

MAYOR
Brian West

CITY COUNCIL
Monty Parks Mayor pro tem
Bill Garbett
Spec Hosti
Tony Ploughe
Nick Sears
Kathryn Williams



CITY MANAGER
Bret Bell

ASST CITY MANAGER
Michelle Owens

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

AGENDA

REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL

September 26, 2024 at 6:30 PM

Please silence all cell phones during Council Meetings

Opening Ceremonies

- Call to Order
- Invocation
- Pledge of Allegiance

Announcements

Recognitions and Proclamations

1. Retired Educators Proclamation

Consideration of Items for Consent Agenda

City Manager Discussion and Action Items

Citizens to be Heard: Please limit comments to 4 minutes.

2. Keith Gay: STR Audit

If there is anyone wishing to speak to anything on the agenda please approach the podium. Please limit your comments to 4 minutes.

Consideration of Approval of Consent Agenda

Consideration of Bids, Contracts, Agreements and Expenditures

3. MOU – DNR on Beach Restoration \$4,000,000 Appropriation
4. Merchant Processing Application and Agreement: Cardconnect

Council, Officials and City Attorney Considerations and Comments

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
(866) 786-4573 – FAX (866) 786-5737
www.cityoftybee.org



Executive Session

Discuss litigation, personnel and real estate

Possible vote on litigation, personnel and real estate discussed in executive session

Adjournment

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact Jan LeViner at 912.472.5080 promptly to allow the City to make reasonable accommodations for those persons.

***PLEASE NOTE:** Citizens wishing to speak on items listed on the agenda, other than public hearings, should do so during the citizens to be heard section. Citizens wishing to place items on the council meeting agenda must submit an agenda request form to the City Clerk's office by Thursday at 5:00PM prior to the next scheduled meeting. Agenda request forms are available outside the Clerk's office at City Hall and at www.cityoftybee.org.



THE VISION OF THE CITY OF TYBEE ISLAND

"is to make Tybee Island the premier beach community in which to live, work, and play."



THE MISSION OF THE CITY OF TYBEE ISLAND

"is to provide a safe, secure and sustainable environment by delivering superior services through responsible planning, preservation of our natural and historic resources, and partnership with our community to ensure economic opportunity, a vibrant quality of life, and a thriving future."

File Attachments for Item:

1. Retired Educators Proclamation



**PROCLAMATION
GEORGIA RETIRED EDUCATORS ASSOCIATION**

WHEREAS: More than 145,000 retired educators have devoted their time and talents to public education in our state, fostering the academic development of millions of outstanding citizens in the State of Georgia; and

WHEREAS: For sixty-seven years, the Georgia Retired Educators Association has dedicated its efforts to improving the welfare of retired educators, and it has provided opportunities for them to become involved in community activities; and

WHEREAS: It is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make for the betterment of human lives and for society; and

WHEREAS: The Governor of the State of Georgia has proclaimed the day of Sunday, November 3, 2024, as Retired Educators Day in Georgia; and

WHEREAS: Local churches and businesses will recognize those lasting contributions made by retired educators in this community; now

THEREFORE: I, Brian West, Mayor and the City Council Members of the City of Tybee Island do hereby proclaim the day of November 3, 2024, as "RETIRED EDUCATORS DAY" and I call upon the citizens of the City of Tybee Island to observe that day in an appropriate manner honoring retired educators. Given unto my hand and seal at Tybee Island, Georgia, on this 26th day of September 2024.

**BRIAN WEST, MAYOR
City of Tybee Island**

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
(866) 786-4573 – FAX (866) 786-5737
www.cityoftybee.org

Item #1.



File Attachments for Item:

3. MOU – DNR on Beach Restoration \$4,000,000 Appropriation



City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: September 30, 2024
Re: Beach Renourishment MOU with State of Georgia

Title

MOU with State of Georgia Concerning Beach Renourishment Appropriation

Action

Adoption of a Memorandum of Understanding with the Georgia Department of Natural Resources to receive a \$4 million appropriation for the State's share of the planned 2026 beach renourishment.

Background

Like all barrier islands, Tybee's Island's beach experiences steady erosion from wave and wind action. Under natural conditions, sediment would flow north to south to nourish Tybee's ocean-facing shoreline. However, the Savannah River shipping channel, which undergoes regular dredging, limits this natural transfer of sand. As a result, the US Army Corps of Engineers began nourishing Tybee's beach with sand since 1974, with renourishments occurring every six to seven years since.

