incorporated into the service brake.

The parking brake is mechanical disc brake that affects the input driveline to the front axle and must be controlled by operating a manual lever provided with an irreversible device.

The entire brake system is hydraulically driven.

The parking brake device must also transmit the driving power through a sheathed steel cable.

While the parking brake is applied, a light must be displayed on the control panel.

While the parking brake is applied, an alarm must sound in the cab when attempting to move the vehicle.

Disc brakes must be provided on each of the four (4) wheels to provide equal stopping pressures. **Drum brakes will NOT be acceptable.**

10. ELECTRIC SYSTEM

The electric system used by the vehicle must be designed according to the applicable road traffic regulations division.

The voltage provided must be 24-volts, 90-amps with a 2160-watt power alternator. **12-volt systems will NOT be allowed.** Two (2) 12-volt batteries, 900-cca per battery.

The electrical system consists of:

a. Sweeper Lights:

- i. Headlights shall be sealed beam
 - ii. Wiring shall be sealed modular plug-in type.
 - iii. Individual stop/turn/mid-body turn/tail/lights at rear of sweeper. All lights shall be 24vDC, flush mount, sealed lexan body, grommet insulated, multi-pin units.
-

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- iv. Center at top of cab mounted 3rd brake light shall be provided.
- v. Back up lights, flus mount, sealed lexan body, grommet insulated, multi-pin units
- vi. Marker lights
- vii. Work lights at top front left/right of cab front LED type
- viii. DOT type – approved flashing hazard indicators.
- ix. Amber strobe light mounted on top front and rear of machine and guarded.

b. Side Broom Lights:

- i. Left and right curb brush and rear facing LED floodlights shall be provided.

c. Electrical Wiring:

- i. Wiring shall be numbered and encased in spilt loom protective harness.
- ii. The electrical system shall be protected with auto-resetting circuit breakers of fuses
- iii. All non-factory wire type connections (splices, connections) shall be soldered and shrink tube insulated with adhesive/meltable sealant, thick-wall polyolefin shrink tubing. Non-factory crimp connections allowed. No cutting or splicing into factory wiring harnesses allowed without prior discussion and approval.

d. Miscellaneous

- i. Windshield washers and wiper system with intermittent feature
- ii. Horn
- iii. Reverse backup alarm, 107-decibels.
- iv. Backup camera with monitor mounted in cab.

11. OPERATOR CAB The operator’s cab shall be designed with large glass surfaces both in the front and on each side door to provide the operator with the widest possible visibility during vehicle handling.

The operator’s view while sweeping must be forward facing at all times allowing them full visibility of the

traffic in front of them – looking out the side window or down at side broom must be accomplished by only the use of mirrors.

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Exterior rear view mirrors:

- a. Two (2) mirrors required, cab A-pillar mounting bracket mounted left and right side for external rear view mirrors.
- b. Main mirrors, heated, moto-mirror 7-inch X 14-inch motor heard (left, right), breakaway type stainless steel or plastic.
- c. Auxiliary mirrors mounted to the left and right front mounted combination mirror shall be two (2) inside facing rectangular 6-inch by 9 1/2-inch diameter convex mirrors.
- d. The mirrors shall not extend more than 13-inches beyond the doors.
- e. A mirror guard for each main rearview mirror shall be provided that is large enough and strong enough to sufficiently protect/guard the mirrors from limb and road damage.

The driver's cab has two (2) full size seats with adjustable spring ride on each seat for the operator's comfort and required to meet applicable road traffic regulations. Jump seats will **not** be allowed.

Adjustable hydraulic power steering must be installed for drive comfort.

Two (2) sets of keys per machine

AM/FM radio with two (2) speakers.

The City of Casper will furnish a VHF 2-way radio and antenna. A local Casper Dealer shall install the radio but there must be a converter to convert 24-volts to 12-volts with 25-amp service.

Control panel located on the steering column is provided with the following devices:

- a. Forward and reverse gear selector for vehicle handling.
- b. Control lever to operate DOT-approved headlights, directional indicators, arrow flashing warning light bar mounted on tailgate, and warning horn.
- c. Sweeping RPM Increase/Decrease push-button.
- d. Road pan indentation sweeping push-button
- e. Turn signal selector lever
- f. High beam headlights selector lever

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- q. Tailgate closed indicator lamp
- r. Diesel engine glow plug pre-heating indicator lamp
- s. Engine oil pressure indicator lamp
- t. Parking brake indicator lamp
- u. Engine diagnostic testing port located in glove box
- v. Water pump indicator lamp
- w. Low water tank indicator lamp (with automatic water pump shut-off.)

