OPELIKA CITY COUNCIL
" REGULAR MEETING AGENDA "
204 South 7th Street
July 17, 2018
TIME: 7:00 PM

1. CALL TO ORDER

2. ROLL CALL
    1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

3. INVOCATION
    1. David Bizilia from the First Presbyterian Church of Opelika.

4. PLEDGE OF ALLEGIANCE
    1. Cub Scouts from Pack 858 - Carmelo Clifton, Dylan McKenzie and Joshua Grant

5. READING OF MINUTES
    1. Minutes from the 7-3-18 city council meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
    1. June 2018 Monthly Building Report

8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS
    1. Gateway Food Mart Request AB Retail Beer and Wine Off-Premise License.
    2. Request from Prayer Force United for Saturday, August 18th.
    3. Public Hearing, Weed Abatement Assessment - 411 S 4Th St.
    4. Public Hearing Weed Abatement Assessment - 709 India Rd.
    5. Public Hearing Weed Abatement Assessment - 901 Lake Condy Rd.
    6. Public Hearing Weed Abatement Assessment - 1109 Magnolia St.
    7. Public Hearing - Vacate Right-Of-Way - Portion of Priester Road
    8. Public Hearing, Amend Text Zoning Ordinance, Section 8.13 Townhouse Development Standards

12. AWARDING OF BIDS

13. RESOLUTIONS
    1. Weed Abatement Assessment - 411 S 4Th St.

2. Weed Abatement Assessment - 709 India Rd
3. Weed Abatement Assessment - 901 Lake Condy Rd.
4. Weed Abatement Assessment - 1109 Magnolia St.
5. Purchase - One (1) HP Designjet Printer - IT
6. Purchase - VMware Licensing and Maintenance - IT
7. Purchase - File and Evidence Storage for New PD - PD
8. Professional Service 'Game Day' Contract with the City of Auburn - OFD.
9. Vacate Right-Of-Way, Portion of Priester Road
10. Tax Abatement for Cumberland Plastic Systems, LLC – ED
11. Annual appropriation contract with the Lee Co. Water Festival.
12. City Hall Project Needs and Feasibility Study
13. Approving Credit Card Processing and Electronic Payment Services

14. ORDINANCES
    1. Sell City Property to Marsh Real Estate Investments, LLC - 2nd Reading.
    2. Amend City Code Chapter 28 Sec. 28-141 (F), Wastewater Surcharge Formula - 2nd Reading.
    3. Amend Text of Zoning Ordinance, Section 8.13 Townhouse Development Standards - 1St Reading

15. APPOINTMENTS

16. ADJOURN

"*In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-5130."*

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/17/18 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2922

CM MINUTES (ID # 2922)

Minutes from the 7-3-18 city council meeting.

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
July 3, 2018
TIME: 7:00 PM

1. Call to Order

President Smith called the Council meeting to order at 7:00 pm and asked Mr. Shuman to call the roll.

2. Roll Call

Mr. Shuman called the roll and all city council members were present.

   1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

Mr. Murray provided the invocation.

   1. Joseph Murray with the Way 2 Serve Ministries.

4. Pledge of Allegiance

Taylor, Cole and McKell lead the Pledge of Allegiance.

   1. Boy Scouts from Troop 354, Taylor Brady, Cole Brady and McKell Stackhouse.

5. Reading of Minutes
   1. Minutes from the 6-19-18 city council meeting.

   The minutes of the city council meeting on 6-19-18 was approved as prepared.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Unfinished Business
7. Remarks By the Mayor

Mayor Fuller reminded everyone that the Back-to-School sales tax holiday weekend is July 20-22.

Mayor Fuller said because of the July 4th holiday, the Wednesday garbage pickup would be picked up on Thursday and the normal Thursday pickup would be picked up on Friday. He wished everyone a safe and wonderful 4th of July.

8. Citizen Communications

(Limit comments to five minutes or less)

Shirley Lazenby, 1400 Morris Avenue, said they had just closed on 15 acres and now owns over 200 acres on Morris Avenue. If Morris Avenue is to be widen, it should include bike lanes and residential paths. It would be great to have a 12 foot multi-use lane. A bike path all the way to the Sportsplex should be part of the plan as well. The city should also consider having a median and islands on Morris Avenue to help future land development and property values.

Peter Elliott, 1309 Morris Avenue, thanked the Mayor and Council for the opportunity to speak. I have about 4 acres on Morris Avenue. There are signs on Morris Avenue that say "No trucks allowed". However, there are a lot of trucks on Morris Avenue going to the mill. There are many violations and needs to be enforced. Should Morris Avenue be widen, it could let to even more trucks. I am opposed to the widening of Morris Avenue since it will increase car and truck traffic. Also, it is very likely that the City will have to obtain additional Right of Way on certain parts of Morris Avenue to widen the street properly. I think it is a bad idea and ask the City to please reconsider the plans to widen Morris Avenue.

President Smith advised Mr. Elliott that Police Chief McEachern is aware of the trucks on Morris Avenue and tickets are being issued.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Brick Oven Pizza Co. request a retail beer & wine on-premise license.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

12. Awarding of Bids

1. Bids 141-18 2018 City Wide Resurfacing Continuation - ENG

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

13. Resolutions

1. Resolution 142-18 Expense reports from various departments.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Resolution 143-18 Designate City Personal Property Surplus & Authorize Disposal

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Resolution 144-18 Budget Resolution for New Police Dept and Municipal Ct-PD & MC

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

4. Resolution 145-18 Award Bids for New Police Department and Municipal Court - PD & MC

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

5. Resolution 146-18 Authorize Revised Purchase of Real Property, Lauderdale

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Resolution 147-18 Sewer Refund 2709 Rocky Brook Lane.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

7. Resolution 148-18 Purchase-Cisco Equipment-State Contract-IT

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

8. Resolution 149-18 Grant application, I-85 Connector Grant - Eng.

Mr. Smith T reminded the concerned citizens that we are just applying for funding for this project. No final decisions have been made. Should we receive said grant, there will be further discussions and approvals required for the final plans for Morris Avenue.

Mr. Canon said we are years away before breaking ground on this project. Applying for this grant is just the first step.

