



**New Brighton City Council
Business Meeting Agenda
New Brighton City Hall | Council Chambers
803 Old Highway 8 NW, New Brighton, MN 55112
6:30 PM August 12, 2025**

To participate in this meeting, members of the public may:

- **Attend the meeting in person.**
- **Watch the meeting electronically.** Tune into CTV Channel 8023 (CenturyLink) or Channel 16 (Comcast). To observe the meeting as a livestream or a webcast, visit [NBMN.info/View-A-Meeting](https://nbnm.info/View-A-Meeting)
- **Join the meeting electronically.** Members of the public who need to interact with our public officials about agenda items, City Administration, and matters that are otherwise of public concern to the City Council but are unable to or not comfortable attending the meeting in person, may join the meeting electronically at: <https://newbrightonmn.gov/zoom> (no app needed), by scanning the QR Code on the right, or by using their Zoom app to join and entering: Meeting ID 898 6240 2361, Passcode 867530



I. Call to Order and Roll Call

____ Mayor Kari Niedfeldt-Thomas
____ Councilmember Graeme Allen
____ Councilmember Emily Dunsworth
____ Councilmember Jeanne Vint Frischman
____ Councilmember Jason Steffenhagen

II. Pledge of Allegiance

III. Public Comment Forum

IV. Approval of Agenda

V. Special Order of Business

VI. Consent Agenda

1. Consider Approval of Payments
2. Consider Approval of City Council Minutes
 - a. July 22, 2025 City Council Meeting Minutes

b. July 22, 2025 City Council Work Session Minutes

3. Accept Receipt of Commission Minutes - None
4. Consider Approval of Gambling Exempt Permit for Ducks Unlimited North Suburban Chapter 239
5. Authorize Staff to Enter Into an Agreement with the Minnesota Pollution Control Agency to Host a Minnesota Green Corps Volunteer.
6. Consider a Resolution to Authorize the City Manager and Mayor to renew the Ramsey County GIS Joint Powers Agreement
7. Consider Approval of Ordinance 921 Amending Chapter 10, Article XIX of the City Code Updating Gambling Permit Regulations
8. Consider Resolution for Summary Publication of Ordinance 921
9. Consider Approval of Plans and Specifications and Authorization to Advertise for Bids for City Project 25-2B, 2025 Mill and Overlay
10. Consider Approval of Temporary Liquor License for AccessAbility's Annual "Summer FUNdraiser" at Lions Park
11. Consider a Professional Service Agreement with E.G. Rud and Sons, Inc. for City Project 26-1, 2026 Street Rehabilitation
12. Consider Approval of Gambling Exempt Permit for AccessAbility Inc
13. Consider a Resolution for Public Safety Staff to Enter Into a Grant Agreement with the Minnesota Department of Public Safety
14. Authorize staff to enter into an agreement with CardConnect for Credit Card Processing Services for the Parks and Recreation Department

VII. Public Hearings

VIII. Council Business

1. Authorize Staff to Enter into an Agreement with Kraus Anderson for a City Campus Feasability Study

IX. Commission Liason Reports, Announcements, and Updates

City Manager Devin Massopust
Councilmember Graeme Allen
Councilmember Emily Dunsworth
Councilmember Jeanne Vint Frischman
Councilmember Jason Steffenhagen
Mayor Kari Niedfeldt-Thomas

X. Adjournment

Agenda Section:	Consent Agenda
Report Date:	07/07/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Payments

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	N/A or Other: X

Votes Needed:

3 Votes: X	4 Votes:
5 Votes:	N/A:

Summary Statement:

The following summary of claims have been submitted to the City's Finance Department for payment. A detailed listing is also attached.

EFT:	\$456,160.53
ACH:	\$502,757.98
Check:	\$1,286,698.66
Total:	\$2,245,617.17

Recommendations:

To approve the payment of invoices as listed in the attachment.

Applicable

The Council Meeting immediately following the disbursement of funds.

Deadlines:	
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Community Impact:	All payments of claims are accounted for in the City's budgets and/or long-term financial plans and may be funded by the community through the property tax levy, user fees or other charges.
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Legislative History:	Minnesota Statute 412.271 requires the City Council to approve all payments of claims. Per the City's Purchasing Policy, the City Council delegates to the City Manager or his/her designee its authority to pay claims prior to obtaining Council approval. A list of all payments are to be provided to the City Council at the next available Council meeting, and earlier payment does not affect the right of the City Council or any taxpayer to challenge the validity of a claim.
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Strategic Priority:	Sustainable & Reliable Infrastructure	Operational Effectiveness X
	Environment & Sustainability	Diversity, Equity Inclusion
	Livable Community	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$2,245,617.17
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	VI_1 Consider Approval of Payments Xcel
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VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/15/2025	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES JUNE 2025	25.38
07/15/2025	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES JUNE 2025	25.38
07/15/2025	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES JUNE 2025	12.68
			63.44
07/17/2025	MN DEPT OF REVENUE	JUNE 2025 SALES TAX	(906.35)
07/17/2025	MN DEPT OF REVENUE	JUNE 2025 SALES TAX	6,963.23
07/17/2025	MN DEPT OF REVENUE	JUNE 2025 SALES TAX	1,200.59
07/17/2025	MN DEPT OF REVENUE	JUNE 2025 SALES TAX	2,944.79
07/17/2025	MN DEPT OF REVENUE	JUNE 2025 SALES TAX	1,507.04
07/17/2025	MN DEPT OF REVENUE	JUNE 2025 SALES TAX	643.19
07/17/2025	MN DEPT OF REVENUE	JUNE FUEL TAX	217.83
07/17/2025	MN DEPT OF REVENUE	JUNE 2025 SALES TAX	36.28
07/17/2025	MN DEPT OF REVENUE	JUNE 2025 SALES TAX	1,909.23
			14,515.83
07/16/2025	EBSO	SOURCEWELL HEALTH INSURANCE FOR JULY	113,381.00
07/16/2025	EBSO	SOURCEWELL HEALTH INSURANCE FOR JULY	382.00
07/16/2025	EBSO	SOURCEWELL HEALTH INSURANCE FOR JULY	3,682.00
			117,445.00
07/21/2025	ALERUS RETIREMENT & BENEFITS-EFT	COBRA FEES JUNE	30.00
07/12/2025	A.M. LEONARD - CC	TREE PROTECTOR	1,195.43
07/12/2025	ACE INDUSTRIAL SUPPLY - CC	DRILL BIT TOOLS SHOP	324.13
07/12/2025	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	304.56
07/12/2025	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	942.24
07/12/2025	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	942.24
07/12/2025	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	1,681.61
07/12/2025	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	302.60
07/12/2025	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	458.46
			4,631.71
07/12/2025	ADOBE-CC	P& R ADOBE SUBSCRIPTION	59.99
07/12/2025	ADVENTURE PARTNERS LLC - CC	MN FIELD TRIP ADVENTURES MEMBERSHIP	1,000.00
07/12/2025	ALLSTREAM - CC	HOSTED PHONE SYSTEM	3,478.42
07/12/2025	AMAZON WEB SERVICES - CC	HOSTED WEB SERVICES	5.19
07/12/2025	AMAZON.COM-cc	DOG WASTE STATION FOR MAINTENANCE FACILITY	12.64
07/12/2025	AMAZON.COM-cc	FILE LABEL MAKER - OFFICE SUPPLY	116.90
07/12/2025	AMAZON.COM-cc	THREAD CHASER SHOP	68.79
07/12/2025	AMAZON.COM-cc	#2025 FENDER	273.62
07/12/2025	AMAZON.COM-cc	DOG WASTE STATION FOR MAINTENANCE FACILITY	151.47
07/12/2025	AMAZON.COM-cc	CONCRETE CLEANER FOR PRESSURE WASHER	239.99
07/12/2025	AMAZON.COM-cc	P&R OFFICE SUPPLIES	273.73

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Check Date	Payee	Description	Amount
07/12/2025	AMAZON.COM-cc	HEADPHONES & FLASHLIGHTS	148.00
07/12/2025	AMAZON.COM-cc	AUGER FOR PLANTING	120.86
07/12/2025	AMAZON.COM-cc	P&R OFFICE SUPPLIES	35.53
07/12/2025	AMAZON.COM-cc	FIRST AID SUPPLIES	64.95
07/12/2025	AMAZON.COM-cc	FITNESS STUDIO STEREO	134.99
07/12/2025	AMAZON.COM-cc	SUPPLIES FOR GOLF COURSE	51.97
07/12/2025	AMAZON.COM-cc	SUPPLIES FOR FIRE MARSHAL	411.77
07/12/2025	AMAZON.COM-cc	AC/ DC POWER INVERTERS	289.61
			2,394.82
07/12/2025	AMAZON.COM-cc	PHONE BELT HOLDER- DEREK	1.06
07/12/2025	AMAZON.COM-cc	2025 ACCIDENTAL PERSONAL PURCHASE- AUDIBLE	16.20
07/12/2025	AMAZON.COM-cc	PURELL HAND SANITIZING WIPES - 6 CANISTERS	152.72
07/12/2025	AMAZON.COM-cc	2025 10 LICENSE BUREAU NUMBER ROLLS	80.00
07/12/2025	AMAZON.COM-cc	2025 REPLACEMENT SMALL EQUIPMENT	167.92
07/12/2025	AMAZON.COM-cc	LYSOL DISINFECTING WIPES FOR PASSPORT OFFICE	82.23
07/12/2025	AMAZON.COM-cc	PHONE BELT HOLDER- DEREK	13.08
07/12/2025	AMAZON.COM-cc	#1713 FLASHLIGHT LENS	15.02
07/12/2025	AMAZON.COM-cc	#2012 AIR FILTER COVER	189.27
07/12/2025	AMAZON.COM-cc	SHOP LIGHTS	428.10
07/12/2025	AMAZON.COM-cc	GARDEN CLUB SUPPLIES	33.98
07/12/2025	AMAZON.COM-cc	FARMERS MARKET CRAFT	25.52
07/12/2025	AMAZON.COM-cc	EDVENTURES SUPPLIES	307.24
07/12/2025	AMAZON.COM-cc	PARKS DISCOVERY SUPPLIES	34.97
07/12/2025	AMAZON.COM-cc	HELMETS FOR YOUTH LEAGUE	59.98
07/12/2025	AMAZON.COM-cc	PLATES	10.69
07/12/2025	AMAZON.COM-cc	NBCC COFFEE SUPPLIES	125.35
07/12/2025	AMAZON.COM-cc	MONK DISINFECTANT WIPES FOR PUBLIC SAFETY GYM	247.38
07/12/2025	AMAZON.COM-cc	PORTABLE PROJECTOR SCREEN	74.99
			2,065.70
07/12/2025	AMERICAN RED CROSS - CC	CPR MANIKIN LUNGS	295.37
07/12/2025	AMERICAN RED CROSS - CC	RED CROSS LIFEGUARD CERTIFICATION FEES	470.00
07/12/2025	AMERICAN RED CROSS - CC	RED CROSS CPR/FIRST AID CERTIFICATION FEES	400.00
			1,165.37
07/12/2025	APPLE SPICE - CC	INTERVIEW PANEL LUNCH	140.74
07/12/2025	Aramark-cc	COFFEE SUPPLIES FOR CITY HALL	500.79
07/12/2025	ARDEN HILLS DMV - CC	CLASS A PERMIT- KEVIN THOMPSON	27.33
07/12/2025	Aspen Mills-cc	J. BERGER UNIFORM	787.83
07/12/2025	ASSOC OF MN EMERGENCY MGERS - CC	T. HAMDORF ASSOC. OF MN EMERGENCY MANAGERS CONFERENCE SEPT. 14-17 2025	350.00
07/12/2025	ASSOC OF MN EMERGENCY MGERS - CC	YEARLY MEMBERSHIP TO ASSOCOATION OF MN EMERGENCY MNGMT	100.00
07/12/2025	ASSOC OF MN EMERGENCY MGERS - CC	C. PRASEK ASSOC OF MN EMERGENCY MANGERS CONFERENCE SEPT 14-17 2025	700.00
			1,150.00
07/12/2025	ASTLEFORD INTERNATIONAL-cc	#1001 SLACK ADJUSTER CLEVIS KIT	382.21

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Check Date	Payee	Description	Amount
07/12/2025	ATLASSIAN - CC	HOSTED KNOWLEDGEBASE	10.00
07/12/2025	BEACON ATHLETICS - CC	NEW WATER ROLLER FOR BALL FIELDS	329.22
07/12/2025	BEISSWENGERS HARDWARE-cc	PAINT ROLLERS FOR CONCRETE SEALER	2.13
07/12/2025	BEISSWENGERS HARDWARE-cc	PAINT ROLLERS FOR CONCRETE SEALER	25.49
07/12/2025	BEISSWENGERS HARDWARE-cc	SPARK PLUGS PUBLIC SAFETY SMALL GENERATOR	24.97
07/12/2025	BEISSWENGERS HARDWARE-cc	PUSH MOWER SUPPLIES	531.78
07/12/2025	BEISSWENGERS HARDWARE-cc	END CAP FOR PIPE	14.99
07/12/2025	BEISSWENGERS HARDWARE-cc	HOSE FITTING	66.82
			666.18
07/12/2025	BEST BUY - CC	MICROWAVE	10.68
07/12/2025	BEST BUY - CC	MICROWAVE	131.49
			142.17
07/12/2025	BREEZY POINT RESORT - CC	HOTEL FOR T. HAMDROF ASSN OF MN EMERGENCY MANAGERS SEPT. 14-17	675.00
07/12/2025	BRYAN ROCK PRODUCTS INC - CC	AG LIME	1,177.07
07/12/2025	BS&A - CC	BS&A 2025 ANNUAL CONFERENCE - ZILLMER & HANSON	2,250.00
07/12/2025	CDW GOVERNMENT-cc	WIRELESS KEYBOARDS AND MEECE	206.92
07/12/2025	CDW GOVERNMENT-cc	BATTERY BACKUP FOR CITY HALL TENANT SPACE	764.72
			971.64
07/12/2025	CENTRAL SANDBLASTING CO INC - CC	SANDBLAST & PAINT THE V PLOW	3,000.00
07/12/2025	CENTURYLINK - CC	PHONE SERVICE	2,849.52
07/12/2025	Chet's Shoes-cc	BOOTS FOR 6 MONTH EMPLOYEES STEVE SANCHEZ & MICKEY	527.00
07/12/2025	CHICAGO SKYWAY TOLL - CC	TOLLS TRAVELING TO INDIANA FOR CN 25004589	1.90
07/12/2025	CINTAS - CC	MATS & SUPPLIES	398.60
07/12/2025	CINTAS - CC	NBCC MAT CLEANING	837.96
			1,236.56
07/12/2025	CLASS A LEASING MN TRUCK - CC	CLASS A- NATHAN	3,480.00
07/12/2025	CLEAR PERFECTION WINDOW CLEAN - CC	PUBLIC SAFETY WINDOW CLEANING	850.00
07/12/2025	COLBERT ENGRAVING & TROPHIES-CC	J.BERGER ENGRAVED PAR TAG	16.53

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Check Date	Payee	Description	Amount
07/12/2025	COLLINS ELECTRICAL + TECHNOLOGY -CC	TROUBLESHOOTING FIBER OPTIC CONNECTIONS BETWEEN PSC AND MAINTENANCE BUILDING	812.25
07/12/2025	COMCAST CABLE-cc	NBCC MONTHLY CABLE	130.21
07/12/2025	COMCAST CABLE-cc	BRIGHTWOOD HILLS CABLE	149.52
07/12/2025	COMCAST CABLE-cc	TV SERVICE FOR PSC	111.77
07/12/2025	COMCAST CABLE-cc	PHONE SERVICE	686.02
			1,077.52
07/12/2025	COMMERS CONDITIONED WATER-cc	NBCC SALT FOR WATER SOFTENER	73.00
07/12/2025	CORE & MAIN - CC	3/4 H2O METERS	8,635.46
07/12/2025	CORE & MAIN - CC	SENSUS ANNUAL FEE	25,672.00
			34,307.46
07/12/2025	COSTCO WHOLESALE-CC	EDVENTURES SNACK SUPPLIES	6.40
07/12/2025	COSTCO WHOLESALE-CC	EDVENTURES SNACK SUPPLIES	568.71
07/12/2025	COSTCO WHOLESALE-CC	PARKS DISCOVERY SUPPLIES	28.17
07/12/2025	COSTCO WHOLESALE-CC	ITEMS FOR RESALE - DIET COKE	16.99
07/12/2025	COSTCO WHOLESALE-CC	CANDY/WATER FOR RESALE	334.66
			954.93
07/12/2025	CROSSTOWN MECHANICAL - CC	ICE MACHINE REPAIR @ GOLF COURSE	1,127.36
07/12/2025	CUB FOODS-cc	AQUATIC STAFF TRAINING - FOOD	0.67
07/12/2025	CUB FOODS-cc	FOOD FOR SAFETY COMMITTEE	17.47
07/12/2025	CUB FOODS-cc	BINGO & BREAKFAST DONUTS - SENIOR PROGRAMS	115.99
07/12/2025	CUB FOODS-cc	BOOK CLUB SNACKS	11.99
07/12/2025	CUB FOODS-cc	REFRESHMENTS FOR PARKS DISCOVERY PROGRAM	19.95
07/12/2025	CUB FOODS-cc	AQUATIC STAFF TRAINING - FOOD	49.93
07/12/2025	CUB FOODS-cc	WATER FOR GOLF CARTS	5.56
07/12/2025	CUB FOODS-cc	CLEANING SUPPLIES	17.84
07/12/2025	CUB FOODS-cc	WATER FOR RESALE	2.99
07/12/2025	CUB FOODS-cc	DONUTS FOR COFFEE WITH A COP	23.96
07/12/2025	CUB FOODS-cc	DI WATER FOR TESTING	8.37
			274.72
07/12/2025	DALCO ENTERPRISES, INC-cc	SUPPLIES FOR CLEANERS	422.15
07/12/2025	DALCO ENTERPRISES, INC-cc	FORKS	41.11
07/12/2025	DALCO ENTERPRISES, INC-cc	SOAP DISPENSER RETURNED	(12.12)
07/12/2025	DALCO ENTERPRISES, INC-cc	CLEANING SUPPLIES	515.05
			966.19
07/12/2025	DAN'S BP - CC	EDVENTURES SUPPLIES - ICE FOR LEMONADE STAND	2.50
07/12/2025	DASH MEDICAL - CC	NITRILE GLOVES FOR OFFICERS	236.00
07/12/2025	DAVIS LOCK & SAFE - CC	LOCKS FOR FLAGS FLAG LOCKS	143.92

VI_1 APPROVAL OF PAYMENTS

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Check Date	Payee	Description	Amount
07/12/2025	DELTA AIR-cc	FLIGHT BS&A CONFERENCE J ZILLMER	688.92
07/12/2025	DELTA AIR-cc	FLIGHTS FOR PENG VANG FOR BS&A CONFERENCE	373.96
			1,062.88
07/12/2025	DEPARTMENT OF LABOR AND INDUSTRY-cc	JUNE 2025 SURCHARGE	1,644.86
07/12/2025	DEPARTMENT OF LABOR AND INDUSTRY-cc	JUNE 2025 SURCHARGE	(33.15)
			1,611.71
07/12/2025	DICKS SPORTING GOODS - CC	BASEBALLS FOR LESSONS	5.02
07/12/2025	DICKS SPORTING GOODS - CC	BASEBALLS FOR LESSONS	59.99
			65.01
07/12/2025	DIRTROAD APP - CC	DIRT ROAD SUBSCRIPTION	3.00
07/12/2025	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2504	138.81
			141.81
07/12/2025	DODGE NATURE CENTER - CC	EDVENTURES FIELD TRIP ADMISSION	225.00
07/12/2025	EMERGE ENTERPRISES - CC	CLEAN UP MAY 2025	910.00
07/12/2025	EMERGENCY APPARATUS MAINTENANCE-CC	#2004 REAR SUSPENSION REPAIR	1,192.53
07/12/2025	Emergency Auto Tech, Inc-cc	GHOST CAR WHELEN ENCOM	12,298.40
07/12/2025	ERIC HERING DC - CC	DOT PHYSICALS FOR NATHAN, KEVIN, MICKEY	130.00
07/12/2025	ERIC HERING DC - CC	DOT PHYSICALS FOR NATHAN, KEVIN, MICKEY	65.00
			195.00
07/12/2025	ESRI - CC	ARCGIS ONLINE MOBILE WORKER USER TYPE ANNUAL SUBSCRIPTION	400.00
07/12/2025	EVOLT - CC	EVOLT BODY SCANNING MACHINE	11,300.00
07/12/2025	FACEBOOK - CC	SUMMER 25 EVENT MARKETING	35.15
07/12/2025	Fastenal-cc	NUTS & BOLTS SHOP STOCK	2.54
07/12/2025	Fastenal-cc	NUTS & BOLTS SHOP STOCK	31.22
			33.76
07/12/2025	FINANCE & COMMERCE, INC - CC	PROJECT 24-4 BID ADVERTISEMENT	284.24
07/12/2025	FIRSTNET / AT&T - CC	MAY PHONE BILL PUBLIC SAFETY	6,530.41
07/12/2025	FLOORING INC	NEW FLOORING FOR EAGLES NEST	50.96
07/12/2025	FLOORING INC	NEW FLOORING FOR EAGLES NEST	602.43
			653.39

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Check Date	Payee	Description	Amount
			653.39
07/12/2025	FRA-DOR BLACK DIRT & RECYC -CC	BLACK DIRT FOR FLOWER BEDS @ LIONS & HANSEN EAST	543.30
07/12/2025	FULL SLATE - CC	2025 JULY APPOINTMENT SCHEDULING SUBSCRIPTION	49.95
07/12/2025	GEMINI GROUP - CC	2024 CCR ANNUAL WATER QUALITY REPORT FOR WATER TESTING IN 2024	6,687.60
07/12/2025	GIFTOGRAM - CC	JUNE 2025 ANNIVERSARIES	125.00
07/12/2025	GOVDOCS-CC	MN-FED EMPLOYEE NOTICE POSTERS	203.79
07/12/2025	GRAFIX SHOPPE-cc	#2411 DECALS	545.00
07/12/2025	Grainger-cc	INSEPTION TAGS	35.02
07/12/2025	GRAND SLAM - CC	MIDDLE SCHOOL FIELD TRIP ADMISSIONS	156.00
07/12/2025	GREATLAND YEARLI - CC	FEDERAL FORM 941 FILING 2ND QTR 2025	5.49
07/12/2025	GYM WORKS INC - CC	FITENSS CENTER EQUIPMENT PREVENTATIVE MAINTENANCE	1,395.00
07/12/2025	H6 TACTICAL INC - CC	RADIO STRAP FOR JEREMY BERGER	193.40
07/12/2025	HACH COMPANY-cc	CL17 CHEMICALS	961.00
07/12/2025	HALF MOON EMPANADAS DCA - CC	MEAL DURING GFOA TRAVEL - FOSCHI	15.52
07/12/2025	HARBOR FREIGHT TOOLS-cc	IMPACT DRILL PARTS	3.66
07/12/2025	HARBOR FREIGHT TOOLS-cc	IMPACT DRILL PARTS	44.99
			48.65
07/12/2025	HARD ROCK HOTEL & CASINO - CC	HOTEL FOR EVOLUTION EXCAHNGE CONFERENCE ATLANTIC CITY NJ JUNE 10-12	352.80
07/12/2025	HEIGHTS HOME BAKERY-cc	DONUTS FOR RAMSEY COUNTY RECORDS MEETING	37.00
07/12/2025	HERITAGE LANDSCAPE SUPPLY GROU - CC	STRAW BLANKET & SEED FOR REPAIRS	505.22
07/12/2025	HOBBY-LOBBY-cc	FARMEWR'S MARKET CRAFT	2.09
07/12/2025	HOBBY-LOBBY-cc	FARMEWR'S MARKET CRAFT	24.95