The central sweeper control panel must contain the following controls/gauges.

- a. Front broom (3rd broom) speed control valve (increases/decreases front broom 3rd broom speed)
- b. Side broom speed control valve (increases/decreases side broom speed)
- c. Main broom down pressure control valve (increases/decreases main broom down pressure)
- d. Pressure gauge indicating the down pressure of the main broom
- e. Individual side broom and front broom (3rd broom) fully adjustable water control valves.
- f. Right side broom adjustable water spray tips valve control knob.
- g. Left side broom adjustable water spray tips valve control knob.
- h. Right-side of front broom (3rd broom) adjustable water spray tips valve control knob.
- i. Left-side of front broom (3rd broom) adjustable water spray tips valve control knob.

Front Broom (3rd Broom) Control Panel:

- a. The side shift (traverse) and elevation control for the front (3rd) broom are operated/obtained with a joystick located on the operator's door control panel.
- b. Front broom (3rd broom) longitudinal and transversal joystick also must located on the operator's door control panel.
- c. Front broom (3rd broom) directional rotation switch located on the operator's door control panel.
- d. Front broom (3rd broom) water control switch located on the operator's door control panel.
- e. Front broom (3rd broom) arm rotation switch allowing front broom to side shift 180-degrees must also be located on the operator's door control panel.
- f. This control panel allows the front broom to be used accurately and effectively without distracting the operator from driving the vehicle or looking away from

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traffic.

Sweeper Cabin:

- a. The cab is to be equipped with an airtight closure system keeping dust particulates out.
- b. A high-capacity filter allowing only clean air to be introduced into the cab and a “DELPHI”-type, three-speed, air-conditioning system for cooling the cab must be included. Roof-top air conditioning systems will **NOT** be acceptable.
- c. A three-speed forced ventilation system heats up the driver’s cab through a number of ducts that send air to the windshield for optimal defrosting and to the lower part of the cab (feet area) for driver comfort. Each vent must be able to open/close independently of each other.
- d. The cab is completely coated with sound-proofing materials that reduce noise levels to a minimum, making the Db levels safe for the operator.
- e. The cab tilting system uses a hydraulic pump and allows for easy access to the endothermal and the mechanical parts located behind the cab. Non-tilting cabs will **NOT** be acceptable.

12. SIDE BROOMS

The vehicle is provided with two (2) one piece side brooms, one positioned on the right and another on the left-hand side of the main body.

Both the positioning and rotation of the side booms are hydraulically operated. NO air or electric will be allowed to control any function on side brooms.

The two side brooms can be operated either individually or together – according to the different working requirements. Side brooms come equipped with an automatic retractable spring system that retracts them in the case of a collision.

Broom tilt can be mechanically adjusted with respect to the surface, thus allowing for a constantly perfect setting for each type of application.

The rotation rate of the two side brooms can be adjusted directly from the operator’s seat with variable values ranging from 0-70-RPM.

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The total external diameter of the single piece broom is 41.73-inches

The sweeping member of the broom consists of 3 X .07-inch polypropylene bristles mixed with 3 X .07-inch steel wire. Pure steel wire will NOT be acceptable.

13. ROTATING
FRONT BROOM
(3rd BROOM)

The front broom (3rd broom), must be hydraulically controlled with full functionality directly from the operator's seat via two (2) joysticks and three (3) switches. Front brooms (3rd broom) that slide only to one side will NOT be acceptable, broom must swing 180-degrees for ease of operation and for cleaning 90-degree corners from operator's seat.

One joystick positioned on the door allows the operator to perform four (4) essential movements for optimal broom use.

- a. Lifting
 - b. Lowering
 - c. Right side tilt/shift
 - d. Left side tilt/shift
-
-
-
-

The front broom (3rd broom) shall be operated accurately and effectively without distracting the operator from vehicle driving operations.

Starting operations of the front broom (3rd broom) must be accomplished by selecting the direction of rotation and by adjusting the broom rotation speed from inside the cab.