Ms. Pitts asked if the City can deny these grant funds should the City be awarded this grant. Scott Parker, City Engineer stated the City can decline the grant funds should the City be awarded this grant.

Ms. Jones said we will do what is best for the community. This is just the first step for the City to be considered for Federal grant funds. The final plans and approvals will be decided later if the City receives the grant funding.

President Smith thanked the citizens for speaking and sharing their concerns and ideas with Mayor Fuller and the City Council.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

9. Resolution 150-18 Special appropriation, Dixie Boys Baseball in State Tournament.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

10. Resolution 151-18 Approve consent order with ADEM.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

14. Ordinances
    1. Ordinance Sell City Property to Marsh Real Estate Investments, LLC - 1st Reading.

    This ordinance was introduced by Mr. Smith T.

    RESULT: **FIRST READING INTRODUCED**

    2. Ordinance Amend City Code Chapter 28 Sec. 28-141 (F), Wastewater Surcharge Formula - 1st Reading.

    This ordinance was introduced by Mr. Canon.

    RESULT: **FIRST READING INTRODUCED**

15. Appointments
    1. Appoint Tom Morris to the Al. Municipal Electric Election Committee. Term ends 5-31-19.

    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: David Canon, Council Member
    SECONDER: Patricia Jones, President Pro-Tem
    AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

16. Adjourn

The City Council meeting minutes of July 3, 2018 are hereby adopted and approved this the ____ day of ______________, 2018.

/s/

____

President of City Council

City of Opelika, Alabama

ATTEST:

/s/

____

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

The city council meeting ended at 7:23 pm.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/17/18 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 2926

MAYOR'S REMARKS (ID # 2926)

June 2018 Monthly Building Report

City of Opelika Building Inspections Department
June 2018 Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
6/4/2018	1405 BITTERNE CT	C. P. Rogers	Accessory Buildings	$ 2,200.00
6/4/2018	2703 PORTER DR	A&E HOLDINGS LLC	Alteration	$ 7,134.00
6/5/2018	717 1ST AVE STE A	Pinnacle Construction Services, LLC	Alteration	$ 130,000.00
6/5/2018	219 N 30TH ST	SIMPSON ROOFING	Roofs	$ 3,700.00
6/6/2018	124 S 8TH ST	Cakeitecture	Alteration	$ 44,755.00
6/6/2018	3431 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	$ 238,542.00
6/6/2018	1016 WINCHESTER CT	STONE MARTIN BUILDERS	New Single Family Detached	$ 301,609.00
6/6/2018	911 BEAUFORD DR	STONE MARTIN BUILDERS	New Single Family Detached	$ 245,651.00
6/6/2018	685 FOX TRL	MARSHALL DESIGN BUILD LLC	New	$ 40,000.00
6/6/2018	3401 OAK BOWERY RD	JMA CONSTRUCTION	Accessory Buildings	$ 25,000.00
6/6/2018	406 WESTWOOD ST	LEE REMODELING LLC	Decks	$ 1,200.00
6/6/2018	3051 FREDERICK RD 4	ENCORE REHABILITATION INC	Tenant Build Out	$ 47,400.00
6/6/2018	1712 1ST AVE	ALL-V ROOFING & RESTORATION LL	Roofs	$ 4,000.00
6/6/2018	1405 INDIA RD	ANCHOR ROOFING	Roofs	$ 4,000.00
6/7/2018	2400 GRAND NATIONAL PKWY	ENGLISH POOL COMPANY INC	Swimming Pool	$ 60,000.00
6/7/2018	2507 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 250,996.00
6/7/2018	2709 COMPASS PT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 253,171.00
6/7/2018	2210 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 335,183.00
6/7/2018	2213 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 283,437.00
6/7/2018	2211 GREENE WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 367,606.00
6/8/2018	105 ROCKET AVE	C.P.E.& G. CO	Alteration	$ 10,000.00
6/8/2018	1011 2ND AVE	Greg Harris	Addition	$ 30,000.00
6/8/2018	3582 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 163,555.00
6/11/2018	1213 CATHERINE DR	GRAYHAWK HOMES INC	New Single Family Detached	$ 183,216.00
6/11/2018	4150 ACADEMY DR	BACKYARD EXPERIENCE, THE	Swimming Pool	$ 74,000.00
6/11/2018	8 MORRIS AVE	DANNY CLEMENTS BUILDER INC	Schools & Other Educational	$ 397,000.00
6/11/2018	1120 SAWYER DR	GRAYHAWK HOMES INC	New Single Family Detached	$ 182,901.00
6/12/2018	2673 SPRING LAKES XING	CLAYTON PROPERTIES GROUP INC	New Single Family Detached	$ 227,716.00

Attachment: June 2018 Monthly Building Report (2926 : June 2018 Monthly Building Report)

6/12/2018	2676 LAKEVIEW TER	CLAYTON PROPERTIES GROUP INC	New Single Family Detached	$ 227,716.00
6/13/2018	2707 EASTPOINT DR	WAYPOINT HOMES LLC	New Single Family Detached	$ 228,583.00
6/13/2018	106 N 16TH PL A	TRIPLE B CONSTRUCTION LLC	Roofs	$ 7,281.20
6/13/2018	103 SPRING HILL AVE	GOLD HILL CONSTRUCTION	Alteration	$ 5,610.00
6/14/2018	714 N 10TH ST	Lindsey Hayley	Alteration	$ 60,000.00
6/15/2018	2131 INTERSTATE DR	JME BUILDING & DEVELOPMENT LLC	Alteration	$ 155,211.00
6/15/2018	403 HALL AVE	A&E HOLDINGS LLC	Alteration	$ 5,367.00
6/15/2018	1906 DICKSON ST	SCF BUILDING A&O LLC	Accessory Buildings	$ 1,700.00
6/15/2018	3800 HERITAGE PL	A&E HOLDINGS LLC	Alteration	$ 1,383.00
6/19/2018	2006 SANDERS CREEK DR	LARRY R BAILEY CONSTRUCTION	Alteration	$ 70,000.00
6/20/2018	451 BAY CT	Network Installation Specialist LLC	Communication Towers	$ 229,794.00
6/21/2018	816 LORI LN	Builders Professional Group	New Single Family Detached	$ 221,135.00
6/21/2018	414 N 8TH ST	ALL-V ROOFING & RESTORATION LL	Roofs	$ 9,100.00
6/25/2018	1806 TRIMBLE ST	Karen Heimen	Alteration	$ 25,000.00
6/26/2018	2750 MILL LAKES RDG RDG	CLAYTON PROPERTIES GROUP INC	New Single Family Detached	$ 243,905.00
6/26/2018	2901 SOCIETY HILL RD	JOHNSON CONTROLS FIRE PROTECTION	Fire Alarm	$ 6,600.00
6/28/2018	3007 ALUMNI LN	DILWORTH DEVELOPMENT INC	New Single Family Detached	$ 234,864.00
6/28/2018	816 FLORAL ST	John Tennant	Accessory Buildings	$ 3,000.00
6/28/2018	3005 ALUMNI LN	DILWORTH DEVELOPMENT INC	New Single Family Detached	$ 193,692.00
6/29/2018	1409 PIEDMONT AVE	Neher Group	Roofs	$ 3,502.00
6/29/2018	315 N 3RD ST	SUPERIOR ROOFING CO	Roofs	$ 7,340.00
				$ 5,854,755.20