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Check Date	Payee	Description	Amount
07/12/2025	HOLIDAY INNS-cc	CRAIG SCHLICHTING DULUTH CONFERENCE	340.84
07/12/2025	HOLIDAY STATIONSTORE - CC	PREMIUM GAS FOR TRASH PUMP	35.59
07/12/2025	HOME DEPOT - CC	FARMERS MARKET SUPPLIES	2.19
07/12/2025	HOME DEPOT - CC	FARMERS MARKET SUPPLIES	26.94
07/12/2025	HOME DEPOT - CC	MILWAUKEE WEEDWHIP, CHARGER & BATTERIES	1,195.97
			1,225.10
07/12/2025	HULU - CC	TV SERVICE FOR PSC	106.19
07/12/2025	IDEAL SERVICE, INC. - CC	VFD REPLACEMENT WELL # 4	1,359.60
07/12/2025	Innovative Office Solutions-cc	COPY PAPER FOR CITY HALL	453.76
07/12/2025	Innovative Office Solutions-cc	OFFICE SUPPLIES	129.29
07/12/2025	Innovative Office Solutions-cc	NBCC RESTROOM SUPPLIES	1,561.30
07/12/2025	Innovative Office Solutions-cc	GENERAL OFFICE SUPPLIES	188.71
			2,333.06
07/12/2025	INNOVATIVE PLASTICS - CC	CHAIRS	377.34
07/12/2025	JIMMY BUFFETT'S MARGARITAVILLE - CC	DINNER FOR G. KRAHN AND E. NUNDAHL EVOLUTION EXCHANGE CONFERENCE ATLANTIC CITY JUNE 10-12	61.61
07/12/2025	KWIK TRIP - CC	SAFETY CAMP SUPPLIES AND TEAM BREAKFAST	0.27
07/12/2025	KWIK TRIP - CC	SAFETY CAMP SUPPLIES AND TEAM BREAKFAST	17.27
			17.54
07/12/2025	L & S SERVICE SOLUTION - CC	NBCC CLEANING CONGTRACT	5,995.00
07/12/2025	LHB, INC - CC	HANSEN PARK WEST PROFESSIONAL SERVICES	3,750.00
07/12/2025	LILLI PUTT - CC	MIDDLE SCHOOL FIELD TRIP DEPOSIT	50.00
07/12/2025	LITTLE BLUES TRAVELING ZOO - CC	PARKS DISCOVERY - PETTING ZOO	552.00
07/12/2025	Loffler Companies, Inc-cc	MONTHLY COPIER CHARGES - PARKS AND RECREATION	359.61
07/12/2025	LYFT - CC	GFOA RIDE HOTEL TO AIRPORT - FOSCHI	15.14
07/12/2025	MARIE RIDGEWAY & ASSOC - CC	THERAPY RETAINER AND THREE SESSIONS	1,110.00
07/12/2025	Menards-cc	BRASS FITTINGS/ SCOTCH BRIGHT SHOP	0.42

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/12/2025	Menards-cc	BRASS FITTINGS/ SCOTCH BRIGHT SHOP	5.14
07/12/2025	Menards-cc	WOOD FOR SIGNS	43.94
07/12/2025	Menards-cc	TOOLS & PAINT FOR KEY & LIGHT POLE	126.74
			176.24
07/12/2025	METROPOLITAN COUNCIL ENVIRO - CC	PARTIAL PAYMENT FOR JULY WASTE WATER SERVICES	19,999.00
07/12/2025	MIDC ENTERPRISES - CC	IRRIGATION PARTS	11.19
07/12/2025	MIDWAY FORD - CC	#1602 NUT CLIPS	57.05
07/12/2025	MIDWAY FORD - CC	#2413 MASTER WINDOW SWITCH	54.76
			111.81
07/12/2025	MINNCOR - CC	2025 DUPLICATE TITLE STOCK 3 PACKAGES	105.00
07/12/2025	MINNEAPOLIS FINANCE DEPT - CC	WATER FIXED CHARGE MAY 2025	5,256.12
07/12/2025	MINNEAPOLIS SAW INC-cc	MISCHARGED, \$5147.00 INSTEAD OF \$51.47. REFUND COMING ON NEXT PCARD STATEMENT	5,147.00
07/12/2025	MINNEAPOLIS SAW INC-cc	MOTOR HOUSING PARKS POLE SAW	93.42
			5,240.42
07/12/2025	MINNEAPOLIS ST PAUL BUSINESS - CC	REGISTRATION FOR TECH TRENDS IN GOVERNMENT CONFERENCE	35.00
07/12/2025	MN ASSOC OF GOVT COMMUNICATOR-CC	MN ASSOCIATION OF GOVERNMENT COMMUNICATORS RENEWAL FEE	85.00
07/12/2025	MN ASSOC OF PROP&EVIDENCE TECH - CC	T. HAMDORF MAPET CONFERENCE OCT. 14-15	225.00
07/12/2025	MN POLLUTION CONTROL AGENCY-CC	MPCA CONTROL PERMIT NPDES	408.60
07/12/2025	MN STATE COLLEGES & UNIV - CC	DOT CLASS- ANDREW	110.00
07/12/2025	MOST DEPENDABLE FOUNDATION - CC	DRINKING FOUNTAIN PARTS	315.04
07/12/2025	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEE	2,609.25
07/12/2025	MOUNDS VIEW PUBLIC SCHOOL-cc	GYNMASTICS GYM FEES JUNE	2,949.25
			5,558.50
07/12/2025	NEW BRIGHTON LICENSE BUREAU - CC	CLASS A LICENSE - NATHAN DEBOER	45.97
07/12/2025	NITRO SQUARE - CC	ACCIDENTAL PURCHASE	23.66
07/12/2025	NORDEAST COFFEE COMPANY, INC - CC	COFFEE SUPPLIS AT NBCC	354.55

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/12/2025	NORDEAST COFFEE COMPANY, INC - CC	COFFEE FOR PUBLIC SAFETY	354.80
			709.35
07/12/2025	NORM'S TIRE SALES -CC	#2015 TIRES	381.24
07/12/2025	North American Safety -cc	SAFETY VESTS & SAFETY GALSSSES	660.00
07/12/2025	NORTHERN TOOL EQUIPMENT-cc	QUICK COUPLER FOR PRESSURE WASHERS	87.96
07/12/2025	NORTHERN TOOL EQUIPMENT-cc	BLOW GUN PARKS	13.98
			101.94
07/12/2025	NORTHLAND CDL TRAINING - CC	CDL CLASS- KEVIN THOMPSON	895.00
07/12/2025	OCEAN TECH - CC	ELECTRONICS RECYCLING	988.00
07/12/2025	OFFICE DEPOT-cc	MARKETING SIGNS	22.91
07/12/2025	OFFICE DEPOT-cc	MARKETING SIGNS	404.80
07/12/2025	OFFICE DEPOT-cc	PARKS DISCOVERY YARD SIGNS	97.39
			525.10
07/12/2025	OHD - CC	NEW SCOTT ADAPTER FOR FIT TEST MACHINE	410.00
07/12/2025	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	2,288.00
07/12/2025	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	292.00
			2,580.00
07/12/2025	Orkin -cc	JUNE ORKIN 2025	122.00
07/12/2025	Orkin -cc	PEST CONTROL- JUNE PUBLIC WORKS	150.00
07/12/2025	Orkin -cc	PEST CONTROL - FEEDOM NEIGHBORHOOD CENTER	87.00
07/12/2025	Orkin -cc	NBCC PEST CONTROL	144.00
07/12/2025	Orkin -cc	PEST CONTROL - BRIGHTWOOD HILLS CLUBHOUSE	102.96
			605.96
07/12/2025	OXYGEN SERVICE COMPANY -cc	OXYGEN REFILL JUNE 2025	19.16
07/12/2025	PAYPAL - CC	SAFETY CAMP BAND	1,029.30
07/12/2025	PET CENTRAL ANIMAL HOSPITAL - CC	VET SERVICES MAY 2025	1,140.00
07/12/2025	PIONEER ATHLETICS - CC	FIELD MARKING PAINT & CLEANER	2,768.70
07/12/2025	PIONEER PRESS-CC	LEGALS 05/1/25-5/31/25	145.20
07/12/2025	PIPERIGHT PLUMBING - CC	CONTRACTOR FOR REPAIR TOILET	633.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/12/2025	PLETSCHERS GREENHOUSE - CC	HANSEN EAST FLOWERS FOR AROUND SHELTER	444.00
07/12/2025	PLETSCHERS GREENHOUSE - CC	INNSBRUCK PARK POLLINATOR GARDEN	110.30
07/12/2025	PLETSCHERS GREENHOUSE - CC	LIONS FLOWERS AROUND SPLASH PAD	2,040.43
			2,594.73
07/12/2025	PRECISE - CC	PRECISE SUBSCRIPTION	220.00
07/12/2025	RACE FORWARD - CC	GARE MEMBERSHIP	1,000.00
07/12/2025	RAISING CANE'S - CC	FOOD FOR SAFETY CAMP	611.20
07/12/2025	RAM MOUNTS - CC	#1616 RAM MOUNT FOR DISPLAY	2.16
07/12/2025	RAM MOUNTS - CC	#1616 RAM MOUNT FOR DISPLAY	25.93
			28.09
07/12/2025	REPUBLIC SERVICES - CC	REPUBLIC SERVICES JUNE 2025	29,854.87
07/12/2025	REPUBLIC SERVICES - CC	WATER BREAK SPOILS	1,330.26
			31,185.13
07/12/2025	RESIDENCE INN - CC	GFOA HOTEL IN DC - FOSCHI	343.21
07/12/2025	RESIDENCE INN - CC	GFOA HOTEL IN DC - FOSCHI	1,372.84
			1,716.05
07/12/2025	SCHINDLER ELEVATOR CORP - CC	NBCC ELEVATOR SERVICE	564.78
07/12/2025	SCNS SPORTS FOODS - CC	ENERGY BARS FOR RESALE	86.40
07/12/2025	SHARPENING SUPPLIES - CC	SHARPENING COMPOUND FOR GREENS MOWER	75.68
07/12/2025	SHERWIN-WILLIAMS - CC	PAINT AND PRIMER FOR NORTH HANDRAIL	116.40
07/12/2025	SOLARWINDS - CC	IT TICKETING SYSTEM	3,792.00
07/12/2025	SSP AMERICA - CC	DINNER FOR G. KRAHN AND E. NUNDAHL 6/12 EVOLUTION EXCHANGE CONFERENCE JUNE 10-12	63.41
07/12/2025	STARBUCKS - CC	BREAKFAST EVOLUTION EXCAHNGE CONFERENCE JUNE 10	30.38
07/12/2025	STREICHER'S-cc	AMMUNITION	490.00
07/12/2025	STREICHER'S-cc	M. WINTERLIN VEST	323.98
			813.98
07/12/2025	SUMMIT FIRE PROTECTION-cc	ANNUAL INSPECTION FOR FIRE EXTINGUISHER	802.15
07/12/2025	SUNBELT RENTALS - CC	SCISSOR LIFT FOR WINDOW CLEANING	738.60

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/12/2025	SUPERIOR SAND AND GRAVEL - CC	CURBS RUBBLE	50.00
07/12/2025	SUPERIOR SAND AND GRAVEL - CC	WATER BREAK RUBBLE ASPHALT, WASHED RIVER ROCK FOR WATER BREAKS	699.24
			749.24
07/12/2025	SYSCO MINNESOTA, INC - CC	COOKIES FOR RESALE	185.37
07/12/2025	TAHO SPORTSWEAR - CC	SAFETY CAMP T-SHIRTS - REFUND WILL BE ON NEXT STATEMENT	20.00
07/12/2025	TAHO SPORTSWEAR - CC	EDVENUTRES T-SHIRTS	523.20
07/12/2025	TAHO SPORTSWEAR - CC	SAFETY CAMP T-SHIRTS - REFUND WILL BE ON NEXT STATEMENT	816.50
			1,359.70
07/12/2025	TARGET-cc	STORAGE BINS FOR PUBLIC EDUCATION SUPPLIES	3.48
07/12/2025	TARGET-cc	STORAGE BINS FOR PUBLIC EDUCATION SUPPLIES	41.60
			45.08
07/12/2025	TEE TIMES PRESS - CC	TEE TIMES MAGAZINE ADVERTISEMENT	250.00
07/12/2025	Terminal Supply Co-cc	4 GAUGE WIRE SHOP/STOCK	290.24
07/12/2025	TESSMAN COMPANY-cc	SEED & SUPPLIES	125.80
07/12/2025	TESSMAN COMPANY-cc	MAINTENANCE SUPPLIES	1,141.45
			1,267.25
07/12/2025	TEXT-EM-ALL - CC	TEXT-EM-ALL SUBSCRIPTION - MASS COMMUNICATION TOOL USED TO NOTIFY STAFF OF EARLY NOTIFICATION FOR WINTER MAINTENANCE EVENTS	19.00
07/12/2025	THE HOME DEPOT-cc	PAINTING SUPPLIES	98.30
07/12/2025	THE SUITES HOTEL AT WATERFRONT - CC	LODGING FOR LMC CONFERENCE	189.58
07/12/2025	THOMSON REUTERS- WEST-CC	ONLINE SOFTWARE SUBSCRIPTION JULY 2025	407.47
07/12/2025	THRYV - CC	BRIGHTWOOD HILLS MARKETING - PRINT CHARGES	126.55
07/12/2025	TRANE - CC	NBCC HVAC ANNUAL PM AGREEMENT	9,405.00
07/12/2025	TRI-STATE BOBCAT - CC	#1911 CASTER FORK, BEARINGS & SEAL	883.84
07/12/2025	TRIPLE SHIFT ENTERTAINMENT - CC	EDVENTURES FIELD TRIP	337.50

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/12/2025	UBER - CC	GFOA RIDE FROM AIRPORT TO HOTEL IN DC - FOSCHI	19.94
07/12/2025	UBER - CC	TRANSPORTATION AND TIP ATLANTIC CITY TO PHILADELPHIA	
		AIRPORT EVOLUTION EXCHANGE CONFERENCE 6/10-6/12	208.04
07/12/2025	UBER - CC	UBER RIDE AND TIP FROM PHILADELPHIA AIRPORT TO ATLANTIC	
		CITY FOR EVOLUTION EXCHANGE CONFERENCE JUNE25	291.32
			519.30
07/12/2025	UNIVERSITY PROCESSING - CC	T. WODNICK MNKATO WOMEN IN LEADERSHIP CERTIFICATE	
		PROGRAM	1,498.50
07/12/2025	VEIMAN TREE SERVICE - CC	PROF SERVICE	735.00
07/12/2025	Verizon-cc	CELLULAR SERVICE	120.03
07/12/2025	VESTIS - CC	CLEANING & UNIFORMS	90.24
07/12/2025	VESTIS - CC	CLEANING & UNIFORMS	255.22
07/12/2025	VESTIS - CC	CLEANING & UNIFORMS	11.55
			357.01
07/12/2025	WALMART.COM - CC	SUPPLIES FOR WAXING FIRE TRUCKS	12.74
07/12/2025	WALMART.COM - CC	GARDEN CLUB SUPPLIUES	200.81
07/12/2025	WALMART.COM - CC	SAFETY CAMP, SENIOR AND PARKS DISCOVERY PROGRAM SUPPLIES	42.73
07/12/2025	WALMART.COM - CC	EDVENTURES SUPPLIES	144.83
07/12/2025	WALMART.COM - CC	PARKS DISCOVERY SUPPLIES	222.38
07/12/2025	WALMART.COM - CC	YOUTH SPORTS ADN RISE PROGRAM SUPPLIES	36.92
07/12/2025	WALMART.COM - CC	ITEMS FOR SENIOR LEAGUE LUNCH	42.64
07/12/2025	WALMART.COM - CC	SUPPLIES FOR WAXING FIRE TRUCKS	101.16
07/12/2025	WALMART.COM - CC	SAFETY CAMP AND RISE PROGRAM SUPPLIES	248.98
			1,053.19
07/12/2025	Warning Lites of Minnesota-cc	TRAFFIC CONTROL FOR 16TH ST NW	352.50
07/12/2025	WHEELER HARDWARE COMPANY-cc	DOOR HANDLE SHOP	549.83
07/12/2025	WHENTOWORK INC - CC	60 MONTH RENEWAL OF ON-LINE STAFF SCHEDULER	3,520.00
07/12/2025	WHENTOWORK INC - CC	60 MONTH RENEWAL OF ON-LINE STAFF SCHEDULER	3,520.00
			7,040.00
07/12/2025	XPRESS STOP - CC	FUEL FOR TRASH PUMP	18.42
07/12/2025	YAMAHA GOLF & UTILITY - CC	GOLF CARET REPAIR	112.64
07/23/2025	MN UC FUND	UNEMPLOYMENT 2ND QTR 2025	60.88
07/23/2025	MN UC FUND	UNEMPLOYMENT 2ND QTR 2025	246.49
07/23/2025	MN UC FUND	UNEMPLOYMENT 2ND QTR 2025	842.25
			1,149.62

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/28/2025	ALERUS RETIREMENT & BENEFITS-EFT	HSA SERVICE FEE COVERED BY CITY JULY	316.00
07/28/2025	XCEL ENERGY	500 13TH AVE NW 06/16-07/16/25	87.18
07/30/2025	4M - BANK CHARGES - EFT	POSITIVE PAY CHARGES IN 4M JULY	60.22
07/30/2025	AFLAC	AFLAC JUNE	2,649.26
07/31/2025	PAYMENTECH - EFT	PAYMENTECH FEES JULY 2025 INVOICE CLOUD	2.19
07/31/2025	PAYMENTECH - EFT	PAYMENTECH FEES JULY 2025 INVOICE CLOUD	10.83
07/31/2025	PAYMENTECH - EFT	PAYMENTECH FEES JULY 2025 INVOICE CLOUD	14.88
07/31/2025	PAYMENTECH - EFT	PAYMENTECH FEES JULY 2025 INVOICE CLOUD	14.88
07/31/2025	PAYMENTECH - EFT	PAYMENTECH FEES JULY 2025 INVOICE CLOUD	7.45
			50.23
07/31/2025	XCEL ENERGY	STREET LIGHTS 06/16-07/16/25	2,396.63
07/31/2025	XCEL ENERGY	WELLS & LIFT STATIONS 06/18-07/17/25	135.08
07/31/2025	XCEL ENERGY	PARKS 06/18-07/17/25	1,864.52
07/31/2025	XCEL ENERGY	PARKS 06/18-07/17/25	105.75
07/31/2025	XCEL ENERGY	WELLS & LIFT STATIONS 06/18-07/17/25	37,761.24
07/31/2025	XCEL ENERGY	WELLS & LIFT STATIONS 06/18-07/17/25	745.07
07/31/2025	XCEL ENERGY	WELLS & LIFT STATIONS 06/18-07/17/25	3,706.05
07/31/2025	XCEL ENERGY	WELLS & LIFT STATIONS 06/18-07/17/25	176.25
07/31/2025	XCEL ENERGY	WELLS & LIFT STATIONS 06/18-07/17/25	603.93
07/31/2025	XCEL ENERGY	WELLS & LIFT STATIONS 06/18-07/17/25	39.13
07/31/2025	XCEL ENERGY	STREET LIGHTS 06/16-07/16/25	2,485.34
07/31/2025	XCEL ENERGY	WELLS & LIFT STATIONS 06/18-07/17/25	70.56
07/31/2025	XCEL ENERGY	STREET LIGHTS 06/16-07/16/25	13.19
			50,102.74
07/25/2025	PITNEY BOWES INC - EFT	POSTAGE MACHINE REFILL JULY 2025	2,000.00
07/18/2025	ADVANCED IRRIGATION, INC	LIONS PARK IRRIGATION AROUND THE SPLASH PAD	12,995.00
07/18/2025	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM MAY 17, 2025 TO JUNE 13, 2025- REGARDING WELL 16	2,551.00
07/18/2025	BAYCOM	GENETEC LICENSE RENEWALS 8/1/2025-07/31/2026	24,291.00
07/18/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES JUNE 2025	10.24
07/18/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES JUNE 2025	1,074.83
07/18/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES JUNE 2025	1,716.48
07/18/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES JUNE 2025	1,716.48
07/18/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES JUNE 2025	858.24
			5,376.27
07/18/2025	BULLFROG INDUSTRIES LLC	TRAFFIC SIGNAL PAINTING	56,231.50
07/18/2025	COVERALL OF THE TWIN CITIES	PUBLIC SAFETY CLEANING 7/1/2025-7/31/2025	2,816.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/18/2025	CRYSTEEL TRUCK EQUIPMENT	#2308 SOLENOID VALVES	348.79
07/18/2025	ELECTRO WATCHMAN INC	DOWN PAYMENT FOR CAMERA UPGRADE AT PUBLIC WORKS BUILDING	2,328.47
07/18/2025	FACTORY MOTOR PARTS CO	BATTERY PARK PRESSURE WASHER	130.66
07/18/2025	FACTORY MOTOR PARTS CO	#1506 T-STAT	42.82
07/18/2025	FACTORY MOTOR PARTS CO	OIL SHOP	24.78
			198.26
07/18/2025	FERGUSON ENTERPRISES, LLC	FORD METER BOX STOCK	763.35
07/18/2025	FERGUSON ENTERPRISES, LLC	25-1 WATERMAIN MATERIALS	22,597.89
07/18/2025	GECK, DUEA & OLSON, PLLC	PROSECUTION CONTRACT; GDO FILE NO: R	7,515.00
07/18/2025	GROVE SECURITY	SUNNY SQUARE SECURITY CAMERAS	12,881.89
07/18/2025	HAWKINS, INC.	CHEMICALS- LPC-4 , HYDROFLUOSILICIC ACID, AZONE, SODIUM PERMANGANATE	13,027.02
07/18/2025	HAWKINS, INC.	CHEMICALS- LPC-4 , HYDROFLUOSILICIC ACID, AZONE, SODIUM PERMANGANATE	5,619.00
			18,646.02
07/18/2025	INFOSEND, INC	JUNE 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.10.25	299.98
07/18/2025	INFOSEND, INC	JUNE 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.10.25	297.27
07/18/2025	INFOSEND, INC	JUNE 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.10.25	299.98
07/18/2025	INFOSEND, INC	JUNE 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.10.25	297.27
07/18/2025	INFOSEND, INC	JUNE 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.10.25	149.99
07/18/2025	INFOSEND, INC	JUNE 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.10.25	148.64
			1,493.13
07/18/2025	KUTAK ROCK LLP	BLOCK B REDEVELOPMENT TIF DISTRICT #32	162.50
07/18/2025	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGE FOR THE 06/09/25 TO 07/08/25 OVERAGE PERIOD	175.45
07/18/2025	LOFFLER COMPANIES, INC	PUBLIC SAFETY CONTRACT OVERAGE 6/01/2025-6/30-2025	80.11
			255.56
07/18/2025	MANSFIELD OIL COMPANY OF GAINSVILLE	507 GALLONS UNLEADED	2,668.86

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/18/2025	MINUTE MAKER SECRETARIAL	6/17 PLANNING COMM MTG & 6/24 CITY COUNCIL/WORKSESSION MTG	425.00
07/18/2025	PMA ASSET MANAGEMENT, LLC	MAY ACCOUNT MANAGEMENT FEE	3,296.11
07/18/2025	RAMSEY COUNTY EMCOM	CAD SERVICES FOR THE MONTH OF JUNE 2025	12,985.87
07/18/2025	SRIXON/CLEVELAND GOLF	GLOVES	175.00
07/18/2025	STREET FLEET	2025 LB COURIER STREET FLEET JULY 2025 (07/09/2025) REPORT COURIER	25.16
07/18/2025	TITAN MACHINERY	#1514 FAN CLUTCH / FUEL CAP	519.10
07/18/2025	TOKLE INSPECTIONS INC	JUNE 2025 TOKLE INSPECTIONS	8,726.26
07/18/2025	TRUENORTH STEEL	PIPE STRAPS	236.20
07/18/2025	TRUENORTH STEEL	3RD STREET STORM SEWER	1,492.60
			1,728.80
07/25/2025	AMERICAN ENGINEERING TESTING, INC.	2024 STREET REHAB TESTING	1,302.65
07/25/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - AUGUST	400.28
07/25/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - AUGUST	2,043.87
07/25/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - AUGUST	333.45
07/25/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - AUGUST	1,240.12
			4,017.72
07/25/2025	BDI	AIR COMPRESSOR BELT WTP #3	81.84
07/25/2025	CAPITOL BEVERAGE SALES	BEER/SELTZER FOR RESALE AT THE GOLF COURSE	560.90
07/25/2025	FERGUSON ENTERPRISES, LLC	SERVICE PARTS	71.56
07/25/2025	FOSCHI, GINA	REIMBURSEMENT FOR GFOA DC TRAVEL	35.75
07/25/2025	FOSCHI, GINA	REIMBURSEMENT FOR GFOA DC TRAVEL	35.00
			70.75
07/25/2025	JOSHUA LOWELL JORDAN	SUMMER SESSION SPRINT MARTIAL ARTS	1,311.00
07/25/2025	JUREK, MAIYIA	2025 JAN-JULY DEALER RUNS	104.65
07/25/2025	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	10,481.10
07/25/2025	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	485.00
			10,966.10