The broom must be able to be moved 180-degrees right and left, and must be retracted back in its rest position on both sides of sweeper.

In addition to the front (3rd broom) swinging control, two (2) more hydraulic controls must be performed from the door control panel by using the upper joystick:

the side to side movement controls sided tilt and the up/down movement controls the front to back tilt.

The support brace of the front broom (3rd broom) is

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provide with a hydraulic shock absorption system along with a mechanical system equipped with cup springs that are operated in case of small collisions.

In the case of more serious impacts – two (2) safety systems must be installed on the front broom (3rd broom)

a. Automatic and immediate withdrawal of the moving brooms: a sensor reads the pressure on the front brush in case of collision.

b. If a certain load pressure is reached, a specifically manufactured safety bolt connecting the brush arm to the front truck is broken. This rotates the broom arm backwards, thus avoiding the frontal collision and preventing the components from breaking. Operations can be immediately restarted by simply replacing the broken safety bolt.

The front traverse gear that connects the broom arm must also house the hydraulic power distribution that allows for all settings described above.

The power distribution must be easily accessed for maintenance operations.

The single piece broom disk must be made of wood and coated with disposable type galvanized sheet (or a protective barrier of similar nature may be utilized), it must have a diameter of 33.85-inches, while the total external diameter of the broom must be no less than 46-inches. Segmented brooms will NOT be allowed.

The sweeping member of the broom consists of 3 X .07-inch polypropylene bristles mixed with 3 X .019-inch steel wire. Steel only brooms will NOT be allowed.

Front brooms using chain and sprocket type designs will NOT be allowed, the front broom will be hydraulically driven only.

14. MAIN BROOM

The main broom must be positioned in front of the rear wheels but centrally located with respect to the side

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brooms.

The main broom unit must be supported at the center of broom to allow for tilting that provides perfect broom adherence to the ground in every condition to eliminate coning of broom. Rigid mounted main brooms are not allowed they must float with contour of street.

The main broom must be lowered to the ground through a 40-year tested hydraulic system that follows the grounds contour and keeps pressure at constant levels.

The down pressure must be adjusted from the operator's seat, which is equipped with a pressure gauge used both to deal with the progressive wear of the broom and meet several different working conditions.

The rotation speed of the main broom during operation must be 150-RPM.

The steel broom roll must be 50.39-inches long, with a total external diameter of the broom not exceeding 25.59-inches.

The sweeping member of the broom must be 3 X .07-inches made with polypropylene bristles. No strip brooms will be allowed.

The disassembly system to remove the broom must allow for quick and easy replacement with no need of specifically qualified mechanics (replacement must be completed in a maximum of 30-minutes)

15. CONVEYOR

Debris and materials are directly thrown by the main broom onto the vertical paddle conveyor and taken into the hopper. Solid type belt conveyors or chain and sprocket drives will NOT be allowed.

The external park of the conveyor unit must be made of electrically welded, cathophoresis, treated, anti-wear, T1-type steel, while the upper part of the body is curved to prevent material accumulation.

The conveyor must consist of a system with two (2) parallel belts rotating on two (2) gears bolted onto an upper hydraulically-controlled drive shaft and onto two (2) pinions that are free in the lower part of the

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conveyor. A solid shaft spanning the entire length of the lower conveyor will NOT be acceptable.

Eleven flights are to be bolted to the belts and distributed along their length to support special iron and anti-oil linen-faced rubber paddles.

Belts movement must be obtained by means of a hydraulic motor flanged in the upper external part of the bodywork and set in such way as to ensure a number of revolutions synchronized with that of the main broom.

The two (2) upper gears must be able to split into two (2) parts for easy replacement purposes of the belts. Chain and Sprocket Drives are NOT acceptable.

If the conveyor is clogged, a special safety valve installed on the hydraulic system must by-pass the circuit and immediately send an audible warning signal to the cab allowing the system to shut down without damaging any conveyor parts such as the flights.

In order to remove the clogged debris, the operator must invert the rotation direction of the conveyor by simply operating the corresponding specific lever in the cab.

The conveyor system must be rigidly mounted with adjustable bolts for moving conveyor front to back or side to side. Conveyor systems that are designed to move in and out of the hopper will NOT be acceptable.