Jeff Kappelman

Chief Building Official, Jeff Kappelman

Planning Department - Building Inspections Division
Telephone 334-705-5420
Fax 334-705-5159

Rich in heritage, with a vision for the future

Monthly Permits For June, 2018

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	13	19
Plumbing Upgrades	7	25
Electrical Upgrades	11	48
Mechanical Upgrades	6	53
Reroofs And Roof Repairs	1	6
Mobile Home Services	0	2
Building Additions/Accessory Structures	0	4

Monthly Totals For June 2009-2018

2009	$2,274,539.00
2010	$15,454,374.00
2011	$2,746,405.00
2012	$2,019,998.00
2013	$9,059,891.00
2014	$4,340,584.00
2015	$12,019,990.00
2016	$13,921,378.00
2017	$10,392,836.00
2018	$5,854,755.20

Total Permits Issued:

1	New Buildings: Commercial	$40,000.00
11	Commercial Renovations And Repairs	$1,132,041.20
0	Signs	$0.00
19	New Single Family Homes	$4,383,478.00
19	Residential Repairs And Renovations	$299,236.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
50	Total Building Permits Issued	$5,854,755.20
50	Total Permits Issued For June, 2018	**$5,854,755.20**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

Jeff Kappelman

Jeff Kappelman
Chief Building Inspector

Planning Department - Building Inspections Division

Telephone 334-705-5420
Fax 334-705-5159

Rich in heritage, with a vision for the future

Fiscal Year To Date Report - 2018

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	1
Building Repairs	70	121
Plumbing Upgrades	33	135
Electrical Upgrades	46	172
Mechanical Upgrades	28	123
Reroofs And Roof Repairs	6	26
Mobile Home Services	0	21
Building Additions/Accessory Structures	1	30

Yearly Totals For Oct. 1st - Sept. 30th	
2008	$127,407,288.00
2009	$67,359,271.00
2010	$96,662,342.00
2011	$45,352,237.00
2012	$178,221,004.00
2013	$61,881,917.00
2014	$79,409,560.00
2015	$192,080,600.00
2016	$127,079,852.00
2017	$166,673,506.00

Total Permits Issued:

19	New Buildings: Commercial	$35,089,219.00
61	Commercial Renovations And Repairs	$7,595,363.46
28	Signs	$269,199.30
199	New Single Family Homes	$46,227,791.45
147	Residential Repairs And Renovations	$1,738,236.45
0	New Apartment Units	$0.00
3	New Duplex Residences	$596,540.00
413	Total Building Permits Issued	$80,463,042.91
401	Total Issued for FY 2018	$91,516,349.66

Jeff Kappelman
JEFF KAPPELMAN
Building Official

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/17/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 2920

GENERAL BUSINESS (ID # 2920)

Gateway Food Mart Request AB Retail Beer and Wine Off-Premise License.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/17/18 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2918

GENERAL BUSINESS (ID # 2918)

Request from Prayer Force United for Saturday, August 18th.

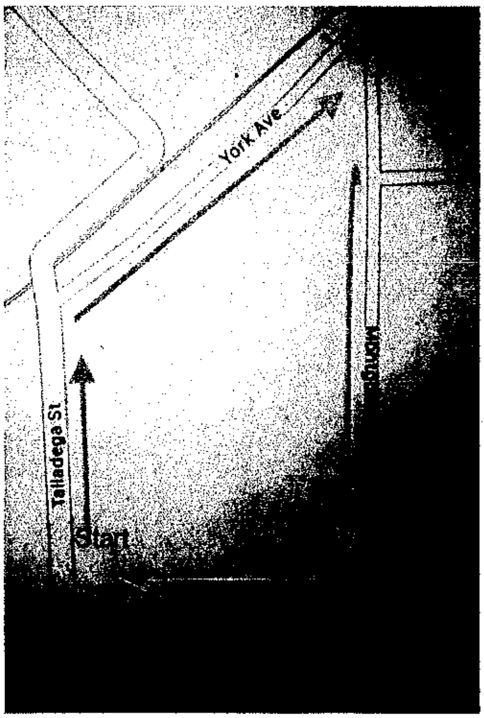
Shuman, Robert

From: Wendy Rajan <wendyrajan6@gmail.com>
Sent: Tuesday, July 3, 2018 2:08 PM
To: Shuman, Robert
Cc: Mark Gatlin; Melissa Gatlin
Subject: Prayer Force United proposal for August

Mr. Shuman,

Good Afternoon! Below is a proposal that Prayer Force United would like to request for **Saturday, August 18th 10:30 - 11:30 AM**. There are not any sidewalks so we would need a police escort. We will be walking 2x2 on the far right side of the street.

Blessings,
Wendy Rajan



- Start on Talladega Street
- Turn Right onto York Avenue
- Turn Right onto Montgomery Street
- Turn Right onto Monroe Avenue
- End at Corner of Talladega/Monroe

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/17/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 2895

GENERAL BUSINESS (ID # 2895)

Public Hearing, Weed Abatement Assessment - 411 S 4Th St.