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/25/2025	KLM ENGINEERING INC	PSWA25-0005 - TOWER DRAWING REVIEW	1,600.00
07/25/2025	LARSON YOUTH SOCCER LLC	SPRING SOCCER SHOTS PAYMENT	4,745.00
07/25/2025	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 1002 GALLONS	2,548.16
07/25/2025	MC TOOL & SAFETY SALES	BLUE FLAGS	143.54
07/25/2025	MCCRAY EXPRESS NETWORK	SOFTBALL LEAGUE UMPIRE PAY	1,572.00
07/25/2025	METERING & TECHNOLOGY SOLUTIONS	HYDRANT METER SUPERIOR SAND & GRAVEL	1,490.00
07/25/2025	MORA, CLAUDIA	MAY AND JUNE 2025 DEALER RUN	528.92
07/25/2025	NEW BRIGHTON/MOUNDSVIEW ROTARY CLUB	ROTARY INVOICE FOR JULY-SEPTEMBER, 2025	153.00
07/25/2025	NORTH SUBURBAN ACCESS CORPORATION	2025-JUNE MONTHLY MUNICIPAL MEETING AV SERVICES CITY OF NEW BRIGHTON	1,417.50
07/25/2025	OWENS COMPANIES INC	RECHARGE DEHUMIDIFIER	764.50
07/25/2025	SANDRA SHERBARTH LYNCH	APRIL-MAY PICKLEBALL LESSONS	936.00
07/25/2025	TRIMARK MARLINN LLC	FOR MICROWAVE IN CITY HALL BREAKROOM	470.21
07/25/2025	WW GOETSCH ASSOCIATES INC	BACKWASH PUMPS & HIGH SERVICE PUMP MAINTENANCE	800.00
08/01/2025	AERCOR WIRELESS, INC	POWER ADAPTERS FOR FIREWALLS	410.28
08/01/2025	ARETE ADVISORS LLC	CP443045 EMAIL COMPROMISE FORENSIC ANALYSIS	4,480.00
08/01/2025	BAYCOM	THREE NEW VPU	12,102.00
08/01/2025	BOLTON & MENK, INC	NEW BRIGHTON 10TH STREET NW RESILIENCY	13,942.00
08/01/2025	BS & A SOFTWARE	PERMIT APPLICATIONS 4/7/2025-7/7/2025	1,382.00
08/01/2025	CHESS, INC	MAINTENANCE PLAN - JUNE 2025	4,380.00
08/01/2025	COREMARK METALS	CUTTERS SHOP TOOL	79.33

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
08/01/2025	COVERALL OF THE TWIN CITIES	CLEANING @ PUBLIC WORKS- AUGUST	2,070.00
08/01/2025	ELECTRO WATCHMAN INC	REMOVE DOOR ACCESS EQUIPMENT FROM PARK PRIOR TO BUILDING DESTRUCTION	375.00
08/01/2025	ESCH CONSULTING, LLC	E. VOLK TRAINING	400.00
08/01/2025	FACTORY MOTOR PARTS CO	PLUG PATCHES SHOP	31.80
08/01/2025	FACTORY MOTOR PARTS CO	BATTERY CORE RETURN PARKS PRESSURE WASHER	(9.00)
			22.80
08/01/2025	GECK, DUEA & OLSON, PLLC	PROSECUTION CONTRACT; GDO FILE NO: R	7,515.00
08/01/2025	HAWKINS, INC.	LPC-4	7,124.51
08/01/2025	IN CONTROL, INC	QUARTERLY APRIL 1- JUNE 30	2,904.50
08/01/2025	INFOSEND, INC	JULY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.25.25	478.74
08/01/2025	INFOSEND, INC	JULY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.25.25	460.79
08/01/2025	INFOSEND, INC	JULY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.25.25	478.74
08/01/2025	INFOSEND, INC	JULY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.25.25	460.79
08/01/2025	INFOSEND, INC	JULY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.25.25	239.36
08/01/2025	INFOSEND, INC	JULY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.25.25	230.39
			2,348.81
08/01/2025	MADISON NATIONAL LIFE INSUR. CO,INC	LIFE INSURANCE AUGUST	1,287.68
08/01/2025	MADISON NATIONAL LIFE INSUR. CO,INC	LTD FOR AUGUST	2,338.33
08/01/2025	MADISON NATIONAL LIFE INSUR. CO,INC	LIFE INSURANCE AUGUST	141.30
			3,767.31
08/01/2025	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 503 GALLONS	4,146.08
08/01/2025	MARCO TECHNOLOGIES, LLC	OFFICE 365 SUBSCRIPTION	5,179.90
08/01/2025	MC TOOL & SAFETY SALES	MEASURING WHEEL - JEREMY	246.95
08/01/2025	METROPOLITAN COUNCIL	AUGUST WASTE WATER SERVICES	174,819.52

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
08/01/2025	MINUTE MAKER SECRETARIAL	MEETING MINUTES FOR 7/2 EDC MTG; 7/8 CITY COUNCIL/WORKSESSION; 7/14 PUB SAFETY COMMISSION MTG	678.00
08/01/2025	NCPERS GROUP LIFE INS	PERA LIFE INS FOR AUGUST	224.00
08/01/2025	SHOWTIME FABRICATION LLC	EXCAVATOR RAKE	1,340.00
08/01/2025	SHOWTIME FABRICATION LLC	EXCAVATOR RAKE	2,000.00
			3,340.00
08/01/2025	SPRINGER, GEORGE	INTERNET REIMBURSEMENT	103.26
08/01/2025	STREET FLEET	2025 LB COURIER STREET FLEET JULY 2025 (07/16/2025) REPORT COURIER	50.32
08/01/2025	TENICITY LLC	SUMMER SESSION 1 TENNIS LESSONS	2,738.40
08/01/2025	UTILITY LOGIC, LLC	VIVAX-METROTECH LOCATOR	5,780.00
08/01/2025	VIKING AUTOMATIC SPRINKLER	PUBLIC SAFETY FIRE SPRINKLER INSPECTION	710.00
08/01/2025	VOLK, ERIC	INTERNET REIMBURSEMENT	105.22
08/01/2025	WALLRAFF ELECTRIC	LIGHTING FOR SQUAD ROOM REFRESH	3,675.00
07/17/2025	AARP	AARP SAFE DRIVER CLASS	400.00
07/17/2025	BERGANKDV LTD	FINAL BILLING FOR AUDIT DECEMBER 21 2024	1,803.00
07/17/2025	E.G. RUD & SONS, INC	2024 STREET REHAB CONSTRUCTION STAKING	7,686.50
07/17/2025	FLEETPRIDE, INC	#1301 FILTER	160.24
07/17/2025	GUSTAFSON, JODY	REIMBURSEMENT FOR IRRIGATION REPAIR FOR STREET PROJECT	** VOIDED **
07/17/2025	JAROSZ PHILLIP	REFUND FOR OVERPAYMENT	60.25
07/17/2025	LMCIT	INSTALLMENT INVOICE #4 - PROPERTY/LIABILITY INSURANCE	3,586.00
07/17/2025	MARTIN MARIETTA MATERIALS, INC	RIP RAP FOR 3RD STREET STORM SEWER RECON	2,970.25
07/17/2025	OFFICE OF MN IT SERVICES	LANGUAGE LINE SERVICES - JUNE 2025	182.70

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/17/2025	OLD DUTCH FOODS, INC.	CHIPS - FOR RESALE AT THE GOLF COURSE	127.20
07/17/2025	TAYLOR ELECTRIC COMPANY	INSTALL RECEPTACLE CHARGING	120.00
07/24/2025	ANDERSON, SCOTT	UB refund for account: 211920	15.65
07/24/2025	ANDREW MICHAEL ZAPPA	ENGRAVING ON GUNS RUSTIC SPARTAN	570.00
07/24/2025	DZIUK, DAWN	UB refund for account: 301010	9.30
07/24/2025	DZIUK, DAWN	UB refund for account: 301010	57.37
07/24/2025	DZIUK, DAWN	UB refund for account: 301010	16.38
07/24/2025	DZIUK, DAWN	UB refund for account: 301010	8.62
			91.67
07/24/2025	FITZPATRICK, ANN	UB refund for account: 316810	9.96
07/24/2025	FITZPATRICK, ANN	UB refund for account: 316810	25.95
07/24/2025	FITZPATRICK, ANN	UB refund for account: 316810	17.53
07/24/2025	FITZPATRICK, ANN	UB refund for account: 316810	9.22
			62.66
07/24/2025	FLEETPRIDE, INC	#1405 FILTERS	98.88
07/24/2025	FLORES AMADOR, HUMBERTO ALEJANDRO	REFUND FOR OVERPAYMENT	76.75
07/24/2025	GREAT LAKES COCA-COLA DISTRIBUTION	POP/SPORTS DRINK FOR RESALE	769.66
07/24/2025	IDENTISYS INCORPORATED	CARD PRINTER RIBBON	733.59
07/24/2025	JERRY FRASIER, MAGICIAN	MAGIC SHOW FOR EDVENTURES	600.00
07/24/2025	JOHNSON, PAUL	UB refund for account: 217844	35.59
07/24/2025	JOHNSON, PAUL	UB refund for account: 217844	92.83
07/24/2025	JOHNSON, PAUL	UB refund for account: 217844	62.71
07/24/2025	JOHNSON, PAUL	UB refund for account: 217844	32.94
			224.07
07/24/2025	LONG LAKE IMPROVEMENT ASSOC	APPLICATION OF PROCELLACOR EC 8.79 ACRES @ \$1236.00/ACRE	3,682.22
07/24/2025	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR WATER BREAK ON NEW BRGHTON ROAD	354.12
07/24/2025	MARTIN MARIETTA MATERIALS, INC	CLAY FOR 3RD STREET STORM SEWER	5.20
			359.32
07/24/2025	MDRA	2025 MDRA ANNUAL CONFERENCE	100.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/24/2025	MN METRO NORTH TOURISM BUREAU	JUNE LODGING TAX	12,943.62
07/24/2025	MN METRO NORTH TOURISM BUREAU	JUNE LODGING TAX	(647.18)
			12,296.44
07/24/2025	MN POLLUTION CONTROL AGENCY	NW QUADRANT- COMMERCIAL REDEVELOPMENT	150.00
07/24/2025	MOUNDS VIEW, CITY OF	UTILITY CHARGES CITY OF MOUNDS VIEW 2ND QUARTER 2025	423.54
07/24/2025	RONEY, DONALD	REFUND FOR OVERPAYMENT	72.05
07/24/2025	SAINT CROIX COFFEE & TEA COMPANY	COFFEE & STIR STICKS	205.50
07/24/2025	THE SCHOOL OF FISH, LLC	SCHOOL OF FISH PROGRAM PARTNERSHIP	750.00
07/24/2025	TIM PETERSON	24-1 DRIVEWAY REIMBURSEMENT	1,183.20
07/24/2025	WORCESTER, DONNA	REFUND FOR EXCELSIOR DAY TRIP	99.39
07/31/2025	AMERICAN STUDENT TRANSPORTATION	SCHOOL RELEASE BUS FEES GRAND SLAM	414.00
07/31/2025	APACHE LOCK & KEY	KEYS AND CORES	104.00
07/31/2025	BEGGS, RICHARD AND CAROLE	UB refund for account: 105742	60.96
07/31/2025	BEV MORGENSTERN	UB refund for account: 312751	41.72
07/31/2025	BEV MORGENSTERN	UB refund for account: 312751	108.46
07/31/2025	BEV MORGENSTERN	UB refund for account: 312751	73.24
07/31/2025	BEV MORGENSTERN	UB refund for account: 312751	38.57
			261.99
07/31/2025	BIZJAK, JACK	UB refund for account: 111724	7.71
07/31/2025	BIZJAK, JACK	UB refund for account: 111724	23.46
07/31/2025	BIZJAK, JACK	UB refund for account: 111724	13.57
07/31/2025	BIZJAK, JACK	UB refund for account: 111724	7.14
			51.88
07/31/2025	DE ROY, TAMARA	UB refund for account: 102996	19.07
07/31/2025	DE ROY, TAMARA	UB refund for account: 102996	49.71
07/31/2025	DE ROY, TAMARA	UB refund for account: 102996	4.33
07/31/2025	DE ROY, TAMARA	UB refund for account: 102996	33.59
07/31/2025	DE ROY, TAMARA	UB refund for account: 102996	17.68
			124.38
07/31/2025	DEVINE, STEVE	UB refund for account: 204016	4.89
07/31/2025	DEVINE, STEVE	UB refund for account: 204016	0.23
07/31/2025	DEVINE, STEVE	UB refund for account: 204016	12.74

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/31/2025	DEVINE, STEVE	UB refund for account: 204016	8.61
07/31/2025	DEVINE, STEVE	UB refund for account: 204016	4.53
			31.00
07/31/2025	FLEETPRIDE, INC	GREASE ZERK SHOP	72.53
07/31/2025	GUERINGER, SAMMY AND JENNA	UB refund for account: 300038	23.74
07/31/2025	HAILEMARIAM, ADANE	ADANE HAILEMARIAM SECURITY DEPOSIT REFUND \$500.00	500.00
07/31/2025	JUNE ROBERTS REVOCABLE LIVING TRUST	UB refund for account: 212415	3.00
07/31/2025	JUNE ROBERTS REVOCABLE LIVING TRUST	UB refund for account: 212415	30.71
07/31/2025	JUNE ROBERTS REVOCABLE LIVING TRUST	UB refund for account: 212415	5.27
07/31/2025	JUNE ROBERTS REVOCABLE LIVING TRUST	UB refund for account: 212415	2.77
			41.75
07/31/2025	KOSS, JANET	UB refund for account: 315945	3.12
07/31/2025	KOSS, JANET	UB refund for account: 315945	53.06
07/31/2025	KOSS, JANET	UB refund for account: 315945	11.52
07/31/2025	KOSS, JANET	UB refund for account: 315945	5.51
07/31/2025	KOSS, JANET	UB refund for account: 315945	2.90
			76.11
07/31/2025	KUECHLE UNDERGROUND INC	24.1 2024 STREET REHABILITATION PARTIAL PAYMENT 6	1,236,910.97
07/31/2025	LAM, YEN	UB refund for account: 112250	10.71
07/31/2025	LAM, YEN	UB refund for account: 112250	27.92
07/31/2025	LAM, YEN	UB refund for account: 112250	18.86
07/31/2025	LAM, YEN	UB refund for account: 112250	9.93
			67.42
07/31/2025	LEGGETT, RHENAI DA	RHENAI DA LEGGETT SECURITY DEPOSIT REFUND \$500.00	500.00
07/31/2025	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR 14TH & 21ST AVE WATER BREAK	1,316.85
07/31/2025	MATZOLL, TAYLOR	UB refund for account: 217778	307.33
07/31/2025	MR ROOTER	GRANT DISTRIBUTION TO CONTRACTOR FOR I/I REPAIR	5,000.00
07/31/2025	PALLOW, MICHAEL	UB refund for account: 311753	5.65
07/31/2025	RENDLE, TONY	UB refund for account: 222711	27.80
07/31/2025	RENDLE, TONY	UB refund for account: 222711	76.85
07/31/2025	RENDLE, TONY	UB refund for account: 222711	49.00
07/31/2025	RENDLE, TONY	UB refund for account: 222711	25.79
			179.44

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/31/2025	RODRIGUEZ-RICCI, JANET	UB refund for account: 209478	102.60
07/31/2025	SCROCCA, JOSEPH AND COLLEEN	UB refund for account: 114595	6.85
07/31/2025	SCROCCA, JOSEPH AND COLLEEN	UB refund for account: 114595	75.67
07/31/2025	SCROCCA, JOSEPH AND COLLEEN	UB refund for account: 114595	12.05
07/31/2025	SCROCCA, JOSEPH AND COLLEEN	UB refund for account: 114595	6.34
			100.91
07/31/2025	ST PAUL, CITY OF	PATCHING LAKE VIEW POINT	229.74
07/31/2025	ST. JOHN THE BAPTIST CHURCH	REFUND \$100.00 GAMBLING LICENSE PER MATHEW STEPHENS	100.00
07/31/2025	THOME, LAURA	UB refund for account: 321364	18.10
07/31/2025	THOME, LAURA	UB refund for account: 321364	96.09
07/31/2025	THOME, LAURA	UB refund for account: 321364	30.34
07/31/2025	THOME, LAURA	UB refund for account: 321364	16.35
			160.88
07/31/2025	TRETTEL, JEROME	UB refund for account: 203398	103.71
07/31/2025	XIONG, KHAI	UB refund for account: 221408	90.91
07/31/2025	YOUNG, LINDA AND THOMAS	UB refund for account: 300855	99.18
	TOTAL PAYMENTS		\$ 2,245,617.17



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, July 22, 2025 at 6:30 pm in the New Brighton Council Chambers.

Present: Mayor Niedfeldt-Thomas, Councilmembers Allen, Frischman and Steffenhagen
Absent: Councilmember Dunsworth

Also Present: Devin Massopust-City Manager, Sarah Sonsalla-City Attorney (attending remotely), Gina Foschi-Finance Director, Jennifer Fink-Parks and Recreation Director

Call to Order

Mayor Niedfeldt-Thomas called the meeting to order at 6:30 pm.

Pledge of Allegiance

Mayor Niedfeldt-Thomas led the Council in the Pledge of Allegiance.

Public Comment Forum

Mayor Niedfeldt-Thomas opened the Public Forum for comments from the public. There were no comments from the public.

Approval of Agenda

Approval of the July 22, 2025 Council Agenda.

Motion by Councilmember Frischman, seconded by Councilmember Steffenhagen to approve the agenda as submitted.

4 Ayes, 0 Nays-Motion Carried

Special Order of Business

1. Proclamation Celebrating July as National Parks and Recreation Month

Mayor Niedfeldt-Thomas read a proclamation in full for the record declaring July as National Parks and Recreation month in the City of New Brighton. She explained the City would be celebrating Parks and Recreation at a Splash Bash at Lions Park on Tuesday, July 29.

2. Presentation of Minnesota Recreation and Parks Association Awards of Excellence - Park Discovery Days and Totem Pole Park Reconstruction

Jamie Mellner, Minnesota Recreation and Parks Association Awards Committee Member, presented the City of New Brighton and the Parks and Recreation Department with the Minnesota Recreation and Parks Association Awards of Excellence for the City's Park Discovery Days and for the Totem Pole Park Reconstruction project. Parks and Recreation Director Fink stated she was grateful for this recognition. A round of applause was offered by all in attendance.

Mayor Niedfeldt-Thomas thanked the parks and recreation team for their tremendous efforts on behalf of the

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the July 22, 2025 Agenda.

Special Order of Business

1. Proclamation Celebrating July as National Parks and Recreation Month

2. Presentation of Minnesota Recreation and Parks Association Awards of Excellence - Park Discovery Days and Totem Pole Park Reconstruction

community.

Councilmember Allen stated the City's park system was amazing, and he greatly appreciated the park programming that was available for New Brighton residents.

Consent Agenda

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. July 8, 2025 City Council Meeting Minutes.
 - b. July 8, 2025 Worksession Meeting Minutes.
3. Accept Receipt of Commission Minutes:
 - a. June 9, 2025 Public Safety Commission Meeting Minutes.
4. Consider Approval of ePlanSoft Quote.
5. Consider a Resolution Accepting a Ramsey County Critical Corridors Grant, and Granting Authorization to Enter into a Contract with Damon Farber Associates Incorporated to Complete a Small Area Study in the City of New Brighton.
6. Consider Approval of Temporary Liquor License for St. John the Baptist Church's Annual FallFest Event.
7. Consider Approval of Gambling Exempt Permit for St. John the Baptist Church's FallFest Event.
8. Consider Approval of Gambling Exempt Permit for Irondale Band Boosters.
9. Consider a Resolution Establishing "No Parking" along Oakwood Drive between County Road E and Silver Lane.
10. Consider a Resolution Accepting Bids and Award of Contract for City Project 24-4, Lift Station #8 Replacement.
11. Consider Application for a Solicitor License for EcoShield.
12. Consider Quote for Traffic Signal Repainting - Round 2.
13. Consider Resolution Accepting Bids and Award of Contract for City Project 25-7, Well #16 Well Drilling and Construction.
14. Consider Sub-Grant Agreement with Garden View Apartments, LLC for the 10th Street NW Culvert Replacement Project.
15. Consider Approval of Internal Data Practices Policy Update.
16. Consider Approval of Updated Data Policies Regarding Public Access to Data and for Subjects of Data.
17. Consider Acceptance of Donation to Youth Golf Program.

Motion by Councilmember Steffenhagen, seconded by Councilmember Frischman to approve the Consent Agenda as presented.

4 Ayes, 0 Nays - Motion Carried

Public Hearing

None.

Council Business

1. Consider Acceptance of the Second Quarter 2025 Interim Financial Report.

City Manager Massopust indicated Finance Director Foschi would be presenting this item to the Council. Finance Director Foschi stated quarterly interim financial reports are provided to keep the Council informed of the City's fiscal condition. She commented on the City's core budget functions and discussed the revenues and expenditures for the second quarter. The balances of water utility, sewer, storm sewer, and street light funds were then discussed. The City's investment portfolio and year-to-date earnings were reviewed with the Council. Staff provided further comment on the second quarter interim financials and requested the Council accept the financial report.

Mayor Niedfeldt-Thomas asked if staff anticipated anything unusual occurring in the next two quarters. Finance Director Foschi stated there was nothing that came to mind, except for a capital project that was being planned for the sewer fund.

Councilmember Frischman asked if staff had any information regarding LGA. City Manager Massopust reported the City would be receiving LGA in 2026, but beyond that, there was uncertainty. Further discussion ensued regarding the future of LGA.

Councilmember Allen thanked Finance Director Foschi for all her assistance when it comes to planning for the future of the City.

Motion by Councilmember Allen, seconded by Councilmember Frischman to accept the Second Quarter 2025 Interim Financial Report.

4 Ayes, 0 Nays-Motion Carried

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust reported the Splash Bash and mobile City Hall event would be held on Tuesday, July 29 at Lions Park at 5:00 p.m. She explained the Tuesday, August 5 worksession meeting would not be held because this was National Night Out. He stated the City Council would be meeting next on Tuesday, August 12.

Jeanne Frischman

Councilmember Frischman reported the Public Safety Commission met on Monday, July 14 where the group discussed cannabis regulations and licensing. She reported this Commission was interested in the City completing some type of educational piece with respect to THC product potency. She indicated the Council recently approved the purchase and installation of ALPR cameras and was pleased to report the public safety department was already utilizing this technology to assist with solving a crime in the community. She noted she attended a recent League of Minnesota Cities policy meeting where 60 cities discussed the importance of cities maintaining local control and land use.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas was pleased to report some of the homes surrounding Hansen Park have had their flood designation removed. She explained she attended a northeast mayor/manager meeting and the cities in attendance discussed how to get ahead on zoning topics. She reported the agreement with the developer who was supposed to develop TCAAP has expired, and this project was now on hold. She congratulated Meadow Wood Shores for their

Public Hearing

Council Business

1. Consider Acceptance of the Second Quarter 2025 Interim Financial Report.

Commission Liaison Reports, Announcements and Updates

25th Anniversary, noting Councilmember Dunsworth would be attending their celebration event on Thursday. She noted the farmers market would be held on Wednesday, July 23 from 3:00 p.m. to 7:00 p.m. She indicated the next City concert would be held on Thursday, August 14 from 6:00 p.m. to 8:00 p.m. in Veterans Park. She encouraged all residents to consider attending Stockyard Days which would be held Friday, August 8 through Sunday, August 10.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 7:15 p.m.

Adjournment

The meeting adjourned at 7:15 p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST: _____
Terri Spangrud, City Clerk



Council Worksession
July 22, 2025
5:00 pm

Present: Mayor Kari Niedfeldt-Thomas
Councilmember Graeme Allen
Councilmember Jeanne Frischman
Councilmember Jason Steffenhagen

Absent: Councilmember Emily Dunsworth

Staff in Attendance: Devin Massopust, Craig Schlichting, Jennifer Fink

Guests in Attendance:

City Campus Feasibility Planning

Massopust stated following Council direction and previous work with Kraus-Anderson on the Strategic Facilities Plan and facility assessment, staff have continued efforts to identify next steps regarding the future of the New Brighton Community Center. Recognizing the importance of thorough analysis and community input, staff sought out potential partners and processes for a comprehensive feasibility study and robust community engagement. Recent Activities include the following:

- Outreach to Consultants: Staff contacted several firms to solicit information on feasibility study services, community engagement approaches, and general "ballpark" cost estimates.
- Proposal Review: Attached is a comparison matrix summarizing services, approaches, and preliminary cost estimates from several reputable firms.
- Staff Recommendation: Based on the proposals and best practices, staff strongly recommends scheduling community engagement efforts during fall/winter and into spring months. This timeframe coincides with the Community Center's highest usage, as well as some of our most popular and diverse special events ensuring the broadest possible input from residents and users.