The rigid mounted conveyor must have a replaceable rubber seal mounted around the opening of the conveyor to seal tight against the hopper allowing no dust particulates to escape out of the body.

16. LUBE SYSTEM Lube core or equivalent auto lube system with Korilla lines to grease all grease points.

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17. DUST
FILTERING
SYSTEM

The volatile dusts and light particulates activated by the main broom must be vacuumed in through the depression created in the hopper by two (2) hydraulically-controlled high-speed fans and then retained in the Teflon coated bag filter located in the upper rear section of the hopper. If the vacuum fans are not located within the hopper area it will NOT be considered acceptable.

The Teflon-fabric bag filter must have a minimal of 236.80-foot squared surface allowing for long machine working cycles without clogging. Bag House filtering capacity must be NO less than five (5) microns. Gore Filtration system is required if it not Gore material it will NOT be acceptable.

The filter must also re-introduce only clean air into the environment.

The filtering system must also include a filter shaking system that can be directly operated from the operator's seat.

The system must be hydraulically controlled. During the discharge phase the shaker must vigorously shake the filter, thus ensuring dust detachment inside the hopper and reducing regular cleaning requirements. Sweepers that require filters to be cleaned/washed and dried regularly will not be acceptable.

The air must exit the machine from the top and back of the hopper causing no deflection of air to distract the environment.

18. WATER TANK
SYSTEM

Dust suppression on the side brooms and front broom (3rd broom) must be obtained by a water supply system consisting of an AISI 304 stainless steel 2.5-mm thick tank material with a capacity of exactly 132.08-gallons. The water tank must be easily emptied through a ball valve mounted at the base of the tank.

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The use of an electric water pump and two (2) stainless steel nozzles for water placement positioned close to the external perimeter of each side broom and four (4) stainless steel nozzles positioned on the front broom (3rd broom) allow for long use sweeping and little amounts of water to be put on surface.

Baffles are installed inside the tank to ensure better resistance and a smoother ride for operator.

Clean water must be supplied to the tank by a 2-inch screw female coupling valve, a 20-foot hydrant hose, a stainless steel air gap at the top of tank, and an external level indicator. A filter of correct micron size must be installed on hydrant hose to prevent clogging of machine water system. Filter must be able to be cleaned and reused.

A filter with an internal cartridge must be positioned in an easily accessible area allowing for safe operating conditions without clogging the side broom or front broom (3rd broom) stainless steel nozzles.

When the tank is empty, the pump must automatically disable and the operator is warned in the cab by a corresponding warning light.

**19. SWEEPING
WIDTH**

A maximum cleaning width of 137.79-inches is reached with the main broom, two (2) side brooms, and a front broom (3rd broom) in conjunction with each other. Any less sweeping width will NOT be allowed.

**20. STAINLESS
STEEL HOPPER**

The hopper must be sealed and made of AISI 304 stainless steel and have a minimal of a 6.0-cubic yards usable capacity.

The hopper must be provided with a scissor type system consisting of a single-acting multistage hydraulic cylinder, and can be dumped at 92 inches.

Emptying of hopper must be performed by means of a double-acting hydraulic cylinder that provides a tilting angle of approximately 45-degrees.

The lift and tilt cylinders must be protected by safety check valves that control any pressure loss.

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The hopper scissor lift must come equipped with a mechanical stop bar to ensure maximum safety conditions during maintenance operations in the lower hopper area upper conveyor opening.

The discharge door of the hopper is positioned in the back and closed by two (2) double-acting hydraulic cylinders.

In the closed door position, the cylinders must create a mechanical dead center preventing the door from being opened in case of loss of pressure in the hydraulic circuit.

In order for the hopper to be raised the hydraulic suspension must be automatically lowered onto the rubber blocks allowing for no swaying while the hopper is in the air.

The machine must automatically sense if the sweeper is resting at any angle in any direction and not allow for the hopper scissors to raise.

Forward and reverse speed will be limited but allowed while in the hopper or scissor raised position.

In the discharge phase, the hopper, which is positioned at its maximum height must protrude a minimum of 27.55-inches from the rear bumper, thus providing a large area for waste materials to be dispersed around the discharge area leaving the machine free from debris.

All the hopper discharge functions are readily indicated by three (3) warning lights located in the driver's cab.

The rear discharge door must be provided with a mechanical stop that props the door open during hopper washing operations for both safety and ergonomics.