WEED ABATEMENT INVOICE

Date: 06/27/2018

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
411 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-028.000

On May 14, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 88.77

Certified mail: 13.34

Misc. ______

Total 102.11

To: State of Alabama
PO Box 327210
Montgomery Al 36132

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 411 S 4th St. Parcel 10-03-08-3-000-028.000

==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 411 S 4th St., Parcel No. 028.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $102.11.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th day of July, 2018.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 27th day of June, 2018.

____
Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Purchasing-Revenue Manger
Guy. F. Gunter, III – City Attorney

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/17/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 2905

GENERAL BUSINESS (ID # 2905)

Public Hearing Weed Abatement Assessment - 709 India Rd.

WEED ABATEMENT INVOICE

Date: 06/27/2018

To: Ditech Financial LLC
7360 S Kyrene Rd.
Tempe Az. 85283

Property Address:
709 India Rd
Opelika Al. 36801
Parcel #10-03-06-2-000-042.011

On May 25, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 297.50

Certified mail: 13.34

Misc. ____________

Total 310.84

To: Ditech Financial LLC
7360 S Kyrene Rd.
Tempe Az. 85283

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 709 India Rd, Parcel 43-10-03-06-2-000-042.011

==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 709 India Rd., Parcel No. 042.011 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $310.84.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th day of July, 2018.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 27th day of June, 2018.

____
Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Purchasing-Revenue Manger
Guy. F. Gunter, III – City Attorney

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/17/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 2902

GENERAL BUSINESS (ID # 2902)

Public Hearing Weed Abatement Assessment - 901 Lake Condy Rd.

WEED ABATEMENT INVOICE

Date: 06/27/2018

To: Reba Woodard/John Leprettre
901 Lake Condy Rd.
Opelika Al. 36801

Property Address:
901 Lake Condy Rd.
Opelika Al. 36801
Parcel # 10-03-05-1-000-068.000

On May 25, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 258.61

Certified mail: 13.34

Misc. ____________

Total 271.95

To: Reba Woodard/John Leprettre
901 Lake Condy Rd.
Opelika Al. 36801

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 901 Lake Condy Rd, Parcel 10-03-05-1-000-068.000

===

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 901 Lake Condy Rd, Parcel No. 068.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $271.95.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th day of July, 2018.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 27th day of June, 2018.

____
Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Purchasing-Revenue Manager
Guy. F. Gunter, III – City Attorney

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/17/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 2899

GENERAL BUSINESS (ID # 2899)

Public Hearing Weed Abatement Assessment - 1109 Magnolia St.

WEED ABATEMENT INVOICE

Date: 06/27/2018

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On May 31, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 138.51

Certified mail: 13.34

Misc.

Total 151.85

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
1109 Magnolia St. Parcel 10-04-18-2-001-022.000
==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, Parcel No. 022.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $151.85.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th of day July, 2018.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 27th day of June, 2018.

____
Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Manager Revenue & Purchasing
Guy. F. Gunter, III – City Attorney

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

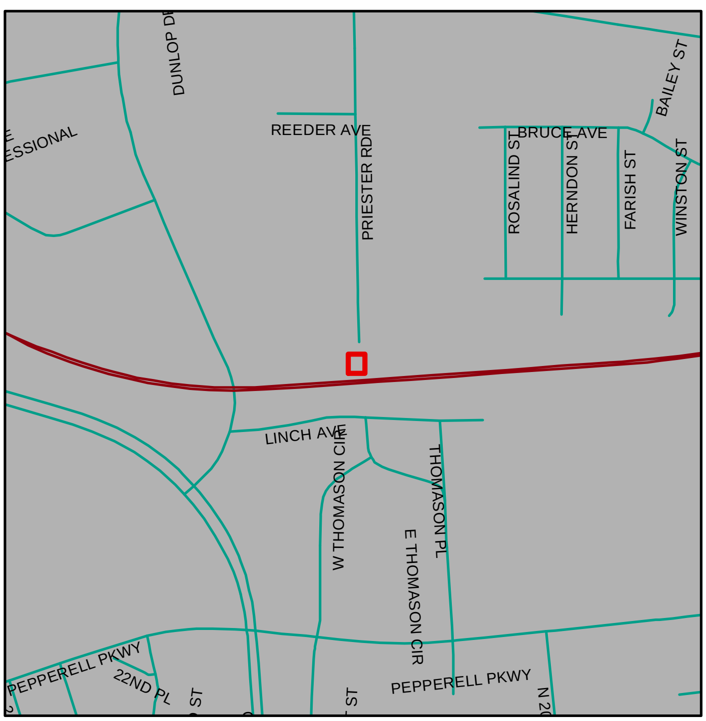
Meeting: 07/17/18 07:00 PM
Department: Planning
Category: Vacate Property
Prepared By: Charles Mosley
Initiator: Charles Mosley
Sponsors:
DOC ID: 2927

GENERAL BUSINESS (ID # 2927)

Public Hearing - Vacate Right-Of-Way - Portion of Priester Road

The Petitioner (East Alabama Medical Center) has purchased property on both sides of a portion of Priester Road that extends to the railroad. Priester Road does not extend across the railroad and there are no plans to do so in the future. EAMC has requested that this portion of the Priester Road right-of-way (about 142 feet) be vacated. At the February 24th meeting, the Planning Commission voted unanimously to send a positive recommendation to City Council to vacate this portion of Priester Road. City Council reviewed this vacation at the June 5th City Council Worksession. Certified letters were mailed to adjacent property owners and letters mailed to Utility companies giving notice of the July 17th CC public hearing.

PETITION TO VACATE RIGHT-OF-WAY
SOUTH PORTION OF PRIESTER ROAD
VACATION OF ROW, D-11



EAMC, the applicant, has submitted a petition to vacate the south portion of Priester Road. EAMC is the adjacent property owner.