Massopust stated Council is asked to review the matrix and proposals to provide feedback and direction on the desired scope, timing, and selection of a partner for the feasibility study and engagement process.

Fink indicated this was a continuation of discussion on the City's facilities and future strategies to ensure effective use of facilities and budget. She explained staff would be providing the Council with a brief history of potential feasibility analysis in hopes of receiving direction from the Council to identify and share next steps. She discussed how the 2040 Parks Comprehensive Plan called for improvements to the New Brighton Community Center (NBCC). She explained the City recently completed a facilities condition assessment and strategic facilities plan which explored several options for the City from minimal renovations to an entire new facility.

Mayor Niedfeldt-Thomas asked what the timeline was for beginning the Parks Comprehensive Plan and when it ended. Fink reported the plan began in December of 2018 and the plan was adopted in April of 2020.

Fink discussed the previous discussions that were held regarding site exploration. She indicated the Council favored other potential sites for potential development due to concerns about a parking ramp at the NBCC. She reported the agreement for Block B has gone away, which makes Block B an alternative site to consider. She explained the current NBCC site has redevelopment potential. She stated an alternative site analysis determined Freedom Park may be another possible site but was less than ideal given this was a current, popular park.

Fink commented on the facilities maintenance needs and timing for the NBCC. She explained nearly \$5 million in scheduled maintenance at the NBCC would be required over the next five years. She discussed how City Hall has been remodeled and modernized over the last 10 years to incorporate the license bureau and the cost to maintain this space was nearly \$1.7 million over the next 10 years. She indicated the Brightwood Hills Clubhouse has maintenance costs that exceed the cost of replacement and the City was already exploring a public/private partnership based on Council direction. She explained the Council was now at a decision point on whether or not the City should invest in the maintenance of the current NBCC site or hold off and redirect funds toward potential new construction.

Mayor Niedfeldt-Thomas stated she would like to better understand what the typical spend was for the Community Center over the past five years. She indicated this would be important information to pass along to the public. Fink explained she could gather this information and noted this building was at its 30-year lifespan.

Fink reviewed the Council's strategic priorities and financial goals, noting one of the Council's strategic priorities was to address ADA access and safety within its facilities. She reported another strategic priority for the Council was to have 40% of its general fund revenues coming from non-property tax sources. She commented on how the current footprint of the NBCC limits revenue growth and capacity, especially with an aging indoor playground and no space for expansion. She explained staff was interested in working with a consultant (Kraus Anderson) to receive ballpark estimates and initial recommendations for financial/operational analysis. She stated it was important for the City to have clear decisions and a project scope in mind for the NBCC to pursue outside funding for this project. She commented further on the improvements that were needed at NBCC and requested the Council provide direction on how to proceed.

Councilmember Frischman asked if Block B could incorporate more City operations. Massopust stated a City campus type of building could be considered for Block B. He explained there was a potential of growing the City's property tax base if the current City Hall and NBCC properties were redeveloped and City Hall/NBCC were moved to Block B.

Councilmember Steffenhagen reported Block B would allow for the expansion of NBCC, City Hall and the license bureau. Schlichting indicated there would also be the opportunity to have rentable event/meeting space if a building were pursued on Block B.

Councilmember Steffenhagen questioned what the building footprint would be if City Hall and NBCC were to relocate to Block B. Schlichting estimated the building would be 70,000 square feet in size.

Councilmember Frischman commented she really liked the idea of creating a City Hall campus on Block B.

Councilmember Steffenhagen discussed how Block B would not be as accessible than the current City Hall location.

Councilmember Frischman stated she anticipated a trail could be continued to Block B to assist with pedestrian/bicycle access.

Mayor Niedfeldt-Thomas agreed the location of Block B was not ideal and noted the Council would have to consider accessibility issues.

Councilmember Allen explained he liked the idea of getting new City facilities for the residents of New Brighton. He indicated his only concern was the overall costs and knowing this would lead to overall levy increases going forward. He stated he would need a lot more information on how this potential project would be financed.

Mayor Niedfeldt-Thomas asked how community feedback would be pursued for this potential project. Massopust recommended feedback be pursued in two separate avenues, the first being does the community want to see a campus and second, what the financing would look like for this project.

Councilmember Steffenhagen spoke to the cost of maintaining the current facilities and indicated there would be a cost to not moving forward with a new building.

Councilmember Allen supported the City holding informational/engagement sessions with the public on the options that were available to the City with the noted costs to better understand what option the community supports.

Massopust stated the City could consider pursuing a local option sales tax to assist with covering the cost of a new City Hall campus. He noted a matter such as this would go on the ballot for all voters to consider.

Mayor Niedfeldt-Thomas commented the City Council would have to come up with what makes this project unique and should consider what the regional impact could be for a new NBCC. She suggested the facility be focused on adaptive programming and all abled in a way that no other facility was. She indicated this may assist the City in receiving State funding.

Councilmember Allen stated he believed the Block B site made a great deal of sense for a new location, even with the additional pilings costs.

Councilmember Frischman explained her biggest concern was what the messaging would be to the community and how can the City generate good feedback from the public. Fink reported she spoke with the group that helped Bloomington with their local options sales tax and noted that community completed a statistically valid survey to make sure they understood what the voters wanted. She commented on how valuable it would be to have a space with three gymnasiums because this would allow for hosting youth sporting events.

Mayor Niedfeldt-Thomas indicated she would be interested in community fundraising for a new facility. Massopust indicated he would have to investigate this further to see what the City was and was not allowed to do.

Mayor Niedfeldt-Thomas stated she believed a vertical building on Block B made a lot of sense. She suggested a ramp be explored with Met Council to see if a park and ride could be explored on Block B.

Councilmember Allen commented on how State funding could be going down which meant the State would have less funding available for projects like this.

Mayor Niedfeldt-Thomas was of the opinion the City had to begin planning now and noted the funding environment could change. She anticipated a project of this magnitude could take at least four years to complete.

Councilmember Allen stated he would not be in support of a project like Columbia Heights where they pursued a public/private partnership and the City does not own the land.

Councilmember Steffenhagen questioned how big Block B was. Schlichting stated a portion of Block B was under option by API/Abott. He explained if the API/Abott portion was removed, Block B was approximately 17 acres in size.

Fink reported she added up the current items in need of replacement at NBCC and this totaled \$7.2 million.

Mayor Niedfeldt-Thomas recommended staff bring an engagement plan back to the City Council for consideration. The Council supported this recommendation.

Fink reported Kraus proposed three in-person engagement events along with online social Pin Point engagement. She indicated a statistically valid survey could also be considered.

Councilmember Allen stated he believed the public would support the loss of Block B over the loss of a City park for the new facility.

Councilmember Steffenhagen asked if the next steps would include defining the uses within the new facility. Fink explained Kraus Anderson would propose creating objective definitions, talking about preliminary program priorities, targeting a budget framework, setting engagement boundaries, and going through public engagement.

Councilmember Allen recommended the costs for larger amenities be spelled out to provide the public with more information on the costs for a new facility.

Mayor Niedfeldt-Thomas explained the initial conversation would be on amenities without the financials. Fink indicated this was the case, noting the initial conversations were slated to be held this fall/winter.

Councilmember Allen asked that some financial information be presented to the public to assist with explaining the actual costs of staying versus moving to Block B. In addition, he recommended that staff provide the public with information on what amenities were available in neighboring community centers.

Worksession adjourned at 6:19 pm

Respectfully submitted,

Terri Spangrud
City Clerk



Agenda Section:	Consent Agenda
Report Date:	07/29/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Gambling Exempt Permit for Ducks Unlimited North Suburban Chapter 239

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	N/A or Other:

Votes Needed:

3 Votes:	4 Votes:
5 Votes:	N/A: X

Summary Statement:

Ducks Unlimited North Suburban Chapter 239 is applying for exemption from the state lawful gambling license to conduct a raffle at their event being held October 21, 2025 at the New Brighton Community Center located at 400 10th St NW, New Brighton, MN 55112.

Recommendations:

Approve staff to sign off on Ducks Unlimited Application for Exempt Permit

Applicable

The State Alcohol and Gambling Enforcement Division requires a

Deadlines:	minimum of 30 days for processing.
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Community Impact:	Ducks Unlimited's annual raffles and banquets such as this event engage local volunteers and donors to generate critical support for wetlands and waterfowl habitat conservation across North America ducks. Funds raised through these events help secure state and federal grants, enabling the restoration, enhancement, and protection of vital wetlands. In communities nationwide, raffle-based fundraising connects residents with conservation goals while fueling Ducks Unlimited's mission to preserve waterfowl heritage and local ecosystems.
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Legislative History:	Minnesota State law requires the City to sign the form before the applicant can submit their application to the Gambling Control Board.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	None
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Agenda Section:	Consent Agenda
Report Date:	07/31/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Authorize Staff to Enter Into an Agreement with the Minnesota Pollution Control Agency to Host a Minnesota Green Corps Volunteer.

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:X	N/A or Other:

Votes Needed:

3 Votes:X	4 Votes:
5 Votes:	N/A:

Summary Statement:

The City of New Brighton has been selected to host a Minnesota GreenCorps member for the 2025–2026 program year through the Minnesota Pollution Control Agency (MPCA). The GreenCorps program places AmeriCorps members with local governments, nonprofits, and educational institutions to support environmental sustainability efforts. The selected member will serve full-time from October 2025 through September 2026, supporting the City’s forestry and stormwater initiatives.

Recommendations:	City staff recommends authorizing staff to enter into an agreement with the MPCA to formalize the host site participation and support the City's urban forestry, green infrastructure, and community outreach efforts.
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Applicable Deadlines:	August 31, 2025
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Community Impact:	Hosting a Minnesota GreenCorps member will support the City's ongoing environmental sustainability goals and provide a valuable community service. The member will: • Update and improve the City's tree inventory and forest health assessments. • Assist with stormwater best management practices (BMPs), including rain garden identification and maintenance. • Conduct community engagement and education around topics like tree equity, invasive species management, salt use reduction, and green infrastructure. • Mobilize volunteers and promote environmental stewardship. • Support implementation of the City's Emerald Ash Borer Management Plan and other urban forestry initiatives. This work aligns with the City's environmental goals and supports broader regional resilience efforts. The program also provides a valuable early career opportunity for someone entering the environmental field.
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Legislative History:	N/A
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets: X	N/A

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Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$ ~\$1,100 for professional development and operating costs.
	Financing Sources:	Budgeted: X		Budget Modification
	New Revenue	Use of Reserves		Other

Attachments:	DRAFT Stormwater & Forestry Sample Agreement
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Minnesota GreenCorps

Host Site Agreement

Program Year 2025-2026

SWIFT #:

Doc Type: Agreement

I. Purpose

This Agreement is between the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency (MPCA), 520 Lafayette Road North, St Paul, MN 55155, using the Minnesota GreenCorps program, herein after referred to as "State" or "MPCA," and <Insert host site name and address>, herein after referred to as the "host site." The Agreement delineates the terms, conditions, and rules of participation in the Minnesota GreenCorps program for the 2025-2026 program year.

II. Term of agreement

Effective date: October 8, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

Expiration date: September 4, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

III. Authorized representatives

The MPCA's Authorized Representative is Candice McElroy, Minnesota GreenCorps Program Coordinator, 520 Lafayette Road North, St Paul, MN 55155, 651-757-2610, candice.mcelroy@state.mn.us or her successor.

The host site's Authorized Representative is <Name, title, address, telephone number, email>, or their successor. If the host site's Authorized Representative changes at any time during this Agreement, the host site must immediately notify the MPCA.

The host site supervisor is: <Name, title, address, telephone number, email>, or successor. If the supervisor(s) changes at any time during this Agreement, the host site must immediately notify the MPCA.

IV. Member position description

The host site will provide direction, supervision, training, and resources for the **Stormwater & Forestry** Minnesota GreenCorps member(s), performing activities per the below position description. The MPCA is responsible for candidate selection, ensuring that selected members meet the eligibility requirements and qualifications outlined below.

Strengthen host site capacity and community resilience by implementing stormwater and forestry best practices to improve water quality and public lands through activities such as rain garden maintenance, erosion control, invasive species removal, and tree plantings. Assist in collecting, managing, and analyzing data by inventorying and assessing stormwater best management practices (BMPs), chloride sources and concentrations, and trees and forest health. Provide outreach opportunities to increase awareness and engage community members. *Note: member activities cannot help organizations achieve or maintain compliance for stormwater permitting.*

Essential functions

- Inventory or assess existing stormwater BMPs and/or assist with the development or improvement of stormwater BMP assessment(s) and performance plan(s). Manage associated data.
- Identify opportunities and implement green stormwater infrastructure practices, such as rain gardens, permeable pavement, green roofs, bioswales, etc.
- Provide community outreach, education, and guidance about the benefits of green stormwater infrastructure practices and pollution prevention.
- Conduct tree inventory and manage associated data.
- Develop or update stormwater or forest management plans, Emerald Ash Borer/pest management plans, invasive species management plans, tree care plans, etc.
- Identify and implement community forestry best practices, such as erosion control, invasive species management, etc.

- Help facilitate the equitable distribution of tree canopy by conducting research, planning, and coordinating community tree plantings.
- Improve public land through activities such as clearing natural debris, planting resilient plants and trees, and removing invasive species.
- Identify local chloride sources and management strategies and provide outreach, education, and guidance on proper salt application.
- Incorporate best management practices for road and sidewalk salt reduction e.g., improved snow removal, product storage, and application.
- Conduct surveys to collect pre/post information from participants in trainings, events, workshops, etc., on knowledge gained and/or behavior change to more sustainable environmental practices.
- Use resources/calculators (e.g., Minnesota Stormwater Manual, minimal impact design standards (MIDS) calculator, i-Tree) to quantify the benefits of stormwater infrastructure best practices.
- Mobilize volunteers to assist in the implementation of activities.
- Assist with additional sustainability-related projects as outlined in the community readiness and outreach, energy conservation and green transportation, and waste reduction and recycling position descriptions (not to exceed 20% of the time on the service plan).

Qualifications

Minimum qualifications:

- Must be a minimum of 18 years or older.
- Must be a U.S. Citizen, U.S. National, or a lawful permanent resident of the U.S.
- Must be eligible to serve in AmeriCorps and commit to completing the AmeriCorps service term.
- Must have two years post-secondary education (a two-year associate degree or completion of sophomore year in a four-year degree program) or equivalent of six (6) months professional experience (volunteer, internship, or work).
- Must have a demonstrated interest in the environment and service and community work.
- Must have a valid driver's license and consent to and pass a driving record check (if the position requires driving).
- Must consent to, and pass, an AmeriCorps required criminal history check, including an FBI fingerprint check.

Preferred qualifications

- Ability to build and maintain relationships.
- Ability to work well independently and on diverse teams.
- Ability to take initiative and effectively manage projects.
- Ability to research and organize information.
- Effective communication, presentation, and writing skills.
- Functional computer skills: word processing, spreadsheet, database management.

Physical requirements

- Most positions are primarily based in an office setting and require sitting, standing, and operating a computer and telephone.
- Most positions require light to moderate lifting, bending, stooping, pulling, kneeling, and/or carrying.
- Some (limited) positions require the use of hand tools and/or power tools (e.g., chainsaws). Personal protective equipment and safety training will be provided.
- Some (limited) positions require the ability to work outdoors in adverse weather conditions, such as wind, rain, and high or low temperatures on uneven terrain for up to 8 hours at a time.

While Minnesota GreenCorps members will be selected for placement based on their qualifications and commitment to service, members may not bring highly specialized skills to their position. Members participate in the Minnesota GreenCorps program to give back to their communities and gain valuable skills and experience in the environmental field. Host sites will need to invest time in member training and professional development.

V. Responsibilities of the MPCA

The MPCA, acting through Minnesota GreenCorps program staff, supporting staff, and management, is responsible for providing oversight to the Minnesota GreenCorps program on a statewide level, including member management, site management, and compliance with all AmeriCorps rules and regulations.

A. Member selection

1. **Interview and selection:** The MPCA will accept and screen all applications for member positions. The MPCA reviews applications, selects candidates for interviews, and makes offers. The MPCA has the responsibility and authority to make the final selection decisions.
2. **Criminal history checks:** Per AmeriCorps requirements, the MPCA will conduct a criminal history check on selected member applicants. This includes a national sex offender database search, and a state and FBI fingerprint-based check. Member participation in the Minnesota GreenCorps program is contingent upon passing these criminal history checks. Some positions also require passing a driving record check, administered by the MPCA. The host site is responsible for conducting any additional checks that the host site may require.

B. Member management

1. **Program requirements:** Minnesota GreenCorps program staff will track and monitor each member's progress in completing program requirements. This includes monitoring members' service hours to ensure the member will complete the minimum hour requirement by the end of the program term.
2. **Oversight:** While the host site will provide day-to-day supervision, Minnesota GreenCorps program staff will communicate regularly with the member to provide guidance and support and ensure continued project alignment with the position description and goals of the Minnesota GreenCorps program and the MPCA.
3. **Site visits:** The MPCA will schedule and conduct a minimum of one site visit during the year.
4. **Benefits:** The MPCA is responsible for administering and overseeing member benefits including living allowance, health insurance, and workers' compensation. Program staff will assist qualifying members in receiving federal student loan forbearance, childcare assistance, and the AmeriCorps education award.
5. **Training:** The MPCA is responsible for coordinating the logistics and scheduling of member required orientation and quarterly trainings. The MPCA will reimburse qualified travel expenses for members to attend required trainings.
6. **Mentorship:** The MPCA will work with host sites to provide each Minnesota GreenCorps member with a mentor that will provide technical assistance and support to the member throughout the program year.
7. **Performance management:** The MPCA will work closely with the site supervisor regarding setting expectations, coaching, and, if necessary, administering discipline for performance-related issues, including but not limited to lateness, difficulty meeting deadlines, failure to complete service position duties, etc.
8. **Grievance procedures:** The MPCA will ensure that service concerns are resolved appropriately, following the grievance procedures outlined in the Member Service Agreement.
9. **Release from service:** Only the MPCA's designated staff has the authority to suspend (and reinstate) and/or release a member for disciplinary or compelling personal circumstances. Site supervisors must actively work with the MPCA to address performance issues, following the coaching procedure as outlined in the supervisor manual, before release from service is considered.
10. **Reasonable accommodation:** Members with mental or physical disabilities have the right to request reasonable accommodations through their host site. The host site should work closely with Minnesota GreenCorps program staff and the MPCA's Human Resource Office to support and respond to such requests. The MPCA must provide such accommodations, upon request by members with disabilities, unless doing so imposes undue financial or administrative burden on the program.
11. **Site partnership termination:** In the event that a host site environment becomes unsuitable for a member to continue their service work, the MPCA reserves the right to terminate the site partnership.
12. **Personnel file:** The MPCA will maintain a personnel file for each member.
13. **Compliance:** Ensure the member and their activities maintain compliance with all Minnesota GreenCorps and AmeriCorps program requirements, including all applicable executive orders.

C. Host site management

1. **Program requirements:** Minnesota GreenCorps program staff track and monitor each site's progress. This includes monitoring members' service hours and activity alignment with the pre-scoped position description.

2. **Oversight:** Program staff will communicate regularly with the site supervisor to ensure the tasks and activities of the member project are being conducted and align with the position description and goals of the Minnesota GreenCorps program and the MPCA.
3. **Site visits:** Minnesota GreenCorps program staff will schedule and conduct at least one site visit with each host site. The site visit is an opportunity to review progress in relation to the expectations laid out in the Host Site Agreement, monitor the service plan, and provide support.

VI. Responsibilities of the host site

The host site, acting primarily through the site supervisor, is responsible for the following:

A. Member management

1. **Supervisor training:** Supervisors are required to participate in site supervisor orientation at the start of the program year to learn roles and responsibilities. If a site supervisor is unable to attend the supervisor training, they must send another representative from the host site to receive proper training. Supervisors are expected to attend and actively participate in webinars, site visits, and check-ins.
2. **Supervision:** Provide day-to-day professional supervision of the Minnesota GreenCorps member(s), equating to an average of three hours per week, per member. Set a daily schedule with the Minnesota GreenCorps member to ensure a full-time member is serving approximately 40 hours/week and hold the member accountable to this set schedule. Supervisors must work from the office at least two days a week; those days should be days that the member is serving in person.
3. **Communication:** Maintain open lines of communication with the Minnesota GreenCorps member, Minnesota GreenCorps program staff, and MPCA professional staff in relation to the member's role and performance.
4. **Member terminology:** Minnesota GreenCorps members are not "employees," "interns," or "volunteers" of the site.
5. **Member training:** Provide site orientation including a building tour, introductions to internal and external partners, explanation of site policies, rules of conduct, site expectations, safety procedures, etc. Invite the Minnesota GreenCorps member to participate in relevant on-site training and/or staff meetings. Help the member identify training opportunities relevant to their project and/or their career development. Minnesota GreenCorps host sites must contribute \$600 for member professional development (trainings, conference registration, networking events, certifications, or other opportunities). The professional development contribution is required as in-kind match; host sites must retain receipts as documentation.
6. **Time tracking and reporting:** Verify the member's service hours by approving their timesheet online once every two weeks; member timesheets must be approved by supervisors on time for the member to receive the living allowance. Review and approve the member's progress reports and a final report that includes lessons learned and project measures for success.
7. **Performance management:** Host sites must ensure that members comply with the terms of the Member Service Agreement, provide constructive feedback and discuss challenges with members, conduct a mid-year and end-of-year member performance evaluation, and engage in informal problem solving and coaching to support performance improvement. The site supervisor must work closely with Minnesota GreenCorps program staff to resolve challenges through disciplinary action and support the grievance procedures outlined in the Member Service Agreement. A site may not decide to terminate a member; only designated MPCA staff have the authority to suspend or release a Minnesota GreenCorps member from service for disciplinary reasons.
8. **Compliance:** Ensure the member and their activities maintain compliance with all Minnesota GreenCorps and AmeriCorps program requirements, including all applicable executive orders.

B. Service site

1. **Work environment:** Maintain a work environment that is safe, welcoming, respectful, free of harassment and discrimination.
2. **Workspace:** Provide a reasonable workspace at the host site for members to complete project tasks. This includes a desk, phone, computer, access to office supplies, access to a printer, copy machine, and internet, and materials needed for member projects. The host site is required to provide the members with a host site email address.
3. **Teleservice:** If teleservice is allowable within the perimeters of the Teleservice Policy, provide members with necessary equipment to operate from a remote location. The member and supervisor must complete a Teleservice Authorization form for approval. It is the supervisor's responsibility to monitor both the member's plans, progress, and outputs while they are serving off-site.
4. **Travel:** If traveling is required for the member service activities, the host site must provide transportation for the member, e.g., access to fleet vehicles (preferred), mileage reimbursement, bus fare reimbursement, etc.

5. **Safety:** Provide appropriate safety training including employee right-to-know and emergency procedures and provide personal protective equipment.
6. **Reasonable accommodation:** Members with mental or physical disabilities have the right to request reasonable accommodations through their host site. The host site should work closely with the Minnesota GreenCorps program Coordinator and the MPCA's Human Resource Office to support and respond to such requests.
7. **Insurance:** If the member is using vehicles belonging to the host site organization to conduct business on behalf of the Minnesota GreenCorps program, then the host sites' vehicle insurance is primary. The host site organization directing the member activity is responsible for liability coverage, not the MPCA. Minnesota GreenCorps does not provide indemnification.

VII. Prohibited service activities

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, members may not engage in prohibited service activities per CFR § 2520.65. AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purposes of engaging in one of the activities listed. Individuals may exercise their rights as private citizens and may participate in the activities listed on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

- A. Attempting to influence legislation.
- B. Organizing or engaging in protests, petitions, boycotts, or strikes.
- C. Assisting, promoting, or deterring union organizing.
- D. Impairing existing contracts/agreements for services or collective bargaining agreements.
- E. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, platforms, political candidates, proposed legislation, or elected officials.
- G. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
- H. Providing a direct benefit to: (1) a business organized for profit; (2) a labor union; (3) a partisan political organization; (4) a non-profit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986, except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and (5) an organization engaged in the religious activities, unless AmeriCorps assistance is not used to support those activities.
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive.
- J. Providing abortion services or referrals for receipt of such services.
- K. Census activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.
- L. Election and polling activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.
- M. Any activity prohibited by applicable Executive Order/Memorandum.
- N. Such other activities as AmeriCorps may prohibit.

Fundraising restrictions

- A. AmeriCorps members may raise resources directly in support of program service activities.
- B. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
 1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read.
 2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
 3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.