**21. STREET
SWEEPER
DIMENSIONS
AND COLOR**

Length maximum 234-inches

Width (during transporting) must equal 92-inches

Height maximum 118-inches with hopper and scissors down, during sweep mode.

Overall weight of unit without water or debris must NOT exceed 19550-pounds

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Maximum net rated load allowed shall NOT exceed 5.019-tons

Color shall be manufactures white.

22. WARRANTY

Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period or 1300 hours.

No field truck mileage, per-diem, freight, mechanic overtime to be charged while machine is under warranty. No deductibles to be charged while under warranty.

The transporting of the machine to and from the vendor's shop for repairs will be free of charge.

All warrantied items will be free of charge for any types of shipping.

The Gore Filter must carry a five (5) year warranty against defects or workmanship.

23. DELIVERY

Sweeper shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.

Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions.

A copy of the order confirmation to be provided upon completion of order.

Original title shall be provided within 30 days of unit delivery to 1800 E. K St., Casper, WY 82601.
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

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24. TRAINING/MANUALS

Operator training will be conducted by a factory-trained representative for a minimum of (1) one day each for the following:

- a. Technician training for servicing, changing and adjusting brooms, computer diagnostic training, etc...
- b. Operator training for daily sweeping and daily maintenance.

Must provide two (2) complete sets of PRINTED operator manuals. **NO EXCEPTIONS**

Must provide two (2) sets of service manuals and two (2) sets of parts manuals (made specifically for sweeper being sold). Printed, digital, and/or web based service and parts manuals will be accepted. For web based manuals, access to the web service must be provided, at no additional cost, for a minimum of 12 users as assigned by the City of Casper. **NO EXCEPTIONS.**

Must provide two (2) complete custom sets of SCHEMATICS for all electrical lines, hydraulic lines, and air lines (made specifically for body being sold.) **NO EXCEPTIONS.**

25. OPTIONS

Install a camera to view front broom on street side with monitor installed inside of cab. All warranty and parts and service manuals will need to be included in price for this option.

26. TEMPORARY LICENSE and TITLES

Temporary license will not start until sweeper is delivered complete to buyer and ready for service.

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery.

Title to be made out as:
City of Casper
200 N. David
Casper, WY 82601

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27. PIGGYBACK
OPTION

Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order.

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
One (1) NEW FOUR WHEEL STEERING STREET SWEEPER,
FOR THE
SOLID WASTE DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Company Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated May 29, 2019.

BID ITEM: _____

Description: _____

Make and Model: _____

Federal Certified GVW: _____

I. Price bid for one new four wheel steering street sweeper, including Additional Features and Accessories, as specified \$ _____

II. Price for Camera Option \$ _____

Total \$ _____

III. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

IV. Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW FOUR WHEEL STEERING
STREET SWEEPER
(Approved by the City Attorney, 2014)
Dated the 29th day of May, 2019**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed, after the bid opening, with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the

parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

August 6, 2019

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager *jon*
SUBJECT: Authorizing the Appointment of a New Member to the Casper Natrona
County Health Department Board

Meeting Type & Date

Regular Council Meeting, August 6, 2019.

Action Type

Minute Action.

Recommendation:

That Council, by minute action, authorize the appointment of Dr. A. Christie Nelson to the Casper Natrona County Health Department Board.

Summary:

One member of the Health Department Board, Mary Lynne Shickich, elected not to be reappointed when her term expired on June 30, 2018. After soliciting applicants from all parts of the community, the Board interviewed and is recommending the appointment of Dr. A. Christie Nelson. This will be her first term, therefore she is eligible to apply for reappointment for one (1) additional five (5) year term beginning July 1, 2024 and expiring June 30, 2029.

Financial Considerations:

No Financial Considerations.

Oversight/Project Responsibility:

Casper Natrona County Health Department Board.

Attachments:

Natrona County Health Department recommendation letter.

Dr. A. Christie Nelson Letter of Interest.

Dr. A. Christie Nelson Application.

Dr. A. Christie Nelson Resume.