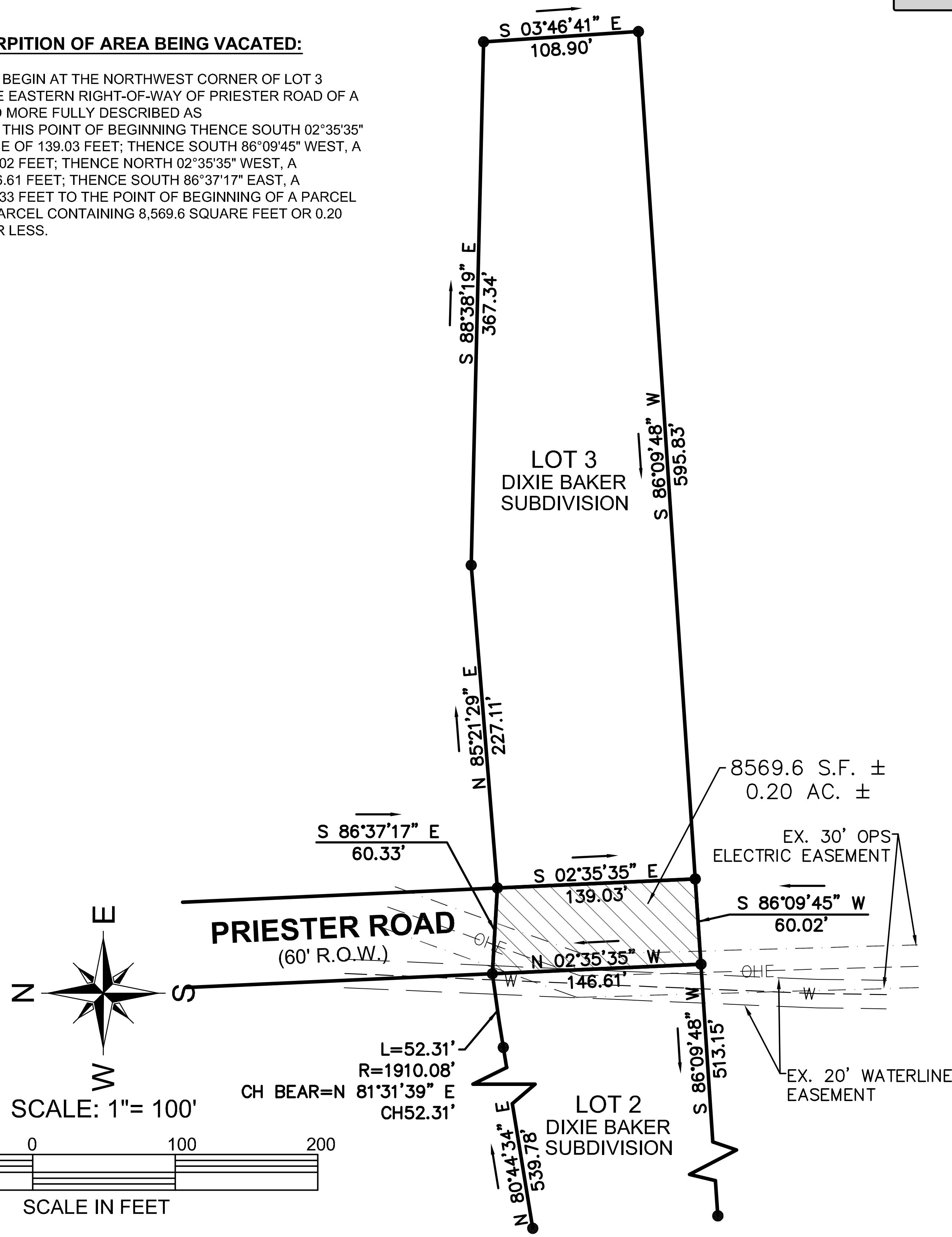
Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without

EXHIBIT "A"

LEGAL DESCRPITION OF AREA BEING VACATED:

COMMENCE AND BEGIN AT THE NORTHWEST CORNER OF LOT 3 LOCATED ON THE EASTERN RIGHT-OF-WAY OF PRIESTER ROAD OF A PARCEL OF LAND MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING THENCE SOUTH 02°35'35" EAST, A DISTANCE OF 139.03 FEET; THENCE SOUTH 86°09'45" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 02°35'35" WEST, A DISTANCE OF 146.61 FEET; THENCE SOUTH 86°37'17" EAST, A DISTANCE OF 60.33 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND, SAID PARCEL CONTAINING 8,569.6 SQUARE FEET OR 0.20 ACRES, MORE OR LESS.



1975 Mall Blvd, Suite 100
Auburn, Alabama 36830
Phone: (334) 887-3002

BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	DRAWN	CHECKED	DATE
B22818.01	BAB	ARN	06/21/18

EXHIBIT OF PART OF PRIESTER ROAD R.O.W.
DIXIE BAKER SUBDIVISION LOTS 2 & 3

SEC. 14 T 19 N Rg 26 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 100' JUNE 21, 2018
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

NOTICE OF PUBLIC HEARING
OPELIKA CITY COUNCIL
JULY 17, 2018 7:00 P.M.

NOTICE IS HEREBY GIVEN in accordance with §23-4-2, *Code of Alabama*, 1975, that the City Council of the City of Opelika will conduct a Public Hearing during the regularly scheduled City Council meeting on Tuesday, July 17, 2018, beginning at 7:00 p.m. in the Opelika City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, to receive the benefit of public input concerning a proposal to vacate the portion of Priester Road lying between Lots 2 and 3 of Dixie Baker Subdivision, according to plat of said subdivision of record in Plat Book 40 at Page 33 in the Office of the Judge of Probate of Lee County, Alabama. All persons interested in the proposed vacation are invited to appear at the public hearing and express their views. Written statements or objections may be submitted to the City Clerk prior to the time of the hearing.

The portion of Priester Road proposed to be vacated is more particularly described as follows:

> Commence and begin at the northwest corner of Lot 3 located on the Eastern right-of-way of Priester Road of a parcel of land more fully described as follows: From this point of beginning thence South 02°35’35” East, a distance of 139.03 feet; thence South 86°09’45” West, a distance of 60.02 feet; thence North 02°35’35” West, a distance of 146.61 feet; thence South 86°37’17” East, a distance of 60.33 feet to the point of beginning of a parcel of land, said parcel containing 8,569.6 square feet or 0.20 acres, more or less.