Facts and Findings

1. The Army Corps of Engineers will conduct the next beach renourishment in 2026. This \$20 million project requires a 40% local match totaling \$8 million.
2. Following negotiation and lobbying by the City of Tybee and our consultants, AWR Strategic and Civic Forward Strategies, the Georgia General Assembly passed a FY2025 Budget with a \$4 million allocation to cover half of the local match.
3. The USACE is planning and designing the nourishment project and will request City funds at each stage of the project. The City anticipates major funding will be required in late 2025 as the Corps prepares to bid the dredging project.
4. This MOU is a five-year agreement, which will cover from present through the renourishment period and allow funds to become available when needed.

Funding

The City of Tybee is in development of a funding plan for the balance of the local match, totaling \$4 million, which will include the use of hotel-motel tax proceeds.

Purchasing Notes

N/A

Alternatives

1. Sign the MOU with the State of Georgia to receive the State allocation.
2. Provide other direction to fund the local match of the beach renourishment.

Recommendation

Council adopts Alternative 1.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF NATURAL RESOURCES
AND CITY OF TYBEE ISLAND, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made by and between the **GEORGIA DEPARTMENT OF NATURAL RESOURCES**, an agency of the State of Georgia (hereinafter referred to as the “Department”), and the **CITY OF TYBEE ISLAND, GEORGIA** (hereinafter referred to as the “City”).

W I T N E S S E T H:

WHEREAS, the City is the owner of a certain portion of real property known as Tybee Island Beach, (hereinafter “Premises”); and

WHEREAS, the Georgia General Assembly in 2024 appropriated \$4,000,000 (hereinafter “Funds”) to the Department to be used by the City for beach restoration; and

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the Department and the City may contract for any period not exceeding 50 years with each other for the provision of services, or for the joint or separate use of facilities or equipment; and

NOW, THEREFORE, for and in consideration of the mutual public benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. On or after July 1, 2024, the City may submit to the Department a request for payment of the Funds. Upon receipt of the City’s request, the Department shall cause the Funds to be paid to the City for use by the City in connection with its beach nourishment activities on the Premises.
2. The City agrees that the Funds shall be used to help fund Tybee’s cost share of the next planned beach nourishment by the U.S. Army Corps of Engineers. If the City’s planned beach nourishment is canceled or not completed, the City shall return any balance remaining from the Funds to the Department. The City shall make all records regarding expenditures of the Funds available for auditing purposes to the Department or as directed by the Department.
3. It is understood and agreed by the parties that the Department shall have no liability to the City relating in any way to the Premises.

4. This Agreement shall be for a term of five (5) years beginning on July 1, 2024 and ending at 11:59 P.M., prevailing legal time in Atlanta, Georgia, on the day immediately preceding the fifth (5th) anniversary of the effective date hereof.

5. Each party hereby certifies that it has complied with, and will continue to comply with during the term of this Agreement, the applicable provisions of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 *et seq.*

6. The parties represent that they have the right, power and authority to enter into this Agreement and that no further approvals, permissions, or consents of any sort from any persons or entities are necessary for them to enter into this Agreement.

7. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be in writing and signed by authorized representatives of both the Department and the City.

IN WITNESS WHEREOF, the Department and the City, acting by and through their duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

GEORGIA DEPARTMENT OF NATURAL RESOURCES

By: Artica Gaston
Walter Rabon or Designee
Commissioner

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Brian West
Mayor, City of Tybee Island

File Attachments for Item:

4. Merchant Processing Application and Agreement: Cardconnect



City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: 9/18/24
Re: Payment Processing Agreement for Online Facility Reservation System

Title

Payment Processing Agreement for Online Facility Reservation System

Action

Approval of a Card Connect Agreement and Merchant Processing Application with CardPointe to allow the public to make and pay for online reservation of City facilities.

Background

In 2023, City Staff began utilizing CivicRec software on the City's website to allow for the online reservation of City-managed facilities, such as the Guard House, Memorial Park pavilions, and beach. The addition of CardPointe will allow the public to now also pay rental fees when they make that reservation online.

Facts and Findings

1. The city currently uses CivicPlus for website hosting services, and CivicRec is a program offered by CivicPlus.
2. The City has received feedback from residents and visitors about expanding services offered for online reservations of City facilities and other permits.
3. An online system benefits staff by increasing productivity, simplifying processes, and enhancing overall service quality for both residents, City staff and visitors.