4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization.
 5. Seeking donations from alumni of the program for specific service projects being performed by current members.
- C. AmeriCorps members may not:
1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment.
 2. Write a grant application to AmeriCorps or to any other federal agency.
- D. An AmeriCorps member may spend no more than 10% of their originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, per CFR § 2520.45.

Nonduplication/nondisplacement

- A. Nonduplication: AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of the nondisplacement clause (below) are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides, per CFR § 2540.100.
- B. Nondisplacement:
1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
 2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
 3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 4. A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that:
 - i. Will supplant the hiring of employed workers.
 - ii. Are services, duties, or activities with respect to which an individual has recall right pursuant to a collective bargaining agreement or applicable personnel procedures.
 6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any:
 - i. Presently employed worker.
 - ii. Employee who recently resigned or was discharged.
 - iii. Employee who is subject to a reduction in force or who has re call rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick).
 - v. Employee who is on strike or who is being locked out.

VIII. Harassment and non-discrimination policy

The MPCA and the Minnesota GreenCorps program prohibit all forms of discrimination and harassment. Harassment based on the protected class status listed in in section A. below is also prohibited, including both overt acts of harassment and those acts that create a negative work environment. Discriminatory harassment is any behavior based on protected class status that is unwelcome and personally offensive and, thereby, may affect morale and interfere with the member's ability to perform. For example, harassment based on national origin has been defined by the U.S. Equal Employment Opportunity Commission as "Ethnic slurs and other verbal or physical conduct relating to an individual's national origin."

Sexual harassment has also been specifically defined by the Minnesota Human Rights Act, which states in regard to employment, that:

"Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when: (1) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment; (2) submission to or rejection of that conduct or communication by an individual is used as a factor in decision affecting that individual's employment; or (3) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment,

and in the case of employment, the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

Discriminatory harassment may occur: 1) among peers or coworkers, 2) between managers and subordinates, or 3) between members and the public.

A. AmeriCorps program civil rights and non-harassment policy

Advancing civil rights and equal opportunity is the responsibility of the whole of government, and AmeriCorps is committed to these principles, including treating all persons who participate in our programs with dignity and respect. The service environments demand that AmeriCorps maintains a zero tolerance for unlawful harassment or discrimination against any individual or groups engaged in national service.

AmeriCorps expects the same commitment from all recipients of services, programs, and benefits; including service members, volunteers, associated individuals, organizations, programs, and projects. This policy is incorporated by reference into the terms and conditions for AmeriCorps Recipients, inclusive of sub-grantees. Recipients are expected to notify service members and volunteers of their rights under this policy.

In accordance with applicable laws and regulations, AmeriCorps prohibits all forms of discrimination and harassment based on the protected categories of race, color, national origin, sex, age, religion, sexual orientation, disability (mental or physical), political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All entities receiving federal financial assistance from AmeriCorps; and all programs, services, and benefits administered by such entities; must be free from all forms of discrimination and harassment. Harassment is any unwelcome conduct or conduct done in reprisal for opposing discrimination or participating in the discrimination complaint process, when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's sex, race, ethnicity, religion, sexual orientation, or any other legally protected category. Examples of harassing conduct include, but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent; leaning over or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, text messages, emails, or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures; and/or sexual, racial, ethnic, or religious baiting. Harassment can also include physical assault or other threatening behavior, as well as other demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate discrimination and harassment from anyone, including Recipients; AmeriCorps employees and supervisors; project or site employees and supervisors; project or site non-employees (e.g., contractors or clients of a project or site); or national service participants. Harassment is unacceptable in AmeriCorps offices or campuses and in other service-related settings such as convenings, training sessions, service sites, and at service-related social events, whether in-person or online.

Any discrimination or harassment, when substantiated, will result in corrective action, up to and including removal or termination of any individual engaging in such misconduct.

AmeriCorps Recipients permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Recipients are expected to take prompt action to effectively address service member and volunteer complaints. Recipients must immediately investigate complaints of discrimination or harassment and take appropriate measures to remedy the situation. Supervisors and managers of AmeriCorps programs and projects; when made aware of alleged discrimination or harassment by employees, service members and volunteers, or any other associated individuals; must report the matter to the personnel in the Recipient's organization who are responsible for investigating such claims or AmeriCorps' Office of Civil Rights (OCR). OCR conducts service member and volunteer discrimination and harassment inquiries.

Service members, volunteers, grantees, sub-grantees, and Recipients may contact OCR at eo@americorps.gov for information or assistance. Further details on AmeriCorps' civil rights complaint process can be found at 45 C.F.R. Part 1225. The full AmeriCorps non-harassment and civil rights policy can be found here:

<https://www.americorps.gov/about/agency-overview/civil-rights>.

B. Complaint procedures

Members have the right to report a concern or complaint about discrimination or discriminatory harassment to their host site supervisor, the MPCA's Minnesota GreenCorps program staff, the MPCA Community and Business Assistance Development Manager, or to the MPCA Human Resources Department. In fulfilling the obligation to maintain a positive and productive work environment, site supervisors, the MPCA's Minnesota GreenCorps staff, and the MPCA Human Resources Department are expected to address or report any suspected discrimination or discriminatory harassment.

Service members and volunteers who believe they have been subjected to treatment in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination

complaint proceedings (e.g., filing a complaint or acting as a witness) in any AmeriCorps program or project, may contact the OCR at 202-606-7503 or eo@americorps.gov. Recipients must contact OCR within 30 calendar days of an occurrence of discrimination or harassing conduct to initiate an inquiry in the civil rights complaint process.

Service members and volunteers are not required to use a program, project, or sponsor dispute resolution process before contacting OCR. While Recipients are expected to take prompt action to effectively address service member and volunteer complaints, Recipients cannot institute policies requiring any such matters be handled “in house.” If a service member or volunteer chooses to pursue another dispute resolution or complaint procedure, it does not suspend the 30 calendar-day time limit for contacting OCR. Discrimination and harassment claims that are not brought to the attention of OCR within 30 calendar days of the occurrence may not be accepted for investigation if a formal complaint of discrimination is filed.

The following is the contact information for the MPCA Human Resources Office:

Human Resources Office
Minnesota Pollution Control Agency
520 Lafayette Road North
Saint Paul, MN 55155
651-757-2587 (voice)
Kellie.McNamara@state.mn.us (email)

Members also have a right to contact other local, state, and federal government agencies, including:

Office of Equal Opportunity
202-606-7503 (voice); 202-565-2799 (TTY)
eo@americorps.gov (email)

C. Retaliation

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, members may bring a complaint to the attention of AmeriCorps. AmeriCorps prohibits any retaliatory action against a person who raises discrimination or harassment concerns.

IX. In-kind contributions

The MPCA does not charge a fee for participation in the Minnesota GreenCorps program. Per AmeriCorps regulations, host sites cannot provide financial contributions to the member; supplementing the member stipend or other costs of living is prohibited. However, host sites are expected to provide in-kind contributions in the form of operating costs (office space, internet, telephone) and professional development costs. The expected contribution for hosting one member is \$1,100, broken down into the following categories:

Category	Estimated minimum contribution per member
Professional development (trainings, conference registration, networking events, certifications, or other opportunities)	\$600
Operating costs (internet, phone, computer, other office equipment)	\$500

Host sites will be required to verify all in-kind contributions, including how expenses were calculated. In-kind contributions cannot be provided from a federal source of funds unless permission has been provided from the granting federal agency. Host sites are expected to maintain any source documentation for seven years.

X. Recital

- A. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
- B. The State is in need of agreeing upon rules of participation, roles, and responsibilities for host sites.
- C. The host site represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

XI. Survival of terms

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State audits; Government data practices; Governing law, jurisdiction, and venue; and Data disclosure.

A. Indemnification

In the performance of this Contract by the host site, or host site's agents or employees, the host site must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by host site's:

1. Intentional, willful, or negligent acts or omissions.
2. Actions that give rise to strict liability.
3. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the host site may have for the State's failure to fulfill its obligation under this Contract.

B. State audits

Under Minn. Stat. § 16C.05, subd. 5, the host site's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

C. Government data practices

Government data practices. The host site and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the host site under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the host site or the State.

If the host site receives a request to release the data referred to in this clause, the host site must immediately notify and consult with the State's Authorized Representative as to how the host site should respond to the request. The host site's response to the request shall comply with applicable law.

D. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

E. Data disclosure

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the host site consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the host site to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

XII. Certification

- This Agreement serves as a binding contract between the host site and the MPCA for the 2025-2026 program year. The terms of this Agreement will end on the member's last day of service or September 30, 2026, whichever is earlier. The MPCA may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the host site. Amendments to this Agreement may be made only with the consent of both parties and shall be done in writing.
- If a member exits the Minnesota GreenCorps program early either for cause or compelling personal circumstances, or is relocated to a different host site, this agreement will automatically end on the last day of the member's service at this host site.
- Failure to adhere to policies or to fulfill responsibilities outlined in this Agreement will become part of the selection criteria in the event of a re-application process for future year programs.
- **Termination for insufficient funding.** The State may immediately terminate this Agreement if it does not obtain funding from ServeMinnesota or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered here. Termination must be by written or fax notice to the host site. The State is not

obligated to pay for any work performed after notice and effective date of termination. However, the host site will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds. The State must provide the host site notice of the lack of funding within a reasonable time of the State's receiving that notice.

- By signing this Agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this Agreement.

Host Site

The host site certifies that the appropriate persons have executed the Agreement on behalf of the host site as required by applicable articles, bylaws, resolutions, or ordinances.

Host Site Authorized Representative

Print name: _____

Title: _____

Signature: _____

Date (mm/dd/yyyy): _____

Minnesota Pollution Control Agency (with delegated authority)

Print name: _____

Title: _____

Signature: _____

Date (mm/dd/yyyy): _____



Agenda Section:	Consent Agenda
Report Date:	08/01/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution to Authorize the City Manager and Mayor to renew the Ramsey County GIS Joint Powers Agreement

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution: X	Ordinance:
Contract/Agreement:	N/A or Other:

Votes Needed:

3 Votes: X	4 Votes:
5 Votes:	N/A:

Summary Statement:

Since the 1990's, the City of New Brighton has been a member of the Ramsey County Geographic Information Systems (GIS) Users Group by way of a Joint Powers Agreement (JPA). Much of the City's GIS data comes from the County, so this arrangement is highly beneficial to the City. Approximately every five years, the JPA must be examined and renewed to continue this long-standing partnership. The JPA outlines the structure of the User Group, identifies the GIS data the County will share with members, and sets the annual dues members must pay to continue membership. Dues go towards data collection and data creation, which includes important data sets such as parcel lines, addresses, buildings,

	water, roads, bridges, ownership, property value, taxes and aerial photos, just to name a few. These datasets are used to create most City maps, and are a vital decision-making tool for City staff and policymakers. Without this agreement, the City would need to create or purchase each one of these data sets, which would be extremely costly and time-consuming. There are no requested changes to the JPA language with this renewal.
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Recommendations:	Approval of the Resolution authorizing the City Manager and Mayor to renew the Ramsey County GIS Joint Powers Agreement through December 31st, 2030.
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Applicable Deadlines:	Renewals are desired by September 1st according to Ramsey County (formal deadline is end of the year)
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Community Impact:	This partnership is a significant benefit to the community as it provides the City with an important tool for a relatively small expense. As noted under "strategic priorities" below, this GIS data touches every strategic priority of the City.
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Legislative History:	This JPA has been in effect and renewed multiple times dating back to the 1990's
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets X	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		
		No	Yes: Dues are not going up for the next 5-year period (remaining at \$2,361.82 as required in the

			current JPA)
	Financing Sources:	Budgeted X	Budget Modification
	New Revenue	Use of Reserves	Other

Attachments:	Resolution, JPA Statement of Benefit, GIS JPA 2026-2030
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RESOLUTION ____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING THE CITY MANAGER AND MAYOR TO ENTER INTO
A JOINT POWERS AGREEMENT WITH RAMSEY COUNTY TO CONTINUE
MEMBERSHIP IN THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS
USER GROUP

WHEREAS, the City of New Brighton has need to maintain and update Geographic Information Systems (GIS) data for the benefit of many City plans and programs; and

WHEREAS, creation and maintenance of GIS data is very expensive and time consuming for all communities; and

WHEREAS, Ramsey County recognizes they are in the best position to lead GIS data creation and maintenance for all communities within the County; and

WHEREAS, beginning in the 1990's, the County and its Cities have entered into a Joint Powers Agreement (JPA) that allows participants to access and utilize County GIS data for local purposes; and

WHEREAS, the City of New Brighton has greatly benefited from having access to the continually updated data for over 30 years through this JPA; and

WHEREAS the current JPA will expire at the end of this year if not renewed; and

WHEREAS the proposed new JPA would run from 2026 through 2030, it includes no changes, and yearly dues are not increasing.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby authorized the City Manager and Mayor to enter into a Joint Powers Agreement with Ramsey County to continue membership in the Ramsey County Geographic Information Systems User Group.

Adopted this 12th day of August, 2025, by the New Brighton City Council with a vote of __ ayes and __ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Statement of Benefits

(3 pages)

The Ramsey County GIS Users Group

Statement of Purpose



Who is the Ramsey County GIS User Group?

The Ramsey County GIS Users Group (RCGISUG) is an alliance and partnership of municipal governments and watershed management units who make use of Geographic Information Systems operating within Ramsey County, Minnesota.

The RCGISUG was originally created as a 401(c)(3) in May of 1995 and established both a Joint Powers Agreement and cost-sharing process between itself and Ramsey County in Fall 1997. The User Group operates fully autonomously from Ramsey County, but partners with the County in a mutually beneficial, peer-to-peer relationship to leverage their shared talent, innovation, and fiscal resources.

What are our goals and objectives?

To provide a better service to the public by enabling elected officials and management the ability to make more informed decisions based on a wealth of public information which can be processed, analyzed, and displayed by GIS technology.

To enhance members access to data, techniques, and knowledge to more efficiently and affordably than would be possible by individual effort.

To contribute to the ongoing development and enhancement of the GIS data being maintained by all units of government operating in Ramsey County.

To promote collaborative relationships through data and knowledge-sharing between organizations.

To establish and maintain cost-sharing programs between organizations who wish to create and maintain enhanced GIS data.

To cooperate and work effectively with metropolitan and regional organizations in the promotion of GIS technology.

To ensure access to up-to-date and accurate geospatial data including parcel data, taxation and assessor information, socioeconomic data, aerial imagery, oblique imagery, LIDAR, contours, natural and constructed features including building outlines, street centerlines, trees, water, driveways, parking lots, and related data.

To provide our organizations the ability to view and access data beyond their own boundaries and leverage the expertise of partner organization.

To share geospatial data among all levels of government to assist them with their workflows.

How does the User Group work and what does it cost?

Two Joint Powers Agreements have been established, one between the Ramsey County GIS User Group Members and a second one between the RCGISUG and Ramsey County. These two Joint Power Agreements have the following purposes:

- To facilitate cost sharing for imagery data that is needed by all levels of government, enabling the cities and watershed management units to benefit from the contracting, vendor selection and procurement work conducted by Ramsey County
- To enable the members of the User Group to act and speak on behalf of their respective agency's interest in matters relating to the creation, access, sharing and use of geospatial data.

Funding: Each organization pays a one-time membership fee of \$500. Annual fees will be levied each year with an organization committing to a three-year participation upon joining the group. The fee amount for an organization is based on the latest census population.

Function: The User Group convenes quarterly to conduct its business, review projects and initiatives and engage with one another to promote its work. All User Group meetings are open to all public and private individuals and organizations.

What have we achieved so far?

Lead organization to introduce GIS knowledge and technology to government organization operating in Ramsey County government organizations.

Received the Governor's Geospatial Commendation Award in 2003.

Integral organization in creating new countywide GIS datasets such as pathways, recreation facilities, address points, storm data.

Created and maintained the first Ramsey County online mapping application in 2003 and assisted during the transition of the mapping site being managed by Ramsey County on behalf of all users in 2012.

Provided funds for an intern to work on the Ramsey County parcel rectification.

Provided resources for members to attend various training sessions including the ESRI annual conference.

Provided ongoing training and educational opportunities at quarterly meetings.

Contracted to get multiple sets of countywide historical aerial imagery photos going back to 1940 scanned for digital use.

Acquired high-quality/high-resolution impervious surface dataset in 2016.

Provided initial access to new imagery and imagery software: Pictometry/Eagleview in 2008 and NearMap in 2018.

Participated in the cost sharing of updated LIDAR data in 2022. This will provide updated topographic contour information.

Committed partnership and resources with Ramsey County for ongoing imagery resources through 2026.

Contact Info for the Ramsey County GIS Users Group:

Jolinda Stapleton (Current Chair), Jolinda.stapleton@cityofroseville.com, 651-792-7044

2026 – 2030 Joint Powers Agreement
(5 pages)

JOINT POWERS AGREEMENT
AMONG
MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Minn. Stat. §471.59 among Governmental Units for the purposes of forming the Ramsey County Geographic Information System Users Group ("Users Group").

ARTICLE I. INTENT OF THIS AGREEMENT

In 1995, an informal alliance, known as the Ramsey County Geographic Information System Users Group ("Users Group"), was formed among Governmental Units interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to establish and enable the Users Group to represent the parties to this Agreement for the purposes of undertaking negotiations and transactions.

ARTICLE II. DEFINITIONS

Section 1. **Members** means those Governmental Units that have executed this Joint Powers Agreement and have paid the annual membership dues as provided in Article X.

Section 2. **Governmental Unit** has the meaning set forth in Minnesota Statutes §471.59.

Section 3. **Users Group** means a group made up of one representative of each Member with the powers and responsibilities described in this Agreement.

ARTICLE III. GIS BOARD OF DIRECTORS STRUCTURE

Section 1. There is hereby created a GIS Board of Directors (Board).

Section 2. Each Member shall appoint one person to serve as a Director. Each Member may also appoint a person to serve as an Alternate Director. Members shall notify the Board in writing if the Director or Alternate Director changes.

Section 3. The Board shall have the following officers: a Chair, Vice Chair, Secretary, and Treasurer (Officers).

Section 4. All Officers will be elected by the Board in the first meeting of the agreement's term as identified in Article X.

Section 1. The Chair will be elected to a one-year term. The Vice-chair will be elected as Vice-chair in year one and Chair in year two. The Secretary will be elected annually for a three year term in which they will serve as Secretary in year one, Vice-chair in year two, and Chair in year three. The Treasurer will be elected by the Board for a five year term coinciding with the term of this agreement. Any Officer vacancies will be elected by the Board as-needed.

Section 5. The Officers shall serve on a voluntary basis without pay.

Section 6. A quorum will consist of at least 40% of the full membership of the Board, whether or not all vacancies have been filled.

Section 7. Decisions of the Board will be made by a majority of the quorum. Directors may vote and participate in all meeting proceedings from a remote site pursuant to Minnesota Statute 13D.02.

ARTICLE IV. DUTIES OF THE GIS BOARD OF DIRECTORS

Section 1. The Board shall meet at least two times per year.

Section 2. The Board shall approve and adopt the formula for the Users Group member dues annually by December 31 for the following year.

Section 3. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities. Meetings shall be held in accordance with Minnesota Statute 13D.01 .

Section 4. The Chair presides at Users Group meetings. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 5. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 6. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 7. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 8. The Board may:

- (i) Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law;
- (ii) Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;
- (iii) Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;
- (iv) Purchase, hold, or dispose of real and personal property;
- (v) Contract for space, commodities or personal services with a Member or group of Members;
- (vi) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;
- (vii) Appoint a fiscal agent.

ARTICLE V. NEW MEMBERS

Section 1. Any Governmental Unit that is not a party to the initial Agreement may join as a Member at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign this Joint Powers Agreement.

Section 3. New Members will pay the annual membership dues for the year in which the new Member is joining, as set by the Board pursuant to Article IV, Section 2, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

ARTICLE VI. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting party's own use where that GIS data has been in some way derived and/or developed from the County GIS Data accessed through this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data requested by Ramsey County for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

ARTICLE VII. DATA ACCESS AND USAGE

Section 1. All Members shall have equal rights to access Ramsey County GIS Data.

Section 2. Data generated by Ramsey County and provided to Members may not be sold in its original form to third party agencies. However, a Member may allow use of the original data by a third party for specific contracted purposes.

Section 3. Data which results from enhancement of Ramsey County GIS Data by a Member, received pursuant to this Agreement, may be made available to a third party.

Section 4. All Members will adhere to future Users Group license agreements for County or other agency GIS data.

ARTICLE VIII. DATA SECURITY

All Members agree to abide by the data privacy and data security standards of the Member when using Ramsey County GIS Data or any derivative or enhancement of the data.

ARTICLE IX. FINANCIAL MATTERS

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an annual budget prior to December 31 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be distributed promptly thereafter to the appointed Director of each Member.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership dues. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.

Section 4. Annual Membership Dues: Members shall commit to payment of Annual Membership Dues, except where limited by State Statutes.

Section 5. Billings to the Members are due and payable no later than 60 days after the receipt of the invoice. In the event of a dispute as to the amount of a billing, a Member must nevertheless make payment as billed to preserve membership status. The Member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group's right to receive payment survives termination of membership.

ARTICLE X. TERM

Section 1. The Term of this Agreement is January 1, 2026, through December 31, 2030.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2030 and be agreed upon and signed on or before December 31, 2030.

ARTICLE XI. TERMINATION

Each Member shall have the right to terminate its membership and participation in the Users Group by formal resolution of the Member's organization and communicated to the Board in writing. However, the Member is still obligated to its financial commitments for the year during which termination of membership occurs.

These commitments include:

- (i) Any balance of the Annual Membership Dues. This commitment applies to all Members;
- (ii) Any balance owing on Special Projects Assessments. This commitment applies to Members which have entered into any special project agreement(s).

ARTICLE XII. DISSOLUTION

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required number of Members requesting dissolution.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members in direct proportion to their cumulative annual contributions.

ARTICLE XIII. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

ARTICLE XIV. HOLD HARMLESS

Section 1. Each Member agrees to defend, indemnify, and hold the other Members harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees, against or incurred by such other Members, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by any Member, the Users Group of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Section 3. Under no circumstances, however, shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY

The Members and the Users Group agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.

ARTICLE XVI. DATA PRACTICES

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and the Users Group agree to abide strictly by these statutes, rules, and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this ____ day of _____, 2025.

ORGANIZATION _____

Approved:

By: _____

(Name, Title) (Mayor/Board of Managers President)

By: _____

(Name, Title) (City Manager/Administrator)

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:

Name: _____

Phone: _____

Email: _____

ALTERNATE DIRECTOR (IF APPLICABLE):

Name: _____

Phone: _____

Email: _____

By: _____

(Chris Kucek, Chair of Users Group)



Agenda Section:	Consent Agenda
Report Date:	08/05/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Ordinance 921 Amending Chapter 10, Article XIX of the City Code Updating Gambling Permit Regulations

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance: X
Contract/Agreement:	N/A or Other:

Votes Needed:

3 Votes: X	4 Votes:
5 Votes:	N/A:

Summary Statement:

This ordinance brings City Code into alignment with established practices regarding lawful gambling. It clarifies the approval process, removes gambling restrictions beyond state law, and adopts MN Statutes Chapter 349 by reference.

Recommendations:

Approve Ordinance 921 to update City Code Chapter 10, Article XIX regarding gambling permit regulations.

Applicable

None

Deadlines:	
-------------------	--

Community Impact:	This change removes a non-implemented local permitting requirement in City Code that created confusion and redundancy. These changes support the continued work of nonprofit organizations that use gambling proceeds to benefit the community and connect with underserved populations.
--------------------------	--

Legislative History:	As part of the city's recodification project, which culminated in the adoption of a new city code effective January 1, 2025, staff identified local gambling permitting language in City Code that had not been part of city processes in at least a decade. Because the recodification process did not include policy changes, the provision was not removed at that time. This ordinance completes that work by formally repealing the unused local permitting requirement to align the code with current city practices.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	Ordinance 921 Gambling Permit Regulations
---------------------	---

ORDINANCE NO. 921

**STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON**

**AN ORDINANCE AMENDING CHAPTER 10, ARTICLE XIX OF THE CITY CODE
CONCERNING GAMBLING**

THE CITY COUNCIL OF THE CITY OF NEW BRIGHTON ORDAINS AS FOLLOWS:

SECTION 1. Chapter 10, Article XIX of the New Brighton City Code is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

ARTICLE XIX- GAMBLING.

Sec. 10-649. - Authority and purpose.

This article is adopted by the city pursuant to its authority under M.S.A. § 349.213 and such other authority as may apply. The purpose of this article is to regulate lawful gambling within the city, to prevent its commercialization, to ensure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

Sec. 10-650. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the state gambling control board.

Licensed organization means an organization that is licensed by the board.