A copy of the Petition to Vacate and the proposed resolution approving the vacation will be available upon request at the office of the City Clerk, 2nd Floor of City Hall, 204 South 7th Street, Opelika, Alabama.

Please contact Lisa McLeod, the City’s ADA Coordinator, at 334-705-5131 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

DATED this the _____ day of ____________________, 2018.

____
ROBERT G. SHUMAN, CITY CLERK

TO: PUBLISHER
{Name of Newspaper}
{Address}
Opelika, Alabama 36801

Please publish the foregoing Notice once a week for four (4) consecutive weeks in the [Name of Newspaper].

____
ROBERT G. SHUMAN, CITY CLERK

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/17/18 07:00 PM
Department: Planning
Category: Public Hearing
Prepared By: Charles Mosley
Initiator: Charles Mosley
Sponsors:
DOC ID: 2929

GENERAL BUSINESS (ID # 2929)

Public Hearing, Amend Text Zoning Ordinance, Section 8.13 Townhouse Development Standards

CITY OF OPELIKA, ALABAMA
NOTICE OF PUBLIC HEARING
ZONING ORDINANCE AMENDMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, July 17, 2018, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend the text of Ordinance Number 124-91 (entitled "Zoning Ordinance of the City of Opelika") adopted on September 17, 1991. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. ________

AN ORDINANCE TO AMEND THE TEXT OF THE
ZONING ORDINANCE OF THE CITY OF OPELIKA
SPECIFICALLY TO AMEND SECTION 8.13 THEREOF

BE IT ORDAINED by the City Council (the "City Council") of the City of Opelika, Alabama (the "City") as follows:

Section 1. Amendment. That Section 8.13, Townhouse Development Standards, of Ordinance 124-91 entitled "Zoning Ordinance of the City of Opelika, Alabama", adopted on September 17, 1991, as amended, is further amended by the deletion of the entire language of said section and substitution of the following, so that hereinafter said Section 8.13 shall read, in its entirety, as follows:

Sec. 8.13 TOWNHOUSE DEVELOPMENT STANDARDS

The regulations as contained in this section shall be applied to developments involving townhouses. A development plan, satisfying all the requirements of this ordinance shall be submitted to, reviewed by, and approved by the Planning Commission. Information required by Section 8.16.

A. Site Plan and Design Criteria, General.

It is the intent of this ordinance that townhouses, in areas where they are or may be permitted.

1. May be appropriately intermingled with other types of housing; and
2. Shall not form, long unbroken lines of row housing, but shall be staggered, singularly or in pairs, not less than three feet (3') or more than twelve feet (12'); and
3. Shall constitute groupings making efficient, economical, comfortable and convenient use of land and open space and serving the public purposes of zoning by means alternative to conventional arrangements of yards and building areas.
4. Shall provide adequate common open space free of buildings, streets, driveways, or parking areas. The common open space shall be so designed and located that it is easily accessible to all occupants of the project and is usable for open space and recreational purposes. Moreover, the Planning Commission may require that an association of owners or tenants be created for the purpose of maintaining such open spaces. It shall be created in such a manner that owners of property shall automatically be members and shall be subject to assessments levied to maintain said open space for the purposes intended for as long as the existence of the development.

B. Site Plan and Design Criteria, Details.

In line with the general considerations above the following criteria shall be met.

1. Maximum Units. Not more than twelve (12) contiguous townhouses, nor fewer than two (2) shall be built in a row with approximately the same front line; however in no event shall the number of units exceed the density allowed in the zone where the townhouse unit is to be constructed.

2. Minimum Width. The area on which any townhouse unit is to be constructed shall be twenty (20) feet.

3. Separation Requirements-interior or Project. No portion of townhouse or accessory structure in or related to one (1) group of contiguous townhouses shall be closer than twenty (20) feet to any portion of a townhouse or accessory structure related to another group.

4. Yards. Front, sides and rear yards for the overall development or site shall not be less than those permitted on zoning lots for the district; Each townhouse shall have one (1) abutting yard, which may be in the required front, side or rear yard equal to the width of the townhouse and have an area not less than fifty (50%) percent of the first floor areas of the townhouse, private and reasonable secluded from view or from neighboring property. Such yard shall not be used for any accessory building.

5. Access Strip. Each group of contiguous townhomes shall have a five (5) foot access easement adjacent to the private yard that connects to the public or private street providing vehicular access.

6. Group Parking Facilities.

a) Insofar as practicable, off-street parking shall be grouped in bays, in the interior of the project areas. No off-street parking space shall be more than one hundred (100) feet by the most direct pedestrian route, from a door of the dwelling unit it is intended to serve. Two (2) parking spaces shall be provided for each dwelling unit. Parking bays shall be separated from street paving by curb or by curbed island, in either case the curb shall be a minimum of four (4) inches in width; except in driveway turnouts that will be provided between street paving and parking bays. This arrangement shall be constructed to prevent backing out into street from parking area.

b) Townhouse units that front open space, have individual garages/carports or are accessed by a rear alley may utilize alternative parking configurations as approved by the City of Opelika.

7. Density. The density of the development shall coincide with the "dwelling units per acre" requirement as specified in Section 7.3A. according to the appropriate zoning district.

8. Maintenance. Provision for the maintenance of all common parking, open access and other spaces and areas shall be included in the plat restrictions of the property. Individual utility connections shall be provided to each townhouse dwelling unit.

9. Fire Lanes. All townhouse buildings and developments shall comply with all building, fire, and life safety codes adopted by the City of Opelika at the time of permitting for that building and as administered by the building official or fire chief, or their respective representatives. This shall include among other criteria any requirements prescribed for fire lanes, fire-rated construction or building separation.

10. Design. Townhouse developments should reflect the character and complement of the surrounding housing.

a) Townhouse developments and buildings shall address the street when placed on local streets or existing residential neighborhoods unless prohibited by the lot configuration, topographic issues or other design issues.

i. This shall include having the front façade of the building face the street.

ii. Any buildings located behind the front row of buildings may have different orientations.

iii. Corner lots are only required to address one street side, although blank or uninterrupted walls are discouraged and should be screened or landscaped when possible.

b) Townhouse developments located on arterial or collector streets may be oriented away from the street.

c) Any fences or walls constructed abutting a public street shall be consistent in material, height and depth along a group of contiguous townhouse units.