Funding

CardPointe will assess a 3% card processing fee to the customer during the online payment. There is no direct cost to the City. The monthly fees for using the program will come from out of budget line 100-1320-52-1200 (Contract Services / Software).

Purchasing Notes

Tybee's online facility reservation platform, CivicRec, has established integration with four payment gateway companies. Three of those companies were responsive to the City's request to negotiate a payment gateway agreement. Of the three, just one company – CardPointe -- could meet the City's contract terms. CardPointe's 3% processing fee is in line with industry standards, and close to the 2.9% rate assessed for other credit card processing fees in the City. The contract was reviewed and approved by the City Attorney's Office.

Alternatives

1. Recommended Action Approval of the Card Connect Agreement and Merchant Processing Application with CardPointe, which includes a 3% credit card processing fee assessed to customers.
2. Renegotiate contract to assess credit card processing fees to City Government, estimated at \$1,700 annually. If Council chooses this option, City Manager would investigate City payment of all customer credit card processing fees to stay consistent across the organization.

City of Tybee Island

3. Prohibit online payments.

Recommendation

That Council adopts Alternative 1.

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	Robyn	Last Name	Rosner
Email	rrosner@cityoftybee.org	Phone Number	912-472-5045

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	City of Tybee Island	DBA Name	
Tax Filing Name	City of Tybee Island	Tax Filing Method	<input checked="" type="checkbox"/> EIN <input type="checkbox"/> SSN
Tax ID (EIN)	58-6000661		
Type of Ownership	<input checked="" type="checkbox"/> Government <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Non-Profit Org <input type="checkbox"/> Private Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Public Corporation <input type="checkbox"/> Tax Exempt		
Stock Exchange (Only applicable for Public Corporations)		Stock Ticker Symbol	(NYSE or NASDAQ)
	<input type="checkbox"/> NYSE or NASDAQ <input type="checkbox"/> Other/Not Applicable		
Industry (MCC)	9399	Business Description	Local Government
Industry Options	<input type="checkbox"/> Quasi Cash		
Business Start Date		Business Phone	912-786-4573
Website	www.cityoftybee.org		

BUSINESS ADDRESS

Street Address 1	403 Butler Avenue		
Street Address 2		City	Tybee Island
State	Georgia	ZIP	31328
Country	USA		

BUSINESS LEGAL MAILING ADDRESS

Street Address 1	P.O. Box 2749		
Street Address 2		City	Tybee Island
State	Georgia	ZIP	31328
Country	USA		

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	<input type="checkbox"/> CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> LLC Member <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Secretary <input type="checkbox"/> Treasurer <input type="checkbox"/> Vice President			Street Address 2		City	
% Ownership		%	Personal Guarantee		State		ZIP
			<input type="checkbox"/> Yes	Country			
SSN		Date of Birth					
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	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (3)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (4)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

BANKING AND PROCESSING

DEPOSIT BANK ACCOUNT

Bank Name	<input type="text"/>		
Account Type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
Routing Number	<input type="text"/>	Account Number	<input type="text"/>

WITHDRAWAL BANK ACCOUNT

Withdrawal account is not required if it is the same as the Deposit account.

Bank Name	<input type="text"/>		
Account Type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
Routing Number	<input type="text"/>	Account Number	<input type="text"/>

PROCESSING VOLUME

Average Monthly Card Volume	\$ <input type="text"/> / month
Average Transaction Amount	\$ <input type="text"/>

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	<input type="text"/> %
Telephone	<input type="text"/> %
Online	<input type="text"/> %
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	<input type="text"/>
TPP Email	<input type="text"/>
TPP Phone	<input type="text"/>

EQUIPMENT

NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

Clover Menu Requested

* Price does not include tax and shipping & handling.