July 25, 2019

County Commissioners
200 North Center Street
Casper WY 82601

City Council Members
200 North David Street
Casper WY 82601

Dear County Commissioners and City Council members:

It is with great pleasure that I write this letter of recommendation for Dr A. Christie Nelson to serve on the Casper Natrona County Board of Health. We have a vacancy due to Mary Lynne Shickich not renewing her position and this is a joint appointment by both County and City. The Casper Natrona County Board has voted and moved to have Dr. Nelson be placed forward for your review for candidacy to be placed on the board.

She comes very highly recommended in the medical community working as a Pharmacist at Wyoming Medical Center. I also, have worked with Dr. Nelson for a number of years and she has always had the best interest for those that she works with and for. She has a strong interest in vaccination, disease prevention and management, prenatal care, mental health care access and sexual health education- all areas that align perfectly within the public health vision.

Please feel free to contact me at any time for any additional questions or information that you would need to make a decision. I look forward to the possibility of welcoming Dr. Nelson to the Casper Natrona County Health Department Board of Health. Our next meeting is August 22nd and would love to have our Board fully staffed.

Respectfully,

Anna M. Kinder
Executive Director
Casper Natrona County Health Department

Attachments



July 29, 2019

Dear County Commissioners and City Council Members:

In addition to the previous submission I would like to address the following questions:

A memo that includes the following information:

- Total number of applicants: 1
- How many applicants were interviewed: 1
- Why this applicant was selected: Dr. A. Christie Nelson comes very highly recommended by our County Health Officer- Dr. Mark Dowell. She is a respected pharmacist at Wyoming Medical Center and has passion and understanding of public health needs.
- This is a full term- July 2019 – June 2025, a five-year term

Attach the following documents to the memo:

- Unsure if the County publicized the announcement- have asked for clarification but have not received information at the time of this letter. Existing CNCHD Board Members and CNCHD staff have discussed the vacancy and solicited applicants from all parts of the community.
- Resume/application sent before, but attached again.

Please let me know if you have any additional questions.

Respectfully,

Anna M. Kinder, M.S.OTR/L
Executive Director, CNCHD

May 20, 2019

Office of the Natrona County Commissioners
200 North Center Street, Suite 115
Casper, WY 82601

RE: Natrona County Board of Health member vacancy

Dear Commissioners:

I am writing to express my interest in the Board of Health vacancy posted on the county website.

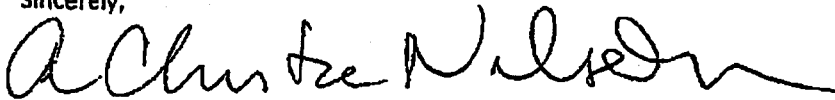
I have always been passionate about healthcare and education. I have many years of experience in practicing pharmacy at Wyoming Medical Center and teaching at University of Wyoming and for other organizations as well (including the AIDS Education & Training Center in the early 2000s). In my current position, I oversee the clinical activities of our pharmacy department in order to optimize the safe and effective use of medication to benefit patients at WMC. I have supervisory responsibilities for 22 pharmacy staff and continue to facilitate advanced PharmD student experiences at the hospital.

The Department's Mission is to protect and enhance the public health and well-being in Casper and Natrona County. Though I have not yet had opportunity to serve on a board, I feel my education and work experience are commiserate with those required of a Board of Health member and in line with its mission. Importantly, I have been heavily involved, and often led, the development, training and implementation of multiple policies, procedures and programs at the University of Wyoming School of Pharmacy and Wyoming Medical Center.

In addition, as my children grow up I am looking to become more involved in serving our community for both personal fulfillment and to mentor them to pursue public service. Vaccination, disease prevention and management, prenatal care, mental care health access and sexual health education are areas in which I have a strong interest. I would welcome the opportunity to be a part of the maintenance of these programs and the well-being of the department.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "A Christie Nelson". The signature is fluid and cursive, with a long horizontal flourish at the end.

A. Christie Nelson

**CITIZEN APPLICATION FOR APPOINTMENT
TO A NATRONA COUNTY COMMITTEE COMMISSION BOARD**

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

Please return to:

Natrona County Board of County Commissioners
200 N. Center Street #115
Casper, WY 82601

PLEASE TYPE OF PRINT CLEARLY

NAME
(Last) (First) (MI)

PREFERRED ADDRESS HOME WORK

CITY/TOWN ZIP

HOME PHONE # MOBILE PHONE #

EMPLOYER

OCCUPATION

BUSINESS PHONE # EMAIL ADDRESS

I am interested in serving on one or more of the following Board of Natrona County (Please prioritize if more than one checked.)