C. Design Criteria of Townhouses, Individual Owners.

In districts where townhouse buildings are permitted and townhouses are to be constructed for sale, each on its own lot, to individual owners:

1. Minimum Requirements. Townhouse developments shall be subject to the minimum requirements specified in the subdivision regulation; such townhouses shall be constructed in accordance with applicable provisions of all codes of the City with no more than twelve (12) units per building, nor fewer than two (2) in a row with approximately the same front line.

2. Minimum Width. The width of the lot on which any single townhouse is to be constructed shall be twenty (20) feet or greater at front lot line.

3. Minimum Lot Area. The minimum lot area per townhouse shall be no less than eighteen hundred (1,800) square feet. The minimum areas required shall be exclusive of any paved common parking areas or driveways. The minimum lot area may include any required buffers, individual parking, garages or carports, or rear access alleyways.

4. Separation Requirements-interior of Projects. No portion of a townhouse or accessory structure shall be closer than twenty (20) feet to any portion of a townhouse or accessory structure related to another group.

5. Yards.

a. On lots containing townhouse dwellings, fronting on a public way, there shall be a minimum front yard as required in each zone.

b. A ten (10) feet side yard shall be required at the end of each townhouse building for a total of twenty (20) feet between structures. Each townhouse shall have one abutting yard, which may be within the required front, side or rear yard, equal in width of the townhouse and have an area not less than fifty percent (50%) of the first floor area of the townhouse, private and reasonable secluded from view from streets or from neighboring property. Such yards shall not be used for any accessory buildings.

c. On corner lots facing or siding on a public street, the side yard minimum shall conform to side yard on street yard minimum requirements, satisfying the zone in which development is located.

6. Access. A townhouse development shall front on a public right-of-way. However, individual townhouse lots need not abut public streets. When such lots do not abut public streets, they shall abut private roads, parking lots or access easements.

a. Any private road, parking aisle or access easement used for frontage requirements shall meet the minimum standards as designated in the City of Opelika Code of Ordinances, Chapter 26, Article V, Section 26-168.

b. The City Engineer shall review and approve proposed access specifications to ensure that the proposed road way is adequate to handle the expected usage.

c. The length and extent of private roads, driveways and parking aisles providing access to lots shall be minimized, and public streets shall be provided in larger subdivisions when substantial distances are involved. Individual lots shall be no more than 1,000 feet from a public street as measured along the private access road. The Planning Commission may waive this distance requirements if it is determined that the design will allow a better internal street network or in cases where topography limits connectivity.

d. Any private road, parking aisle or access aisle used for frontage requirements or access shall be maintained in good repair and free of defect or deformations so that passability shall not be impaired.

e. The City Engineer or other authorized representative shall be authorized to inspect private roads that provide a means of ingress or egress and may cause corrective action or abatement as described in City of Opelika Code of Ordinances, Chapter 26, Article V.

Section 2. Repeal of Conflicting Ordinances. Any ordinance or parts thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 4. Publication. The City Clerk is directed to publish a synopsis of this Ordinance in a newspaper of general circulation in the City of Opelika, Lee County, Alabama pursuant to Section 11-45-8(b)(2), Code of Alabama, (1975) as amended.

ADOPTED AND APPROVED this the _____day of ____________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of ____________________, 2018.

____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _________________, 2018.

____
MAYOR

ATTEST:

____
CITY CLERK

END

All interested persons are invited to attend the Public Hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at City Hall, P.O. Box 390, Opelika, AL 36803 at any time prior to the Public Hearing and may be further submitted to the City Council at the meeting and Public Hearing.

The City Council reserves the right to modify or alter any of the proposed amendments to the Zoning Ordinance and to make amendments to the Zoning Ordinance.

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5131 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

WITNESS my hand this the ___day of _________________, 2018.

____
CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the June ____, 2018 issue of your paper.

CITY CLERK

At the May 22nd meeting the Planning Commission voted 5 to 0 (one abstain) to send a positive recommendation to City Council to approve the attached text amendments. At the June 5th CC WS, the City Council reviewed the text amendments and approved advertising for a CC PH.

RESOLUTION NO. 152-18

Weed Abatement Assessment - 411 S 4Th St.

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

411 S 4th St., Parcel No. 028.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 411 S 4th St., parcel no. 028.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 411 S 4th St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 17th day of July, 2018 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika as

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $102.11 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 411 S 4th St., Parcel no. 028.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-3-000-028.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the 17th day of July, 2018.

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 06/27/2018

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
411 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-028.000

On May 14, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	88.77
Certified mail:	13.34
Misc.	
Total	102.11

RESOLUTION NO. 153-18

Weed Abatement Assessment - 709 India Rd

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

709 India Rd., Parcel No. 042.011

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 709 India Rd., parcel no. 042.011 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 709 India Rd., a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 17th day of July, 2018 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika as

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.

2. The cost for abating such weed nuisance, in the amount of $310.84 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 709 India Rd., Parcel no. 042.011 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.

3. The tax identification number for said parcel(s) of land is 43-10-03-06-2-000-042.011 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the 17th day of July, 2018.

____

President of the City Council

City of Opelika, Alabama

Attest:

____

R. G. "Bob" Shuman, CMC

WEED ABATEMENT INVOICE

Date: 06/27/2018

To: Ditech Financial LLC
7360 S Kyrene Rd.
Tempe Az. 85283

Property Address:
709 India Rd
Opelika Al. 36801
Parcel #10-03-06-2-000-042.011

On May 25, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 297.50

Certified mail: 13.34

Misc. ____________

Total 310.84

RESOLUTION NO. 154-18

Weed Abatement Assessment - 901 Lake Condy Rd.

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

901 Lake Condy Rd., Parcel No. 068.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 901 Lake Condy Rd., parcel no.068.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 901 Lake Condy Rd., a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 17th day of July 2018 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika as

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $271.95 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 901 Lake Condy Rd., Parcel no. 068.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-05-1-000-068.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the 17th day of July, 2018.