SHIP EQUIPMENT TO

Ship To Attention	<input type="text"/>	Ship To Email	<input type="text"/>
Street Address 1	<input type="text"/>		
Street Address 2	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	ZIP	<input type="text"/>
Country	<input type="text"/>		

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 Monthly Daily

Funding Rollup 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	<input type="text" value="2.9126"/>	<input type="text" value=""/>	%	Consumer Surcharge Rate Billed by Merchant	<input type="text" value="3.00"/>	<input type="text" value=""/>	%
Mastercard Credit Card Discount Fee	<input type="text" value="2.9126"/>	<input type="text" value=""/>	%	Debit Card Transaction Fee	<input type="text" value="\$ 0.25"/>	<input type="text" value=""/>	/ Each
Discover Credit Card Discount Fee	<input type="text" value="2.9126"/>	<input type="text" value=""/>	%				
Amex Credit Card Discount Fee	<input type="text" value="2.9126"/>	<input type="text" value=""/>	%				
Debit Card Discount Fee	<input type="text" value="1.25"/>	<input type="text" value=""/>	%				

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	<input type="text"/> %	<input type="text"/> %	Discover Qualified	<input type="text"/> %	<input type="text"/> %
Visa Mid-Qualified	<input type="text"/> %	<input type="text"/> %	Discover Mid-Qualified	<input type="text"/> %	<input type="text"/> %
Visa Non-Qualified	<input type="text"/> %	<input type="text"/> %	Discover Non-Qualified	<input type="text"/> %	<input type="text"/> %
Mastercard Qualified	<input type="text"/> %	<input type="text"/> %	Amex Qualified	<input type="text"/> %	
Mastercard Mid-Qualified	<input type="text"/> %	<input type="text"/> %	Amex Mid-Qualified	<input type="text"/> %	
Mastercard Non-Qualified	<input type="text"/> %	<input type="text"/> %	Amex Non-Qualified	<input type="text"/> %	

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	<input type="text"/> %
Mastercard Qualified	<input type="text"/> %
Discover Qualified	<input type="text"/> %
Amex Qualified	<input type="text"/> %

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	<input type="text"/> %	<input type="text"/> %
Mastercard Qualified	<input type="text"/> %	<input type="text"/> %
Discover Qualified	<input type="text"/> %	<input type="text"/> %
Amex Qualified	<input type="text"/> %	

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	<input type="text"/> 3 %
Mastercard Qualified	<input type="text"/> 3 %
Discover Qualified	<input type="text"/> 3 %
Amex Qualified	<input type="text"/> 3 %

AUTHORIZATION & TRANSACTION FEES

Authorization Fees (All Card Types)	<input type="text"/> \$	/ Each
ACH Batch Fee	<input type="text"/> \$	/ Each
Voice Authorization Fee	<input type="text"/> \$	/ Each
Address Verification Fee (AVS)	<input type="text"/> \$	/ Each
Transaction Fees (All Card Types)**	<input type="text"/> \$	/ 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	<input type="text"/> %
Transaction Fee	<input type="text"/> \$ / Each

CLOVER FEES

Clover Platform Fee	<input type="text"/> \$ / Monthly
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EBT

FNS#	<input type="text"/>
Transaction Fee	<input type="text"/> \$ / Each

VOYAGER

Authorization Fee	<input type="text"/> \$ / Each
Sales Discount	<input type="text"/> %

WRIGHT EXPRESS

Discount Fee	<input type="text"/>	%
Transaction Fee	\$ <input type="text"/>	/ Each
Chargeback Fee	\$ <input type="text"/>	/ Each
Retrieval Fee	\$ <input type="text"/>	/ Each

CARDPOINTE AND GATEWAY FEES

Setup Fee	\$ <input type="text"/>	(One Time)
CardPointe Monthly Platform Fee	\$ <input type="text"/>	/ Monthly
Gateway Monthly Fee	\$ <input type="text"/>	/ Monthly
Gateway Transaction Fee**	\$ <input type="text"/>	/ 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	\$ <input type="text"/>	(One Time)	Regulatory Product Fee	\$ <input type="text"/>	/ Monthly
Minimum Processing Fee	\$ 15	/ Monthly	PCI Non-Compliance Fee	\$ 29.95	/ Monthly
DDA Rejects	\$ 25	/ Each	Wireless Fee	\$ <input type="text"/>	/ Monthly
Statement Fee	\$ <input type="text"/>	/ Monthly	Wireless Activation Fee	\$ <input type="text"/>	(One Time)
Chargeback Fee	\$ 25	/ Each	AMEX North Program Cost Fee	<input type="text"/>	%
Retrieval Fee	\$ <input type="text"/>	/ Each	PCI Annual Fee	\$ <input type="text"/>	/ Annual
Annual Membership Fee	\$ <input type="text"/>	/ Annual	PCI Concierge Monthly Fee	\$ <input type="text"/>	/ 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