- | | |
|--|--|
| <input type="checkbox"/> Amoco Reuse Agreement JPB-3 yr term | <input type="checkbox"/> Historic Preservation Commission-3 yr term |
| <input type="checkbox"/> Casper Re-Entry Center Community Brd-3 yr term | <input type="checkbox"/> Juvenile Planning Commission-3 yr term |
| <input type="checkbox"/> Central WY Fair Board-5 yr term | <input type="checkbox"/> Memorial Hospital BOT-3 yr term |
| <input type="checkbox"/> Central WY Senior Services BOD-3 yr term | <input type="checkbox"/> Metro Animal Control Facility JPB-3 yr term |
| <input type="checkbox"/> Central WY Regional Water System JPB-3 yr term | <input type="checkbox"/> Metropolitan Planning Commission-3 yr term |
| <input type="checkbox"/> Citizen's Transportation Advisory Comm.-3 yr term | <input type="checkbox"/> Airport BOT-5 yr term |
| <input checked="" type="checkbox"/> City-County Board of Health-5 yr term | <input type="checkbox"/> Library Board-3 yr term |
| <input type="checkbox"/> Economic Development JPB-3 yr term | <input type="checkbox"/> Planning & Zoning Commission-3 yr term |
| <input type="checkbox"/> Community Action Partnership of NC-4 yr term | <input type="checkbox"/> Travel & Tourism Council-3 yr term |
| <input type="checkbox"/> Detention Center JPB-3 yr term | <input type="checkbox"/> Weed & Pest Control District-4 yr term |
| <input type="checkbox"/> Fire Fighters of NC-3 yr term | <input type="checkbox"/> NC Parks Board |
| <input type="checkbox"/> Hall of Justice JPB-3 yr term | <input type="checkbox"/> Planning & Development Board of Appeals-3 yr term |

Predator Management District BOD-3 year term

Vista West/West Gate JPB-3 yr term

What education or special training do you have which you feel particularly fits you for the appointment to this position?

PharmD 2002, Post-graduate specialty pharmacy residency in infectious diseases 2003. I earned a teaching certificate in 2002. I am trained on and utilize multiple techniques at WMC to improve communication skills including AIDET, SBAR, CUSS, and questioning attitude. I have received some Studer training recently and took a Crucial Conversations class several years ago.

What work experience or other experience do you have which will be beneficial in carrying out the responsibilities of this position?

I am an active member of multiple committees at WMC where I manage projects, develop and critically evaluate policy and procedures and lead implementation. I have experience as a supervisor, I oversee the clinical responsibilities of the pharmacy department and pharmacist professional development.

Referred by: Self

Other

Please submit with a resume, letter of introduction, and references. Thank you for your interest to serve on a Natrona County Board. You will be contacted regarding interview dates and times. It is possible there may be more candidates than Board opening available, we encourage you to re-apply for consideration for consideration on future Board appointments.

SIGNATURE OF APPLICANT

Alvin Nelson DATE 5/21/2019

Please print your completed form and mail it to the address listed. Keep a copy for your records.



A. Christie Nelson, PharmD, BCPS

Mailing Address:
4050 Bretton Drive
Casper WY 82609

Email: acnelson@wyomingmedicalcenter.org
Phone: (307) 259-0431

Business Address:
Wyoming Medical Center
Dept of Pharmacy
1233 E 2nd Street
Casper WY 82601

EDUCATION AND TRAINING

2002-2003	University of New Mexico Hospital Albuquerque, NM	Infectious Diseases Pharmacy Residency
2002	University of New Mexico Albuquerque, NM	Doctor of Pharmacy

PROFESSIONAL EXPERIENCE

2013 - Present	Pharmacy Clinical Coordinator Wyoming Medical Center Casper, Wyoming
2009-2013	Clinical Pharmacist Wyoming Medical Center Casper, Wyoming
2003-2010	Clinical Professor (Assistant 2003-2009, Associate 2009-2010) College of Health Sciences – School of Pharmacy University of Wyoming Laramie, Wyoming

AWARDS AND HONORS

2014	Wyoming Medical Center Healthcare Professional Award for Quality
2012	Wyoming Medical Center Healthcare Professional Award for Education

2006

University of Wyoming College of Health Sciences Outstanding Teacher of the Year Award

PUBLICATIONS

Select Publications (Peer-Reviewed Journals)

Fox L, Nelson AC, Ghanem G. *Candida krusei* emphysematous pyelonephritis possibly due to dapagliflozin therapy. *Infect Dis in Clin Prac*. 2018;26(6):363-365.