Local approval means approval from the City Council via resolution, as required by M.S.A § 349.213, subdivision 2(1) and Minnesota Rule Part 7861.0340, subpart 1 (H).

~~Local permit means a permit issued by the city.~~

Trade area means the Cities of New Brighton, Columbia Heights, Saint Anthony, Roseville, Fridley, Mounds View, and Arden Hills.

Sec. 10-651. - Adoption of state law by reference.

Except as otherwise herein limited and qualified, M.S.A. ch. 349, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by the city by reference and are made a part of this article as if set out in full. It is the intent of the city council that all future amendments of M.S.A. ch. 349 are hereby adopted by reference or referenced as if they had been in existence at the time this article was adopted.

~~Sec. 10-652. - City may be more restrictive than state law.~~
~~The city council is authorized by the provisions of M.S.A. § 349.213 to impose and has imposed in this article, additional restrictions on gambling within its limits beyond those contained in M.S.A. ch. 349. Reserved~~

Sec. 10-653. - Applicability.

This article shall be construed to regulate all forms of lawful gambling within the city, with the exception of the following:

- (1) Bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if:
 - a. The prizes for a single bingo game do not exceed \$10.00;
 - b. Total prizes awarded at a single bingo occasion do not exceed \$200.00;
 - c. No more than two bingo occasions are held by the organization or at the facility each week;
 - d. Only members of the organization or residents of the nursing home or housing project are allowed to play in a bingo game;
 - e. No compensation is paid for any persons who conduct the bingo; and
 - f. A manager is appointed to supervise the bingo;
- (2) Bingo conducted by an organization in conjunction with a county fair, state fair, or a civic celebration for no more than 12 consecutive days;
- (3) Bingo conducted by an organization on four or fewer days in a calendar year; and
- (4) Raffles conducted by an organization that does not award raffle prizes with a total value in excess of \$1,500.00 in a calendar year or \$5,000.00 if the organization is a 501(c)(3) organization.

Sec. 10-654. - Lawful gambling permitted.

Lawful gambling is permitted within the city provided it is conducted in accordance with M.S.A. §§ 609.75—609.763 and 349.11—349.23 and this article. Lawful gambling shall not be conducted unless all requirements set forth in this article and state statutes have been met.

Sec. 10-655. – Local Approval permits.

- ~~(a)~~ No organization shall conduct lawful gambling excluded or exempted from state licensure requirements by M.S.A. § 349.166 without ~~a valid local approval permit~~. This section shall not apply to lawful gambling exempted from local regulation by section 10-653.
- ~~(b)~~ Applications for issuance or renewal of a local permit shall be on a form prescribed by the city. The application shall contain the following information:
Requests for local approval shall be submitted to the City Clerk and shall include the:

- (1) Name and address of the organization requesting the approval permit;

- (2) Name and address of the officers and person accounting for receipts, expenses, and profits for the event; and
 - ~~(3) Dates of gambling occasion for which permit is requested;~~
 - ~~(4) (3) Address of premises where event will occur; and~~
 - ~~(5) Estimated value of prizes to be awarded.~~
- (c) ~~The fee for a local permit shall be established by ordinance and included in the city's fee schedule. The fee shall be submitted with the application for a local permit. This fee shall be refunded if the application is withdrawn before the investigation is commenced. No fee will be assessed for an off-site permit issued pursuant to M.S.A. § 349.165, subd. 5.~~
- (d) ~~Upon receipt of an application for issuance or renewal of a local permit, the city clerk shall transmit the notification to the director of public safety for review and recommendation.~~
- (e) ~~The director of public safety shall investigate the matter and make review and recommendation to the city council as soon as possible, but in no event later than 45 days following receipt of the notification by the city.~~
- (f) ~~The applicant shall be notified in writing of the date on which the city council will consider the recommendation.~~
- (g) ~~The city council shall receive the director of public safety's report and consider the application within 45 days of the date the application was submitted to the city clerk.~~
- ~~(h)~~ (e) Denial of local approval or approval of application.
- (1) The city council shall may deny a request for local approval an application for issuance or renewal of a local permit for any of the following reasons:
 - a. Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three years;
 - b. Violation by the on-sale establishment, or organization leasing its premises for gambling, of any state statute, state rule, or city ordinance relating to the operation of the establishment, including, but not limited to, laws relating to the operation of the establishment, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice and protection of public safety within the last three years; or
 - c. ~~Failure of the applicant to pay the local permit fee provided by this section within the prescribed time limit, if required;~~
 - ~~or~~
- ~~d.~~ c. Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.
- ~~c.~~ Otherwise, the city council shall approve the application.

Sec. 10-656. - Revocation and or suspension of a local approval permit.

- ~~(a) A local permit approval may be revoked, or temporarily suspended by the city council for a violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling.~~
- ~~(b) A local permit shall not be revoked or suspended until notice and an opportunity for a hearing have first been given by the city to the permitted person. The notice shall be personally served or sent by certified mail. If the person refuses to accept notice, notice of the violation shall be served by posting it on the premises. The notice shall state the provision reasonably believed to be violated. The notice shall also state that the permitted person may demand a hearing on the matter, in which case the permit will not be suspended until after the hearing is held. If the permitted person requests a hearing, the city council shall hold a hearing on the matter at least one week after the date on which the request is made. If, as a result of the hearing, the city council finds that a violation exists, then it may suspend or revoke the permit.~~

Sec. 10-657. - Notification of material changes to local approval request. ~~permit application.~~

An organization holding a local permit shall notify the city within ten days in writing whenever any material change is made in the information submitted to the City Clerk for local approval on the application.

Sec. 10-658. - Designated trade area.

- (a) Each organization licensed to conducting lawful gambling within the city shall expend five to 40 percent of its lawful purpose expenditures on lawful purposes conducted within the city's trade area.
- (b) This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the city's jurisdiction.
- (c) The requirements of this section shall not apply to organizations that were licensed by and have obtained a premises permit from the state gambling control board to conduct lawful gambling at a premises within the city as of November 22, 2016. If the organization's license or premises permit lapses, is terminated, suspended or revoked, it shall then be subject to the requirements of this section for any lawful gambling that it conducts within the city, regardless of whether the lawful gambling is being conducted on the premises in which it was previously being conducted or a different premises.

Sec. 10-659. - Application and local approval of premises permits.

- (a) Permit required. Licensed lawful gambling shall not be conducted on a premises unless the organization conducting the lawful gambling has obtained a premises permit from the board and has obtained all other

permits and permissions as required by law, including, but not limited to, a resolution from the city council ~~approving the permit-granting local approval~~. The resolution must have been adopted by the city council within 90 days of the date of the application for the new permit.

- (b) Local notice. An organization that obtains a premises permit from the board shall provide the city with a copy of the permit within ten days of its receipt of the permit.

Sec. 10-660. - Records and reporting.

- (a) Organizations conducting lawful gambling shall file with the city clerk one copy of all records and reports required to be filed with the board, pursuant to M.S.A. ch. 349, and rules adopted pursuant thereto. The records and reports shall be filed on or before the day they are required to be filed with the board.
- (b) Organizations licensed by the board shall file a report with the city proving compliance with the trade area spending requirements imposed by section 10-658. Such report shall be made on a form prescribed by the city and shall be submitted annually and in advance of application for renewal.

Sec. 10-661. - Permit display.

All ~~local permits~~ and premises permits shall be prominently displayed at the premises where gambling is conducted.

Secs. 10-662—10-680. - Reserved.

SECTION 2. Effective Date. This Ordinance shall take effect upon its adoption by the City Council and its publication in the City's official newspaper.

Adopted this ____ day of ____, 20____ by the New Brighton City Council with a vote of ____ ayes and ____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk



Agenda Section:	Consent Agenda
Report Date:	08/06/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution for Summary Publication of Ordinance 921

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution: X	Ordinance:
Contract/Agreement:	N/A or Other:

Votes Needed:

3 Votes:	4 Votes: X
5 Votes:	N/A:

Summary Statement:

- MN State Statute 412.101 subdivision 4 requires Ordinances to be published in the City's legal newspaper.
- This same statute allows City Councils to authorize publication of the ordinance by title and summary upon passage of a Resolution with a four-fifths vote if the ordinance is large and or would be costly to publish.

Recommendations:	Approve a Resolution Authorizing Publication of Ordinance No. 921 by Title and Summary
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Applicable Deadlines:	NA
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Community Impact:	• Publishing a summary paragraph will be less expensive than publishing the 2-page ordinance in its entirety. • Publishing a summary allows staff to explain the purpose of the ordinance in plain language making it more accessible and easily understood by the public. • Copies of Ordinance 921 in its entirety and the proposed City Code will be available for inspection at City Hall during regular office hours.
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Legislative History:	It is common to approve publication of ordinances by title and summary to save money and explain legislative changes in plain language.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$ It saves the City money
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	RESOLUTION APPROVING A SUMMARY PUBLICATION FOR ORDINANCE
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	NO. 921
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RESOLUTION No. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPROVING A SUMMARY PUBLICATION FOR ORDINANCE No. 921

WHEREAS, the City Council of the City of New Brighton has adopted the above referenced ordinance amending Chapter 10, Article XIX of City Code concerning Gambling; and

WHEREAS, Minnesota Statutes, section 412.191, subdivision 4 allows publication by title and summary in the case of lengthy ordinances or those containing maps or charts; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of Ordinance No. 921 ;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following summary of Ordinance No. 921 shall be published in the official newspaper in lieu of the entire ordinance:

SUMMARY PUBLICATION

Ordinance No. 921:
AN ORDINANCE AMENDING CHAPTER 10, ARTICLE XIX OF THE CITY CODE
CONCERNING GAMBLING

Ordinance No. 912 was adopted by the City Council of the City of New Brighton on August 12, 2025 revising Chapter 10, Article XIX of the City Code to update local Gambling regulations, including the replacement of the local permitting process with a local approval process. The full ordinance is available for review at New Brighton City Hall, 803 Old Highway 8 NW, New Brighton, Minnesota, 55112 during regular office hours or by contacting City Clerk Terri Spangrud at terri.spangrud@newbrightonmn.gov or 651-638-2045.

ADOPTED this 12th day of August, 2025 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk



Agenda Section:	Consent Agenda
Report Date:	08/06/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Plans and Specifications and Authorization to Advertise for Bids for City Project 25-2B, 2025 Mill and Overlay

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	N/A or Other: X

Votes Needed:

3 Votes: X	4 Votes:
5 Votes:	N/A:

Summary Statement:

In 1980, City Council adopted a Comprehensive Street Plan to guide future maintenance and reconstruction of the street and alley system throughout the city. The plan included a replacement schedule for each street segment every 25-30 years. Over time, staff identified that the way New Brighton was originally developed would result in large volumes of street reconstruction occurring in certain years, leading to potentially significant levy impacts.

In 2015, staff worked with the City Council to rebalance the 30-year street replacement plan. This was achieved by incorporating mill and

	overlay projects to delay full reconstruction, effectively spreading out costs. The result was an average of 2 miles of street reconstruction per year. The 2025 mill and overlay project is the first effort under this rebalanced approach and includes approximately 2.29 miles of streets. The project covers a mix of Municipal State Aid (MSA) routes and local city streets. MSA street segments will be funded with MSA construction and maintenance funds, while the local street segments will be funded with Street Fund 422.
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Recommendations:	Approve the plans and specifications for Public Improvement Project 25-2B, 2025 Mill and Overlay and authorize staff to publicly advertise for bids.
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Applicable Deadlines:	N/A
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Community Impact:	Providing cost-effective, high-quality streets.
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Legislative History:	None
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets X	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: Estimated \$529,000
	Financing Sources:	Budgeted X		Budget Modification
	New Revenue	Use of Reserves		Other

Attachments:	25-2B Title Sheet, 2025 Mill & Overlay Project Map
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RAMSEY COUNTY & CITY OF NEW BRIGHTON

CONSTRUCTION PLAN FOR: BITUMINOUS MILL & OVERLAY

MUNICIPAL STATE AID PROJECTS NO.
147-106-002, 147-107-005, 147-103-014, 147-108-006

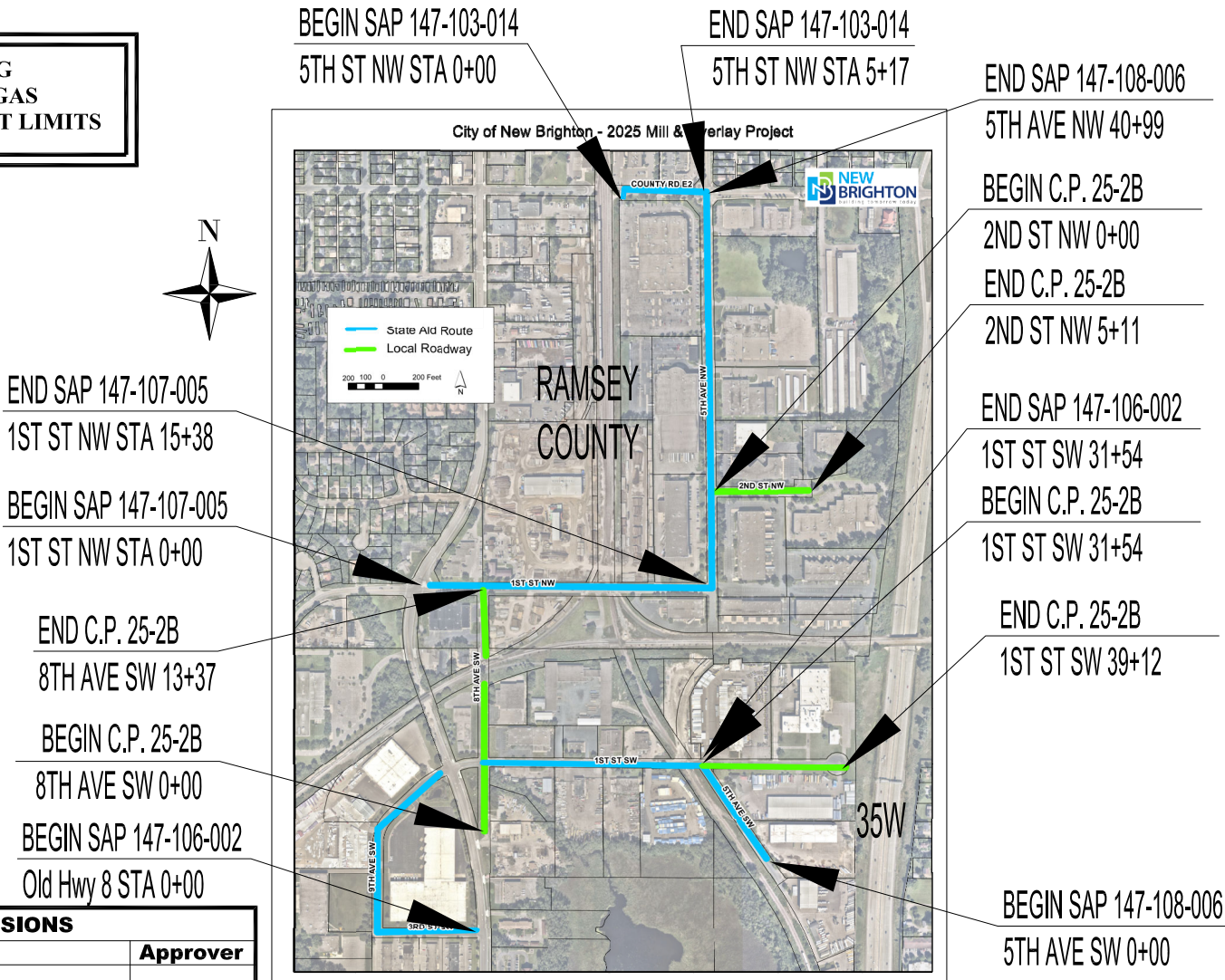
S.A.P. 147-106-002 LOCATED ON: 3RD ST SW, 9TH AVE SW, 1ST ST SW FROM: OLD HIGHWAY 8 (AT 3RD ST SW) TO: 5TH AVE SW
S.A.P. 147-107-005 LOCATED ON: 1ST ST NW FROM: OLD HIGHWAY 8 TO: 5TH AVE NW
S.A.P. 147-103-014 LOCATED ON: 5TH ST NW FROM: 5TH AVE NW TO: 460' WEST
S.A.P. 147-108-006 LOCATED ON: 5TH AVE SW AND 5TH AVE NW FROM: 800' SOUTH OF 1ST ST SW TO: 1ST ST NW TO CSAH 73

STATE PROJ. NO.	147-106-002	STATE PROJ. NO.	147-101-005	STATE PROJ. NO.	147-103-014	STATE PROJ. NO.	147-108-006
GROSS LENGTH:	3154 FEET MILES	GROSS LENGTH:	1538 FEET MILES	GROSS LENGTH:	517 FEET MILES	GROSS LENGTH:	4099 FEET MILES
BRIDGES-LENGTH:	FEET MILES	BRIDGES-LENGTH:	FEET MILES	BRIDGES-LENGTH:	FEET MILES	BRIDGES-LENGTH:	FEET MILES
EXCEPTIONS-LENGTH:	FEET MILES	EXCEPTIONS-LENGTH:	FEET MILES	EXCEPTIONS-LENGTH:	FEET MILES	EXCEPTIONS-LENGTH:	FEET MILES
NET LENGTH:	3109 FEET MILES	NET LENGTH:	1538 FEET MILES	NET LENGTH:	517 FEET MILES	NET LENGTH:	3138 FEET MILES
REF. POINT:	0+00 TO REF. POINT 31+54	REF. POINT:	0+00 TO REF. POINT 15+38	REF. POINT:	0+00 TO REF. POINT 5+17	REF. POINT:	0+00 TO REF. POINT 40+99

MUNICIPAL 25-2B, MILL & OVERLAY
C.P. 25-2B

C.P. 25-2B LOCATED ON: 8TH AVE NW & 8TH SW FROM: 8TH AVE SW TO: 1ST ST NW
C.P. 25-2B LOCATED ON: 1ST ST SW FROM: 5TH AVE SW TO: END
C.P. 25-2B LOCATED ON: 2ND ST NW FROM: 5TH ST NW TO: END

WARNING
NATURAL GAS
WITHIN PROJECT LIMITS



ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MMUTCD, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

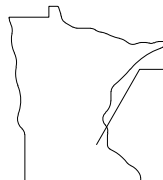
NOTE: THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THIS PLAN IS ONLY APPROXIMATE. THE EXACT LOCATIONS OF UTILITIES ARE TO BE LOCATED BY THE INDIVIDUAL UTILITY COMPANIES THROUGH GOPHER STATE ONE CALL (651) 454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

STATE AID APPROVALS

District State Aid Engineer: Reviewed For Compliance With State-Aid Rules/Policy Date: _____

Approved For State Aid Funding: State Aid Engineer Date: _____



PROJECT LOCATION
RAMSEY COUNTY
METRO DISTRICT

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-4	STATEMENT OF ESTIMATED QUANTITIES / DETAILS
5	TYP. SECTIONS
6-11	PEDESTRIAN RAMP DETAILS
12-20	CONSTRUCTION PLANS
21-31	STRIPING PLANS

THIS PLAN CONTAINS 31 SHEETS



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: CRAIG SCHLICHTING LICENSE # 41295

DATE: _____ SIGNATURE: *Craig Schlichting*

DESIGN SQUAD: DUSTIN LIND, CARL GILLIES

RECOMMENDED FOR APPROVAL _____ 20
RAMSEY COUNTY ENGINEER

RECOMMENDED FOR APPROVAL _____ 20
DISTRICT MATERIALS ENGINEER

RECOMMENDED FOR APPROVAL _____ 20
STATE PRE-LETTERING ENGINEER

OFFICE OF LAND MANAGEMENT APPROVAL _____ 20
DIRECTOR, LAND MANAGEMENT

APPROVED _____ 20
STATE DESIGN ENGINEER

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

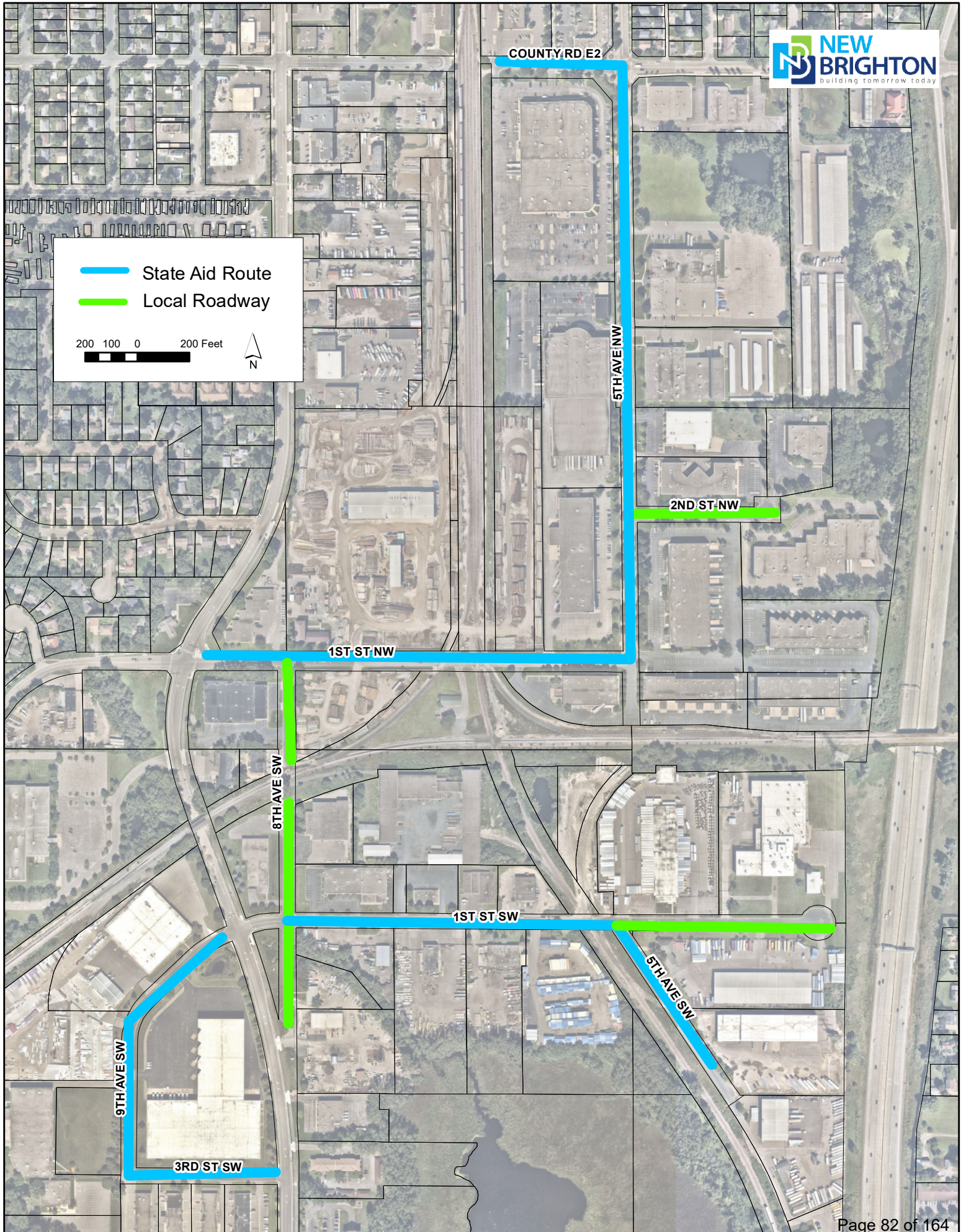
PRINT NAME: CRAIG SCHLICHTING LICENSE # 41295

DATE: _____ SIGNATURE: *Craig Schlichting*

STATE AID PROJ. NO. 147-106-002, 147-107-005, 147-103-014, 147-108-006
STATE PROJ. NO.

SHEET NO. 1 OF 31 SHEETS

PLAN REVISIONS		
Date	Revisions	Approver



Agenda Section:	Consent Agenda
Report Date:	08/06/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Temporary Liquor License for AccessAbility's Annual "Summer FUNdraiser" at Lions Park

Action Requested:

Public Hearing:	<u>Motion: X</u>
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	<u>N/A or Other: X</u>

Votes Needed:

<u>3 Votes: X</u>	4 Votes:
5 Votes:	N/A:

Summary Statement:

- AccessAbility is applying for a temporary On-Sale Liquor License for their Annual summer fundraiser scheduled for September 13, 2025 at Lions Park.
- The \$100 temporary liquor license fee and all paperwork have been submitted.