Krueger KP, Nelson AC. Economic considerations in the treatment of invasive aspergillosis: a review of voriconazole pharmacoeconomic studies. *CEOR* 2009;1:35-43.

Mills KM, Nelson AC, Winslow BT, Springer KL. Treatment of nursing home-acquired pneumonia. *Am Fam Physician* 2009;79(11):976-982.

Select Publications (Refereed Book Chapters)

Nelson AC, Hornecker J, Wesnitzer R. Skin and soft tissue infections. Chapter 73. In: Chisholm-Burns MA, Schwinghammer TL, Wells BG, et al. *Pharmacotherapy Principles & Practice*. (2nd ed.) New York: McGraw-Hill, 2010 .

Graham AC, Mercier RC. Diabetic foot infection. Chapter 117. In: Schwinghammer TL. *Pharmacotherapy Casebook: a Patient-focused Approach*. (7th ed.) New York: McGraw-Hill, 2008.

Mercier RC, Graham AC. Intra-abdominal infection. Chapter 122. In: Schwinghammer TL. *Pharmacotherapy Casebook: a Patient-focused Approach*. (7th ed.) New York: McGraw-Hill, 2008.

POSTERS AND PRESENTATIONS

December 2018 Johnson S, Fox L, Nelson AC. (2018) Implementing a pharmacist-led penicillin sensitivity skin testing service at a community hospital. [Poster] Exhibited at American Society of Health-System Pharmacists (ASHP) Midyear Meeting 2018. Anaheim, CA. December, 2018.

October 2018 "Antimicrobial Stewardship"
Wyoming Council for Advanced Practice Nurses 2018 Advanced Practice Forum
Sheridan, WY

- December 2016 Hoversland E, Fox L, Hornecker J, Nelson AC. (2016) Liposomal bupivacaine utilization for gynecologic procedures at a community hospital. [Poster] Exhibited at ASHP Midyear Meeting 2016. Las Vegas, NV. December, 2016.
- November 2014 “Antibiotic Allergy”
Extreme ID Conference, Casper WY
- January 2013 “*Clostridium difficile* Infection”
Wyoming Pharmacy Association Winter CE, Casper WY
- October 2011 “Important Drug Interactions”
Wyoming Pharmacy Association Technician Conference, Casper WY

WYOMING MEDICAL CENTER COMMITTEE WORK

- 2013-present Anticoagulation Committee, co-chair
- 2017-present Physician Advisory Counsel, adjunct member
- 2015-present Joint Team, member
- 2006-present Institutional Review Board, voting member
- 2003-present Pharmacy & Therapeutics Committee, member
- 2003-present Infection Prevention and Control Committee, member
- 2003-present Sepsis Committee, member

PROFESSIONAL MEMBERSHIPS

American College of Clinical Pharmacy (ACCP)

- Member of Infectious Diseases Pharmacy Research Network
- Member of Adult Medicine Pharmacy Research Network.

PROFESSIONAL LICENSURE AND CERTIFICATIONS

2017-present Board-certified Pharmacotherapy Specialist (BCPS), Board of Pharmacy Specialities

2003-present Registered Pharmacist, Wyoming

2002-present Registered Pharmacist, New Mexico

COMMUNITY SERVICE

June 2019 Volunteer, Wyoming Rescue Mission

March 2019 Member, Woods Learning Center Parent Teacher Cooperative

- Organized a staff appreciation day
- Participate in fundraising
- Participate in field trip activities

November 2018 Volunteer, Iris Clubhouse

- Collected donations from local businesses and community members and organized as silent auction for Casper Feud Fundraiser

November 2015 Volunteer, Meals on Wheels

- Delivered Thanksgiving Day meals to community members

REFERENCES

Mark Dowell, MD
Rocky Mountain Infectious Diseases
Natrona County Health Officer
Phone: 307-262-4627

Dave Pestotnik, RPh
Director of Pharmacy
Wyoming Medical Center
Phone: 307-267-6726