Recommendations:	Approve the temporary liquor license application for AccessAbility's summer fundraiser event
-------------------------	--

Applicable Deadlines:	The state requires a minimum of 30 days to process liquor licenses.
------------------------------	---

Community Impact:	AccessAbility is dedicated to their mission of providing employment opportunities to persons with various barriers to employment and to offer enrichment opportunities such as our evening stars events (dinners, dances, holiday parties) and special Olympic teams to give the people they serve opportunities they might not otherwise have. The funds from this fundraiser will cover registration fees for Special Olympics programming, purchase uniforms for their athletes, and ensure reliable transportation to practices and tournaments to lower barriers to participation and increase involvement for vulnerable populations.
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Legislative History:	City Code Chapter 4 regulates temporary on-sale liquor licenses.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	<u>N/A</u>

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	None
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Agenda Section:	Consent Agenda
Report Date:	08/06/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Professional Service Agreement with E.G. Rud and Sons, Inc. for City Project 26-1, 2026 Street Rehabilitation

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement: X	N/A or Other:

Votes Needed:

3 Votes: X	4 Votes:
5 Votes:	N/A:

Summary Statement:

City Project 26-1, 2026 Street Rehabilitation is proposed to include the rehabilitation of approximately 2.29 miles of streets. The project scope includes watermain and service line replacements, storm sewer improvements, curb and gutter replacement, street width reductions, and the addition of multi-use trails in accordance with the Living Streets Plan. To support the design process of the proposed improvements, a high level of detailed data collection will be required.

Funding for City Project 26-1 will come from a combination of City of New Brighton general taxes, special assessments, utility improvement

	funds, and MSA funds. Surveying costs along MSA designated routes are eligible for MSA reimbursement.
--	---

Recommendations:	Authorize the Director of Community Assets and Development to enter into a professional service agreement with E.G. Rud and Sons, Inc. for preliminary project surveying for City Project 26-1, 2026 Street Rehabilitation.
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Applicable Deadlines:	N/A
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Community Impact:	Enhancing public infrastructure to better meet community needs.
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Legislative History:	None
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets X	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$55,940.00
	Financing Sources:	Budgeted X	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	July 23, 2025 E.G. Rud & Sons Estimate
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To: Dustin Lind
City of New Brighton

From: Jason Rud

Re: Estimate for 2026 Street Rehabilitation Project:
E25099

Date: July 23, 2025

Following review of your request for proposal and existing information we have prepared the below estimate and anticipated scope of work for your street rehabilitation project:

Base Mapping Scope of Work

(Survey work is being completed to prepare base map for city's design needs, 2.3 miles of street.)

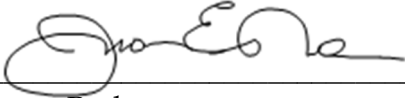
- Office computations, setup, and project management.
- Preparation and drafting of an electronic base map with adjoining parcel boundaries drafted based upon record plats.
- Field establish horizontal and vertical survey control, based upon Ramsey County coordinate system and MNDOT (NAVD 88) benchmark system.
- Field gathering of cross sections and topography at 50 foot intervals for the entire project.
- Cross Sections to include shots on existing centerline, edge of bituminous, top of curb and extend to existing platted right of way.
- Cross Sections to include street low points/ high points, visible improvements, mail boxes, signs, driveway location and materials, and information.
- Field locate underground markings as flagged within project corridor. City to coordinate locate.
- Field locate overhead wires, utility boxes and poles.
- Field locate existing trees within existing 66 foot right of way, and include species and caliper.
- Field locate existing storm sewer rims, inverts, and pipe sizes.
- Field locate existing sanitary sewer rims and inverts, and locate visible water main features.
- Office import field information and prepare topographic base map survey depicting the above information for City's design use.
- Deliverables: AutoCAD 2022 .dwg file, xml file, surface and signed PDF files.

Estimated Surveying Price: \$55,940.00 (NTE)

Additional Information

- Project schedule is dependent upon timely completion of utility locates, by others.
- This estimate is prepared based upon the assumption that no significant snowfall will occur.
- Any additional work requested beyond this scope of work to be billed at current hourly rates.
- E.G. Rud and Sons terms are net 30 days.

Thank you for the opportunity to provide you with an estimate on this project. Please call me at 651-361-8200 with any additional questions.



Jason Rud

July 23, 2025

Date

Client

Date

If this estimate is acceptable, please sign and e-mail or fax back to E.G. Rud and Sons at 651-361-8701.

Agenda Section:	Consent Agenda
Report Date:	08/07/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Gambling Exempt Permit for AccessAbility Inc

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	N/A or Other:

Votes Needed:

3 Votes:	4 Votes:
5 Votes:	N/A: X

Summary Statement:

AccessAbility, Inc. is applying for exemption from the state lawful gambling license to conduct a raffle at their annual summer fundraiser being held September 13, 2025 at Lions Park.

Recommendations:

Approve staff to sign off on AccessAbility Inc.'s Gambling Exempt Permit Application

Applicable Deadlines:

The State Alcohol and Gambling Enforcement Division requires a minimum of 30 days for processing.

Community Impact:	AccessAbility is dedicated to their mission of providing employment opportunities to persons with various barriers to employment and to offer enrichment opportunities such as our evening stars events (dinners, dances, holiday parties) and special Olympic teams to give the people they serve opportunities they might not otherwise have. The funds from this fundraiser will cover registration fees for Special Olympics programming, purchase uniforms for their athletes, and ensure reliable transportation to practices and tournaments to lower barriers to participation and increase involvement for vulnerable populations.
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Legislative History:	Minnesota State law requires the City to sign the form before the applicant can submit their application to the Gambling Control Board.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	None
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Agenda Section:	Consent Agenda
Report Date:	08/07/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution for Public Safety Staff to Enter Into a Grant Agreement with the Minnesota Department of Public Safety

Action Requested:

Public Hearing:	<u>Motion: X</u>
Discussion:	Informational:

Form of Action:

<u>Resolution: X</u>	Ordinance:
Contract/Agreement:	N/A or Other:

Votes Needed:

<u>3 Votes: X</u>	4 Votes:
5 Votes:	N/A:

Summary Statement:

The New Brighton Department of Public Safety was awarded \$25,000 in grant funding from the Minnesota Department of Public Safety for the Auto Theft Prevention Program. The grant program provides funds for local projects that aid in the investigation and prosecution of auto theft suspects, prevention of auto thefts and collaboration between law enforcement agencies working to reduce auto theft.

Recommendations:

Adopt Resolution

Applicable Deadlines:	None
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Community Impact:	Funding will aid the New Brighton Department of Public Safety's efforts to provide the highest level of police services to residents and visitors of the City of New Brighton
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Legislative History:	The automobile theft prevention special revenue account is the funding source for the grant (Minn. Stat. §§ 297I.11 and 65B.84). Approximately \$2,000,000 in funds are available for this grant. Funds will be allocated through a competitive process, with applications reviewed by the Automobile Theft Prevention Advisory Board and staff at the BCA.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	<u>City Assets: X</u>	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	<u>Yes: \$ 25,000</u>
	Financing Sources:	Budgeted	Budget Modification	
	<u>New Revenue: X</u>	Use of Reserves	Other	

Attachments:	Resolution - MN Auto Theft Grant, Grant Contract Agreement
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RESOLUTION No. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT – MINNESOTA DEPARTMENT OF PUBLIC SAFETY,
Auto Theft Prevention Program**

WHEREAS, the New Brighton Department of Public Safety is responsible for providing 24-hour police services in the City of New Brighton, including crime prevention and the investigation and prosecution of motor vehicle thefts;

WHEREAS, the Minnesota Department of Public Safety is funding the Auto Theft Prevention grant program to reduce the rate of automobile theft and aid in the investigation and prosecution of auto theft suspects;

Whereas, the New Brighton Department of Public Safety applied for grant funding from the Minnesota Department of Public Safety for the 2025 Auto Theft Prevention grant program to aid in its enforcement efforts;

Whereas, the New Brighton Department of Public Safety grant application was approved;

Whereas, the New Brighton Department of Public Safety received \$25,000 for the grant contract agreement term of 07/01/2025 through 06/30/2027;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton

1. The City of New Brighton enter into a grant agreement with the Minnesota Department of Public Safety, for the Auto Theft Prevention grant program during the period from July 1, 2025 through June 30, 2027;
2. Sergeant Matt Farmer is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the New Brighton Department of Public Safety and to be the fiscal agent and administer the grant;

ADOPTED this 12th day of August 2025 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

ATTEST:

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

Terri Spangrud, City Clerk



Minnesota Department of Public Safety ("State") Bureau of Criminal Apprehension 1430 Maryland Avenue East St. Paul, MN 55106	Grant Program: Auto Theft Prevention Program Grant Contract Agreement No.: A-ATPP-2026/27-NEWBRICI-026
Grantee: City of New Brighton 785 Old Hwy 8 NW New Brighton, MN 55112	Grant Contract Agreement Term: Effective Date: 07/01/25 Expiration Date: 06/30/27
Grantee's Authorized Representative: Matt Farmer, Sergeant 785 Old Hwy 8 NW New Brighton, MN 55112 651-288-4159 Matt.farmer@newbrightonmn.gov	Grant Contract Agreement Amount: Original Agreement \$ 25,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Chris Huhn, Assistant Special Agent in Charge 1430 Maryland Avenue East St. Paul, MN 55106 651-262-3164 chris.huhn@state.mn.us	Federal Funding: CFDA/ALN: FAIN: N/A State Funding: Minnesota Statute 65B.84 Special Conditions See Exhibit B

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Auto Theft Prevention Program Application ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 1430 Maryland Avenue East, St. Paul, MN 55106. The Grantee shall also comply with all requirements referenced in the Auto Theft Prevention Program Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the



matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-ATPP-2026/27-NEWBRICI-026 / 3000104460

Project No.(indicate N/A if not applicable): _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: Matt Farmer

Print Name: Matt Farmer

Title: Sergeant

Date: 8/7/25

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

**Exhibit A****Grantee's Budget
(New Brighton)**

Budget: The Grantee's eligible costs include actual costs incurred invoiced as reimbursement per State requirements. These costs include labor/fringe, subcontractors, equipment, marketing, printing, materials, supplies, and travel (subject to the guidelines of the "Commissioner's Plan"). These costs are reflected in the following categories which align with the Tasks in Exhibit B.

Category	FY 2026	FY 2027	Total Amount
1. Personnel	\$ 0.00	\$ 0.00	\$ 0.00
2. Payroll Tax & Fringe	\$ 0.00	\$ 0.00	\$ 0.00
3. Contract Services	\$ 12,500.00	\$ 12,500.00	\$ 25,000.00
a. ALPR Equipment	\$12,500.00	\$12,500.00	
4. Travel	\$ 0.00	\$ 0.00	\$ 0.00
5. Training	\$ 0.00	\$ 0.00	\$ 0.00
6. Office Expense	\$ 0.00	\$ 0.00	\$ 0.00
7. Program Expenses	\$ 0.00	\$ 0.00	\$ 0.00
8. Equipment Over \$5,000 Per Unit	\$ 0.00	\$ 0.00	\$ 0.00
9. Other	\$ 0.00	\$ 0.00	\$ 0.00
Total Grant Award:	\$ 12,500.00	\$ 12,500.00	\$ 25,000.00

**Exhibit B****Grantee's Duties and Expectations**

The Grantee shall do all the things necessary to complete the following tasks according to the following schedule:

Task	Description	Completion Date
Task 1.	Consideration and Payment	Ongoing
1.1	Consideration. The State will pay for all services performed by the Grantee under this grant contract as follows: 1.1.1 Compensation. The Grantee will be paid, upon reimbursement, an amount not to exceed: 1.1.1.1 \$12,500.00 available for fiscal year 2026 1.1.1.2 \$12,500.00 available for fiscal year 2027 of actual eligible costs incurred in the performance of the Grantee's duties according to the breakdown of costs contained in the grant budget (Exhibit A), which is attached and incorporated into this grant contract. 1.1.2 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$25,000.00.	
1.2	Line-Item Changes. Expenditures specified in Exhibit A may not be moved from one line-item to another unless in accordance with the requirements listed below: 1.2.1 Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year. 1.2.2 Any fund transfers must be approved in advance in writing by the State's Authorized Representative and will not be effective until an amendment to this Agreement has been executed.	
1.3	Invoices. The state will reimburse the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Amounts submitted on each invoice must reflect goods ordered and services rendered during the specific invoice period for each invoice. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 25th following the end of the fiscal year.	
Task 2.	Equipment	
2.1.	Purchase orders for equipment authorized to be purchased with grant funds will be made within 30 days of the start of the State's Fiscal Year, unless approved by the Auto Theft Prevention Program Grant Manager.	7/30/2025 & 7/30/2026
2.2.	Equipment purchased will be installed and operational by the end of the calendar year, unless approved by the Auto Theft Prevention Program Grant Manager.	12/31/2025 & 12/31/2026
2.3.	The use of equipment will be documented on the grantee's quarterly narrative report.	
2.4.	An evaluation of the equipment will be completed in quarterly reports and the final report.	
2.5.	An inventory of equipment purchased with grant funds shall be submitted and updated if/when	



Task	Description	Completion Date
2.6.	equipment inventory changes.	Ongoing
2.7.	Approval is required for equipment not specified in Exhibit A.	
2.7.	Approval is required for the disposal of capital equipment at any time during the term of the grant, and for 5 years from the date of purchase of the equipment or before the equipment has a value of less than \$5,000.00, whichever comes first.	Periodically
Task 3.	Meetings	
3.1.	The agency will send a representative to intelligence meetings/trainings organized by the State.	Ongoing
Task 4.	Overtime	
4.1.	Employee receiving overtime under the grant will complete a report indicating: name, date, hours worked, case number or detailed description, general description of work, number of arrests, vehicles recovered, search warrants executed (if any), and overtime rate.	Ongoing
Task 5.	Training	
5.1.	Staff attending training with grant funds shall be approved by the Auto Theft Prevention Program Grant Manager.	Ongoing
5.2.	Staff shall submit an evaluation of the training with the next quarterly report.	
Task 6.	Reporting/Invoicing	Ongoing
6.1.	Conduct conferences as needed with the Auto Theft Prevention Program Grant Manager to apprise him/her on progress accomplishments and issues encountered.	
6.2.	Schedule project update meetings as necessary to inform the Auto Theft Prevention Program Grant Manager of deviations to the project schedule, the need to modify the scope of the project or at the request of the Auto Theft Prevention Program Grant Manager to discuss any item related to the project's progress.	
6.3.	If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the Auto Theft Prevention Grant Manager, along with any other changes to personnel assigned to work on the grant.	
6.4.	On a monthly basis submit (by the 5 th of the month):	
6.4.1	Grantee shall provide a list of the vehicles reported stolen to the grantee agency. The list shall include, but not limited to, case number, date, time, address of incident, all vehicle information, manner taken, and arrest numbers (adult/juv). (Template provided by the State)	
6.4.2	Grantee shall provide a list of the vehicles recovered by the grantee agency. The list shall include, but not limited to, case number, date, time, address of incident, all vehicle information, recovery indicators, and arrest numbers (adult/juv). (Template provided by the State)	
6.4.3	The state may modify or change all reporting forms at its discretion during the grant period.	
6.5.	On a quarterly basis submit (within 30 days following the end of the quarter):	
6.5.1	Invoices and supporting documentation to the State for the preceding quarter's work completed within the project scope; and	
6.5.2	A narrative report (template provided by the State) documenting grantee's progress, challenges and suggestions.	
6.5.3	The state may modify or change all reporting forms at its discretion during the grant period.	



Agenda Section:	Consent Agenda
Report Date:	08/08/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Authorize staff to enter into an agreement with CardConnect for Credit Card Processing Services for the Parks and Recreation Department

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement: X	N/A or Other:

Votes Needed:

3 Votes: X	4 Votes:
5 Votes:	N/A:

Summary Statement:

Staff is requesting City Council authorization for staff to enter into an agreement with a credit card processing provider for Parks and Recreation services and programs only. This agreement will allow the department to accept secure, convenient electronic payments for activities, facility rentals, and other Parks and Recreation transactions. This offer is limited to Parks and Recreation and does not impact other City departments' credit card processing.

The Parks and Recreation Department manages a high volume of transactions for program registrations, facility rentals, memberships, and

	events. Providing a dedicated, reliable credit card processing solution tailored for Parks and Recreation operations is an important step in improving the customer experience and department efficiency. The selected vendor, CardConnect, is able to directly integrate with CivicRec, our existing recreation management software, ensuring a seamless payment experience for both residents and staff. The pricing offered by CardConnect is a lower cost than the current provider.
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Recommendations:	Staff recommends City Council authorize staff to enter into an agreement with CardConnect for credit card processing services exclusive to Parks and Recreation, with CivicRec integration.
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Applicable Deadlines:	8/31/2025 - To allow for staff to streamline new payment options by the end of the year for members and visitors
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Community Impact:	• Increases payment options and convenience for Parks and Recreation customers. • Streamlines the registration and payment process through CivicRec integration. • Improves data security and reduces the need for cash handling. • Supports secure, PCI-compliant transactions for community peace of mind.
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Legislative History:	
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Strategic Priority:	Financial Sustainability: X	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A

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Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$
	Financing Sources:	Budgeted: X	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	Draft Agreement, Govpg, Govapp1, Recdevices
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Merchant
Services

Program
Terms and
Conditions
(Program Guide)

PROCESSOR INFORMATION:	Name: <u>CardConnect, LLC a business unit of First Data Merchant Services, LLC</u>
	Address: <u>1000 Continental Drive, Suite 300, King of Prussia, PA 19046</u>
	URL: <u>www.cardconnect.com</u> Customer Service #: <u>1-877-828-0720</u>

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. Your Discount Rates and other fees are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. We may debit your bank account (also referred to as your Settlement Account) for amounts owed to us.

3. You are liable for Chargebacks and there are many reasons why a Chargeback may occur. When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. If you wish to dispute any charge or funding, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. This Agreement limits our liability to you. See Section 10 of the General Terms & Conditions for further details.

6. We have assumed certain risks by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. By executing this Agreement with us you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
PO Box 6079, Concord, CA 94524
Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at _____.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.

d) You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mcom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: _____

By signing below, you:

- (i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**
- (ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X _____
Signature:

Title

Date

Please Print Name of Signer

PROCESSOR INFORMATION: Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).
2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.
3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.
4. **If you wish to dispute any charge or funding**, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits our liability to you.** See Section 10 of the General Terms & Conditions for further details.
6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).
7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.
8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
 PO Box 6079, Concord, CA 94524
 Attn: Merchant Services (407) 237-6727

- b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.
- c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.
- d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.
- e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

- a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.
- b) You may view and download the Your Payments Acceptance Guide at _____.
- c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.
- d) You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.
- f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: _____

By signing below, you:

- (i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**
- (ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X _____
Signature:

Title

Date

Please Print Name of Signer

1. Your Payment Acceptance Guide and Card Organization Rules

1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

2. Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. 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.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED

THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (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 Services (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 Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on.

4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than \$100.00.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) 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 our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

- a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);
- b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and
- c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected.

If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, 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 12% APR or the maximum rate permitted by applicable law

7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (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 your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 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.

8. Chargebacks, Fines and Penalties

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9. Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

- a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);
- b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;
- c) is not subject to any dispute, set-off or counterclaim;
- d) to your knowledge is not the result of fraud and has been authorized by the Cardholder
- e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located
- f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

- a) you are validly existing, in good standing and free to enter into this Agreement;
- b) you have not changed the nature of your business or practices in a way not previously disclosed to us;
- c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;
- d) you have not filed a bankruptcy petition not previously disclosed to us;
- e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;
- f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and
- g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, 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 SERVICES, 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 SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 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 EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS 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, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

11. Communications with Customers through the Services

11.1 You shall 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 through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insights or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing,

insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

12. Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the

purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. 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. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of 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.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. 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.

13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected

fraud or other actual or alleged wrongful act by you in connection with the Services.

14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (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 Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, 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.

14.2 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 Service, 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 Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 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 Service and solely for you to access and use the Software and documentation to receive the relevant Services 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.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service 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 Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) 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 of 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; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15. Assignment

15.1 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 and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If 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.

15.3 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. In addition, 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 such substitution, such other Visa and Mastercard member shall be responsible for all

obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

a) a material adverse change in your business, financial condition, or business prospects;

b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;

c) 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;

d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or 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 third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and 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 may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If 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 record supporting any adjustments that you may claim.

16.11 The Card Organizations 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

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve 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.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) 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 your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the

Services, including any menus loaded onto a Device; (b) 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; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 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 us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any

questionnaire or compliance report with the Card Organizations

20. Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services 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.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If 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 any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 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.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of 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.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

21. Accessing Services via wireless services, the Internet or third parties

21.1 You may access certain of our Services through a 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 any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data

provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 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 any of the Services, 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; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

22. Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (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 any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

23. Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply

with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We

will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including 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. Any alterations required for installation of Equipment will be done at your expense.

24.8 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 not use the Equipment, or permit the Equipment to

be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of \$250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, 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 indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment

and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

24.19 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 any Wireless Equipment used by you. You shall 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.

25. Compliance with Laws

25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services 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.

25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES 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 (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND

(c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) 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) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. 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). 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.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

28. Notices

28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

a) if to you, to your email address or postal address appearing on the Application;

b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and

c) if to Bank, to the address appearing on the confirmation page.

28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

28.5 All notices must include your name(s) and merchant number(s).

29. Communications

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

30. Whole Agreement; Waiver; Severability

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 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.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

31. Amendment

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

32. Third Party Beneficiaries

32.1 Our 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 if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

33. 6050W of the Internal Revenue Code

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099- K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you 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.

34. Export Compliance

34.1 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.

34.2 None of the Software or Equipment or any underlying information may be down- loaded 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.

34.3 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.

35. No Investment Advice

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are 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.

36. Interpretation; Definitions

36.1 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. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

Affiliate: a 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.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

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 and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card 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 Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, 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 and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: 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 us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship,

and arising at any time during, before, or after that relationship.

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.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account 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.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder-enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

Security Event Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by

us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

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 this Agreement or in connection with this Agreement.

Software: 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 Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access through 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: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.



Merchant
Services

Program
Terms and
Conditions
(Program Guide)

PROCESSOR INFORMATION: Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. **If you wish to dispute any charge or funding**, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits our liability to you.** See Section 10 of the General Terms & Conditions for further details.

6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
 PO Box 6079, Concord, CA 94524
 Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at _____.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.

d) You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mcom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: _____

By signing below, you:

- (i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**
- (ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X _____
Signature:

Title

Date

Please Print Name of Signer

PROCESSOR INFORMATION: Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

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2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.
3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.
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6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).
7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.
8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

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- b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.
- c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.
- d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.
- e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

- a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.
- b) You may view and download the Your Payments Acceptance Guide at _____.
- c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.
- d) You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.
- f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: _____

By signing below, you:

- (i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**
- (ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X _____
Signature:

Title

Date

Please Print Name of Signer

1. Your Payment Acceptance Guide and Card Organization Rules

1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

2. Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. 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.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED

THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (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 Services (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 Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on.

4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than \$100.00.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) 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 our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

- a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);
- b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and
- c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected.

If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, 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 12% APR or the maximum rate permitted by applicable law

7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (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 your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 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.

8. Chargebacks, Fines and Penalties

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9. Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

- a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);
- b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;
- c) is not subject to any dispute, set-off or counterclaim;
- d) to your knowledge is not the result of fraud and has been authorized by the Cardholder
- e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located
- f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

- a) you are validly existing, in good standing and free to enter into this Agreement;
- b) you have not changed the nature of your business or practices in a way not previously disclosed to us;
- c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;
- d) you have not filed a bankruptcy petition not previously disclosed to us;
- e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;
- f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and
- g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, 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 SERVICES, 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 SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 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 EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS 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, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

11. Communications with Customers through the Services

11.1 You shall 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 through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insights or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing,

insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

12. Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the

purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. 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. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of 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.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. 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.

13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected

fraud or other actual or alleged wrongful act by you in connection with the Services.

14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (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 Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, 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.

14.2 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 Service, 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 Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 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 Service and solely for you to access and use the Software and documentation to receive the relevant Services 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.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service 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 Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) 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 of 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; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15. Assignment

15.1 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 and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If 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.

15.3 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. In addition, 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 such substitution, such other Visa and Mastercard member shall be responsible for all

obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

a) a material adverse change in your business, financial condition, or business prospects;

b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;

c) 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;

d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or 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 third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and 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 may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If 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 record supporting any adjustments that you may claim.

16.11 The Card Organizations 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

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve 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.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) 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 your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the

Services, including any menus loaded onto a Device; (b) 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; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 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 us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any

questionnaire or compliance report with the Card Organizations

20. Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services 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.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If 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 any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 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.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of 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.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

21. Accessing Services via wireless services, the Internet or third parties

21.1 You may access certain of our Services through a 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 any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data

provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 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 any of the Services, 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; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

22. Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (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 any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

23. Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply

with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We

will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including 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. Any alterations required for installation of Equipment will be done at your expense.

24.8 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 not use the Equipment, or permit the Equipment to

be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of \$250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, 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 indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment

and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

24.19 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 any Wireless Equipment used by you. You shall 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.

25. Compliance with Laws

25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services 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.

25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES 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 (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND

(c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) 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) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. 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). 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.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

28. Notices

28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

a) if to you, to your email address or postal address appearing on the Application;

b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and

c) if to Bank, to the address appearing on the confirmation page.

28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

28.5 All notices must include your name(s) and merchant number(s).

29. Communications

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

30. Whole Agreement; Waiver; Severability

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 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.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

31. Amendment

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

32. Third Party Beneficiaries

32.1 Our 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 if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

33. 6050W of the Internal Revenue Code

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099- K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you 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.

34. Export Compliance

34.1 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.

34.2 None of the Software or Equipment or any underlying information may be down- loaded 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.

34.3 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.

35. No Investment Advice

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are 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.

36. Interpretation; Definitions

36.1 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. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

Affiliate: a 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.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

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 and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card 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 Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, 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 and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: 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 us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship,

and arising at any time during, before, or after that relationship.

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.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account 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.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder-enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

Security Event Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by

us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

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 this Agreement or in connection with this Agreement.

Software: 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 Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access through 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: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.

Merchant Processing Application and Agreement



Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

BUSINESS DETAILS

CONTACT INFORMATION

First Name		Last Name	
Email		Phone Number	

BUSINESS INFORMATION

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.)

Business Legal Name		DBA Name	
Tax Filing Name		Tax Filing Method	☐ EIN ☐ SSN
Tax ID (EIN)			
Type of Ownership	☐ Government ☐ Individual / Sole Proprietor ☐ LLC ☐ Non-Profit Org ☐ Private Corporation ☐ Partnership ☐ Public Corporation ☐ Tax Exempt		
Stock Exchange (Only applicable for Public Corporations)	☐ NYSE or NASDAQ ☐ Other/Not Applicable		
Stock Ticker Symbol	(NYSE or NASDAQ)		
Industry (MCC)	9399	Business Description	
Industry Options	☐ Quasi Cash	Business Start Date	
Website		Business Phone	

BUSINESS ADDRESS

Street Address 1			
Street Address 2		City	
State		ZIP	
Country			

BUSINESS LEGAL MAILING ADDRESS

Street Address 1			
Street Address 2		City	
State		ZIP	
Country			

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

BUSINESS OWNER INFORMATION

First Name		Last Name		Street Address 1			
Title	☐ CEO ☐ CFO ☐ COO ☐ LLC Member ☐ Owner ☐ Partner ☐ President ☐ Secretary ☐ Treasurer ☐ Vice President			Street Address 2		City	
% Ownership	%	Personal Guarantee	☐ Yes	State		ZIP	
SSN		Date of Birth		Country			
Mobile Phone							
Email							

ADDITIONAL BUSINESS OWNER (1)

First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
				Country			

ADDITIONAL BUSINESS OWNER (2)

First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
				Country			

ADDITIONAL BUSINESS OWNER (3)

First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
				Country			

ADDITIONAL BUSINESS OWNER (4)

First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
				Country			

BANKING AND PROCESSING

DEPOSIT BANK ACCOUNT

Bank Name			
Account Type	☐ Checking	☐ Savings	
Routing Number		Account Number	

WITHDRAWAL BANK ACCOUNT

Withdrawal account is not required if it is the same as the Deposit account.

Bank Name			
Account Type	☐ Checking	☐ Savings	
Routing Number		Account Number	

PROCESSING VOLUME

Average Monthly Card Volume	\$ / month
Average Transaction Amount	\$

PRODUCT / SERVICE DELIVERY WINDOWS

On average, Products / Services are delivered in

☐ 0-7 Days ☐ 8-14 Days ☐ 15-30 Days ☐ 30+ Days

MODE OF TRANSACTION

In Person	%
Telephone	%
Online	%
Must total 100%	

THIRD PARTY PROVIDER

Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)

☐ Yes ☐ No

If so, please provide third party provider information:

TPP Name	
TPP Email	
TPP Phone	

EQUIPMENT

NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
			\$	
			\$	
			\$	

Clover Menu Requested ☐

* Price does not include tax and shipping & handling.

SHIP EQUIPMENT TO

Ship To Attention		Ship To Email	
Street Address 1			
Street Address 2		City	
State		ZIP	
Country			

MERCHANT SERVICES

AMERICAN EXPRESS

Amex Program	☐ Amex OptBlue	☐ Amex ESA
Amex ESA SE		IATA/ARC Number

DISCOVER

Discover Program	☐ Discover Full ACQ	☐ Discover EASI
Discover EASI SE		
Discover Industry Options		
☐ Enable Incremental Authorizations		
☐ Debt Repayment Program		

PRICING INFORMATION

PRICING

Discount Frequency	Funding Rollup
☐ Monthly ☐ Daily	☐ Net Fees and Deposits ☐ Separate Fees and Deposits ☐ Individual Batches

DUES & ASSESSMENTS

☐ Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

PROGRAM

☐ Merchant Surcharge Program

A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank.

You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Connecticut, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you. We disclaim all warranties regarding the MSP; it is provided to you on an "as-is, with all faults" basis. Your use of the MSP does not: (1) guarantee compliance with any laws, Card Organization Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Card Organization Rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a Data Incident.

Visa Credit Card Discount Fee	2.9126		%	Consumer Surcharge Rate Billed by Merchant	3.00		%
Mastercard Credit Card Discount Fee	2.9126		%	Debit Card Transaction Fee	\$ 0.25		/ Each
Discover Credit Card Discount Fee	2.9126		%				
Amex Credit Card Discount Fee	2.9126		%				
Debit Card Discount Fee	1.25		%				

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%	Discover Qualified	%	%
Visa Mid-Qualified	%	%	Discover Mid-Qualified	%	%
Visa Non-Qualified	%	%	Discover Non-Qualified	%	%
Mastercard Qualified	%	%	Amex Qualified	%	
Mastercard Mid-Qualified	%	%	Amex Mid-Qualified	%	
Mastercard Non-Qualified	%	%	Amex Non-Qualified	%	

INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs ☐ Gross Interchange ☐ Net Interchange

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

%		
Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%
Mastercard Qualified	%	%
Discover Qualified	%	%
Amex Qualified	%	

SWIPED/NON-SWIPED

(If selected, the discount fees below apply to all payment types and brands accepted unless otherwise noted in this agreement)

Swiped or Dipped Discount Fee (% of gross transactions)	%
Swiped or Dipped Transaction Fee	\$
Non-Swiped or Non-Dipped Discount Fee (% of gross transactions)	%
Non-Swiped or Non-Dipped Transaction Fee	\$

FLAT RATE

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	3 %
Mastercard Qualified	3 %
Discover Qualified	3 %
Amex Qualified	3 %

AUTHORIZATION & TRANSACTION FEES

Authorization Fees (All Card Types)	\$ / Each
ACH Batch Fee	\$ / Each
Voice Authorization Fee	\$ / Each
Address Verification Fee (AVS)	\$ / Each
Transaction Fees (All Card Types)**	\$ / Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT

Discount Fee	%
Transaction Fee	\$ / Each

CLOVER FEES

Clover Platform Fee	\$ / Monthly
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EBT

FNS#	
Transaction Fee	\$ / Each

VOYAGER

Authorization Fee	\$ / Each
Sales Discount	%

WRIGHT EXPRESS

Discount Fee		%
Transaction Fee	\$	/ Each
Chargeback Fee	\$	/ Each
Retrieval Fee	\$	/ Each

CARDPOINTE AND GATEWAY FEES

Setup Fee	\$	(One Time)
CardPointe Monthly Platform Fee	\$	/ Monthly
Gateway Monthly Fee	\$	/ Monthly
Gateway Transaction Fee**	\$	/ Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

TRANSARMOR

☐ TransArmor Data Protection

TransArmor Monthly Fee \$ / Monthly

MONTHLY AND MISCELLANEOUS FEES

Application Fee	\$	(One Time)	Regulatory Product Fee	\$	/ Monthly
Minimum Processing Fee	\$ 15	/ Monthly	PCI Non-Compliance Fee	\$ 29.95	/ Monthly
DDA Rejects	\$ 25	/ Each	Wireless Fee	\$	/ Monthly
Statement Fee	\$	/ Monthly	Wireless Activation Fee	\$	(One Time)
Chargeback Fee	\$ 25	/ Each	AMEX North Program Cost Fee		%
Retrieval Fee	\$	/ Each	PCI Annual Fee	\$	/ Annual
Annual Membership Fee	\$	/ Annual	PCI Concierge Monthly Fee	\$	/ Monthly

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

\$ 0

Client Initials

PERSONAL GUARANTEE

In exchange for CardConnect LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature

Date

AGREEMENT APPROVAL

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. 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/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 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. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Banking and Processing section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

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). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

SIGN YOUR AGREEMENT

Signature

Date

CARDCONNECT LLC

Application Approved By:

Signature

Title

Date

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature

PROCESSOR INFORMATION

Name	CardConnect LLC
Address	1000 Continental Drive, Suite 300, King of Prussia PA, 19406
URL	www.cardconnect.com
Customer Service (Phone)	1-877-828-0720

CardPointe Integrated Terminal



CardPointe Integrated Terminal is a cloud-based integration that makes it quick and easy to add secure payment acceptance to any software application. With a suite of card readers equipped with EMV technology and innovative security features, you can offer your merchants the perfect solution for their business.

Features Designed For You



Quick EMV Payments



Customizable Branding



Instant Firmware Updates



Compatibility w/ Any Browser



Developer-friendly API Content



Configurable w/ DHCP + Static IP

Meet The Readers

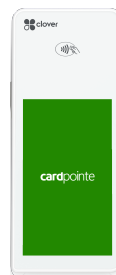


Clover Mini

Rental: \$30/mo

Purchase: \$725

Features: EMV, NFC, Tip Selection, Touchscreen, Signature Capture, Receipt Printer, WiFi Connectivity



Clover Flex

Rental: \$25/mo

Purchase: \$575

Features: EMV, NFC, Tip Selection, Touchscreen, Signature Capture, Receipt Printer, WiFi Connectivity



Lane/3000

Rental: \$20/mo

Purchase: \$515

Features: EMV, NFC, P2PE, Tip Selection



Lane/5000

Rental: \$25/mo

Purchase: \$575

Features: EMV, NFC, P2PE, Tip Selection, Touchscreen, Signature Capture



iSMP4

Rental: \$30/mo

Purchase: \$769

Features: EMV, NFC, P2PE, Tip Selection, WiFi Connectivity



Agenda Section:	Council Business
Report Date:	07/31/2025
Meeting Date:	August 12, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Authorize Staff to Enter into an Agreement with Kraus Anderson for a City Campus Feasibility Study

Action Requested:

Public Hearing:	<u>Motion: X</u>
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
<u>Contract/Agreement:X</u>	N/A or Other:

Votes Needed:

<u>3 Votes:X</u>	4 Votes:
5 Votes:	N/A:

Summary Statement:

Staff is requesting City Council approval to enter into a professional services agreement with Kraus-Anderson Construction Company for Pre-Design Services related to the City Campus Feasibility Study. This work will support the City's efforts to evaluate long-term facility needs and site feasibility for a potential new Community Center and broader civic campus development.

The Pre-Design phase includes community engagement, site test fits for two city-owned locations, high-level feasibility and capacity analysis, and

	development of budget models and schedules. This work is an essential step to determine practical options and guide future planning and decision-making.
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Recommendations:	Staff recommends that the City Council approve the agreement with Kraus-Anderson Construction Company in the amount of \$25,000 and authorize the City Manager to execute the contract for Pre-Design Services associated with the City Campus project.
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Applicable Deadlines:	
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Community Impact:	The Pre-Design phase includes three public engagement events, interactive feedback tools, and promotion through digital channels to ensure broad and equitable community input. This process will help identify community needs, prioritize facility programming, and build public support for future capital investment. Engagement will be designed to be inclusive, transparent, and accessible.
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Legislative History:	• 2023–2024: Council identified a new or significantly renovated Community Center as a priority during strategic planning sessions. • 2024: City staff began internal assessments of existing facility needs, capital investment trends, and potential future requirements. • 2025: Staff reviewed qualifications and received a proposal from Kraus-Anderson for Pre-Design Services.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A

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Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	<u>Yes: \$ 25,000</u>
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	<u>Use of Reserves:</u> <u>\$25,000</u>	Other	

Attachments:	City of New Brighton - Pre Design Services 5.19.25, NBCC Pre-Design Community Engagement Presentation_8.8.25
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May 19, 2025

Jennifer Fink, CPRP
Director of Parks and Recreation
City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112

RE: New Brighton Community Center – Pre-Design Services Proposal

Jennifer,

Thank you for the opportunity to support the City of New Brighton in planning a potential new Community Center. Kraus-Anderson is pleased to submit this proposal for Pre-Design Services, with a focus on community engagement, site feasibility, and strategic planning to position the City for future development.

Section 1: Project Alignment

Before beginning technical studies or community engagement, Kraus-Anderson will work with City staff and key stakeholders to establish a clear foundation for the effort. This step ensures all parties are aligned on expectations, constraints, and decision-making criteria.

Key Components:

- **Objectives Definition:** Clarify measurable outcomes for the Pre-Design effort (e.g., community needs addressed, service gaps filled, program flexibility, cost thresholds)
- **Preliminary Program Priorities:** Establish categories of desired use (e.g., aquatics, recreation, meeting space, cultural use) to guide site and budget analysis
- **Target Budget Framework:** Identify funding assumptions and target budget ranges to help shape feasibility modeling and scenario testing
- **Engagement Boundaries:** Define what topics will be open for community input (e.g., program priorities, desired amenities, community needs) and what will not (e.g., staffing, long-term operations, fixed budget constraints), to maintain clarity and manage expectations

Section 2: Community Engagement

Kraus-Anderson will partner with the City of New Brighton to engage the community and gather meaningful feedback to inform project direction. Our team will help the City host a series of public events to understand priorities, build support, and refine the facility program.

Key Components:

- Three Public Engagement Events, including one during New Brighton Stockyard Days, to reach a broad audience.
- Joint planning with City staff to determine meeting content, goals, and format.
- Live Facilitation: KA staff will be present to deliver information, answer questions, and guide discussions.
- Interactive Input Tools to gather structured feedback on programming preferences and community needs.
- Social Media Messaging Support: KA will assist in drafting messaging to help promote engagement events through the City's existing digital platforms and enhance visibility within the community.
- A Community Engagement Summary compiling key insights, concerns, and themes heard from the public.

Section 3: Capacity and Feasibility Analysis

This phase focuses on evaluating the suitability of two City-owned sites for development of the new Community Center. The goal is to identify practical opportunities and constraints at each location to inform future decision-making.

Key Components:

- Site Due Diligence: High-level review of zoning, access, parking, utilities, and neighborhood context.
- Test Fit Diagrams: Visual representations of how the proposed building program might lay out on each site.
- Phasing or Shared Use Opportunities: Exploration of adaptive approaches to maximize flexibility or cost-efficiency.
- Constraints & Opportunities Summary: Identification of issues such as topography, easements, or adjacency concerns that may impact viability.
- Budget Viability: Alignment of programmatic objectives with budget targets.

Section 4: Budgeting and Scheduling

Kraus-Anderson will use its regional construction data and planning experience to build realistic cost and timeline projections to support the City's decision-making.

Key Components:

- **Conceptual Cost Modeling:** Based on the test fit diagrams and programmatic priorities, we will develop total project budgets including both hard and soft costs.
- **Market-Aligned Pricing:** Estimates will reflect current local construction trends and inflationary pressures.
- **Preliminary Schedule:** A draft project timeline outlining future phases of planning, design, and construction.

Deliverables

- Community Engagement Summary
- Program Priorities Matrix
- Two Site Feasibility Reports with test-fit diagrams
- Preliminary Total Project Cost Model
- Draft Project Schedule

Timeline

The timeline for this effort will be determined based on the City's dates for Townhall and community engagement events. KA will develop an effort schedule for the process once those dates are identified.

Lump Sum Fee

Total Fee for Pre-Design Services: **\$25,000**

- Fee billed monthly based on progress.
- Should the City select Kraus-Anderson as Construction Manager for future delivery, this full fee will be credited toward the construction phase.

Exclusions

All services not expressly defined in Pre-design Services above are excluded from the scope of work. Additional clarifications are as follows:

- Invoices will be billed monthly and payment terms are net 30 from invoice date.
- Professional fees include relevant taxes and insurance.
- Design drawings or renderings
- Traffic impact assessments
- Permitting or entitlement services
- This scope excludes formal surveying, environmental analysis, geotechnical borings, or regulatory approvals.
- Pricing and feasibility analysis are conceptual and for planning purposes only.
- This proposal does not constitute a code compliance review or guarantee of constructability.

Acceptance

This proposal will be deemed accepted as the Work Order for the Project upon receipt of a signed original or copy thereof. If this proposal correctly states our agreement, please sign below:

In witness whereof, the parties hereto have caused their duly authorized representatives to enter into this agreement effective as of the date set forth below.

City of New Brighton

By: _____

KRAUS-ANDERSON

By: _____

Date: ____ / ____ / ____

Date: ____ / ____ / ____

Clarifications

The purpose of this project is to establish a clear understanding of the Owner's project's requirements, constraints, and potential opportunities before proceeding to the design and construction phases.

The scope of work is proposed solely to meet the needs of KA's Client.

KA's evaluations and opinions of cost estimates are only as of the date the report is issued. KA does not guarantee any cost estimates provided.

KA shall not be liable for any unintended usage of any reports by another party.

KA makes no representations regarding existing structural systems. Analysis of these systems are outside the scope of this assignment.

KA makes no representations regarding existing exterior walls or other building enclosure. Analysis of these systems are outside the scope of this assignment.

This report does not constitute a regulatory or code compliance audit of the existing building systems that may be present at the Property.

Client agrees that KA's aggregate liability for all claims arising from Design-Build Predesign services will not exceed the fee paid to KA or \$50,000, whichever is greater, and Client agrees to indemnify KA from any liability in excess of such amount.

While the general environmental setting of the property is described, this assessment is not intended to be a formal flood plain or wetland determination, and no warranty with respect thereto is expressed or implied.



CITY OF NEW BRIGHTON

PRE-DESIGN SERVICES — CITY CENTER

AUGUST 12, 2025



I. OBJECTIVE

PURPOSE

Purpose of this Process

To help the City define a clear, cost-informed, and community-supported path toward a future City Center.

Key Goals:

- Identify the **right mix of civic services and spaces**
- Understand **how much space is needed**
- Determine if it will **fit on the preferred site**
- Establish a **realistic target budget**
- **Engage the community** to reflect local priorities

A strategic planning effort — not full design — to align vision, cost, and space before moving forward.

APPROACH

How Kraus Anderson Approaches Pre-Design

KA brings a unique, in-house approach to pre-design planning for City facilities by:

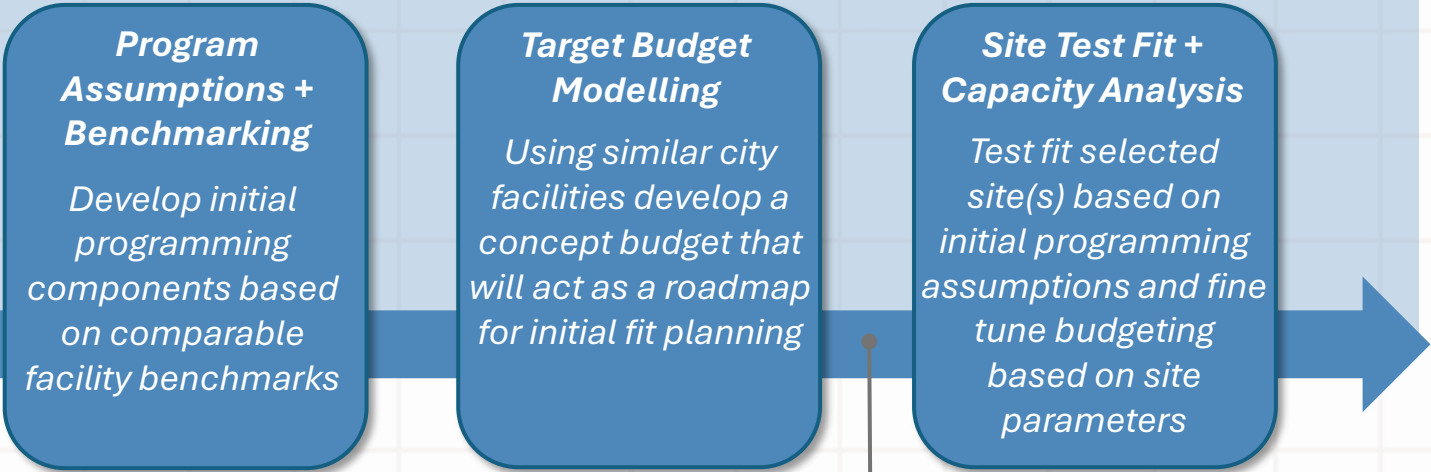
- Starting with **real costs** and real-world constraints — not guesswork
- Facilitating both **technical analysis** and **public engagement**
- Using a **reverse-engineering method**: define the target budget, then build the program
- Providing **peer-based benchmarks** from similar projects we've delivered
- Supporting **collaboration between staff, council, and residents**

We help projects understand what they want to be “when they grow up” — and how to get there responsibly.

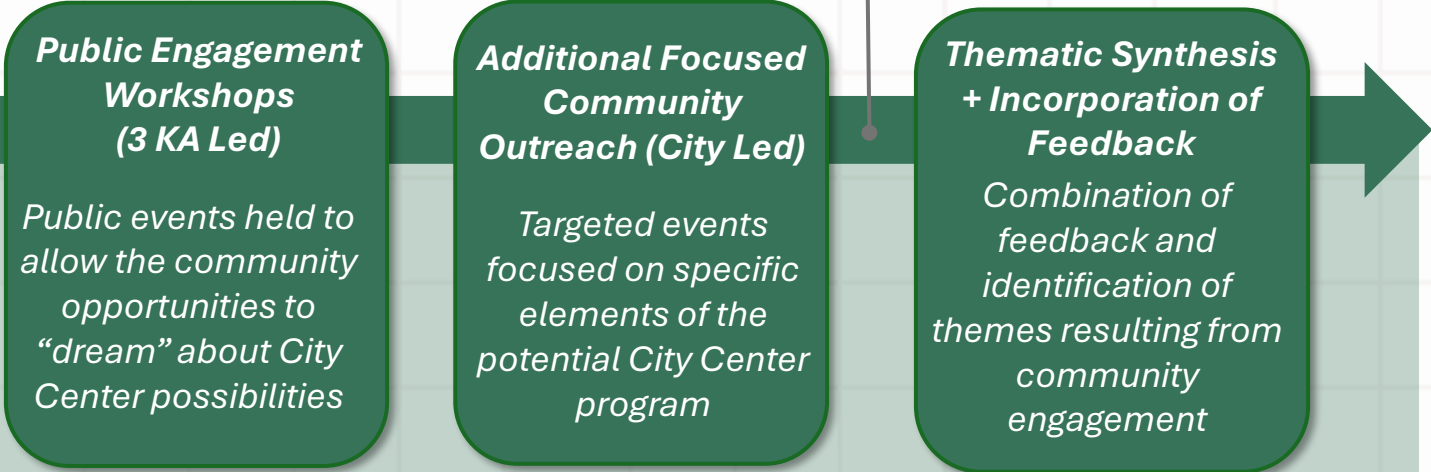


I. PROCESS

TECHNICAL FEASIBILITY TRACK



Council Review and Validation



Staff Recommendations

Reconciliation Workshop
Budget program test fit compared against community input and evaluated for alignment with thematic priorities. Multiple options tested against budget and feasibility to determine viability of incorporation of community desires.

Community Surveys and Prioritization
Using budget tested options incorporating community feedback provide additional survey(s) and engagement opportunities for the community to help prioritize and balance programmatic imperatives for the City Center

Council Review and Validation

CONCEPT PROJECT DEFINITION

COMMUNITY ENGAGEMENT TRACK



I. OUTCOMES

NEXT STEPS

Anticipated Outcomes + Final Deliverables

By the end of this effort the City will have:

- **Community Input & Engagement:**
 - A summary of community input and public engagement themes
 - A refined, community-informed program with space types and priorities
- A **cost-aligned budget target** and optional scope tiers
- Site test fit diagrams validating physical feasibility
- A recommended **phased implementation strategy**, if needed
- Recommended **Next Steps** to Consider