____

President of the City Council

City of Opelika, Alabama

Attest:

____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 06/27/2018

To: Reba Woodard/John Leprettre
901 Lake Condy Rd.
Opelika Al. 36801

Property Address:
901 Lake Condy Rd.
Opelika Al. 36801
Parcel # 10-03-05-1-000-068.000

On May 25, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement:	258.61
Certified mail:	13.34
Misc.	
Total	271.95

RESOLUTION NO. 155-18

Weed Abatement Assessment - 1109 Magnolia St.

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1109 Magnolia St, Parcel No. 022.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, parcel no. 022.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1109 Magnolia St., a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 17th day of July, 2018 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika as

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $151.85 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1109 Magnolia St, Parcel no. 022.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-001-022.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the 17th day of July, 2018.

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 06/27/2018

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On May 31, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 138.51

Certified mail: 13.34

Misc. ____________

Total 151.85

RESOLUTION NO. 156-18

Purchase - One (1) HP Designjet Printer - IT

RESOLUTION NO. ____________

WHEREAS, the Information Technology Department desires to purchase one (1) HP Designjet Printer with three (3) years of support utilizing State Contract #T020 for the Engineering and Planning Departments; and

WHEREAS, TSA is the State Contract Vendor for the HP Designjet Printer; and

WHEREAS, this is a budgeted purchase;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

1. That the purchase be awarded to TSA utilizing the State of Alabama Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to TSA in the total amount of $15,238.00.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the ______ day of ________________, 2018.

____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

____

Robert G. Shuman

City Clerk - Treasurer

Sissie McKnight
3821 Lorna Rd, Suite 100
Hoover, AL 35244

Cell: 334-546-5280
Toll Free: 877-384-1234
Fax: 205-402-2385
Sissie.McKnight@TSA.com

Federal ID# 76-0200990-00
Vendor Code# VC000004985

June 28, 2018

Quote# 062818

City of Opelika

Lou Malloy

Qty	Prod. #	Description	List Price	Discount	Unit Price	Ext. Price
1	1GY94A	HP DESIGNJET T1700DR 44 PS SD Pro MFP	$18,995.00	30.40%	$13,220.00	$13,220.00
1	U7UM9E	HP 3y Nbd+DMR DsgnJt SDPro MFP HW Support	$1,769.00	17.86%	$1,453.00	$1,453.00
1	H4518E	HP Ntwk Install Designjet 400-6100 SVC	$699.00	26.32%	$515.00	$515.00
1		Liftgate Service			$50.00	$50.00

Total Price includes Shipping **$15,238.00**

T020

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000165** **NOT TO EXCEED AMOUNT:**

Begin Date:	03/17/2018	Procurement Folder:	490823
Expiration Date:	03/16/2019	Procurement Type:	Purchase >= $15,000
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	03/20/18	Version Number:	1

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Sonya Bryan	Bryan Bryan	Sonya Bryan
334-242-7250	334-242-7250	334-242-7250
sonya.bryan@purchasing.alabama.gov	sonya.bryan@purchasing.alabama.gov	sonya.bryan@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - Printers and Scanners

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC0000049855: TSA, INC.

Suite 100
3821 Lorna Road
Hoover AL 35244

Contact:

Shannon Vinzant
2054214934
Shv@Tsa.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$0.000000	$0.00			$0.00	$0.00

2048215 - PRINTERS, DESKJET, MOBILE
Printers and Options: Hewlett Packard
Printers and Options: Hewlett Packard

28.2% Off Manufacturer's Catalog

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$0.000000	$0.00			$0.00	$0.00

2048215 - PRINTERS, DESKJET, MOBILE
Printers and Options: Samsung
Printers and Options: Samsung

28.2% Off Manufacturer's Catalog

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	$0.000000	$0.00			$0.00	$0.00

2048863 - SCANNERS, DESKTOP
Scanners and Options: Hewlett Packard
Scanners and Options: Hewlett Packard

29.5% Off Manufacturer's Catalog Per the Attached Specifications

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: [signature]

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

RESOLUTION NO. 157-18

Purchase - VMware Licensing and Maintenance - IT

RESOLUTION NO. ____________

WHEREAS, the Information Technology Department desires to purchase VMware Licensing and Maintenance for three (3) years for the Information Technology department utilizing State Contract #MA 999 17000000186; and

WHEREAS, CDW Government, Inc. is the State Contract Vendor for the VMware Licensing and Maintenance; and

WHEREAS, this is a budgeted purchase;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

1. That the purchase be awarded to CDW Government, Inc. utilizing the State of Alabama Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of $22,678.00.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the ______ day of ________________, 2018.

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

QUOTE CONFIRMATION

DEAR STEPHEN DAWE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JXDL251	7/10/2018	VMWARE	0936449	$22,678.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VMware Support and Subscription Production - technical support - for VMware Mfg. Part#: VS6-EPL-P-SSS-C-R UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: Alabama NVP Software (ADSPO16-130652 MA 999 170)	10	3649015	$1,898.00	$18,980.00
VMware Support and Subscription Production - technical support - for VMware Mfg. Part#: VCS6-STD-P-SSS-C-R UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: Alabama NVP Software (ADSPO16-130652 MA 999 170)	1	3649012	$3,698.00	$3,698.00

PURCHASER BILLING INFO

Billing Address:
CITY OF OPELIKA
ACCOUNTS PAYABLE
PO BOX 390
OPELIKA, AL 36803-0390
Phone: (334) 705-5120
Payment Terms: Net 30 Days-Govt State/Local

SUBTOTAL	$22,678.00
SHIPPING	$0.00
GRAND TOTAL	$22,678.00

DELIVER TO

Shipping Address:
CITY OF OPELIKA
STEPHEN DAWE
204 S 7TH ST
OPELIKA, AL 36801
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Griffin Curcio | (877) 635-6656 | grifcur@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 17000000186 | **NOT TO EXCEED AMOUNT:**

Begin Date: 07/27/2017	Procurement Folder: 389954
Expiration Date: 04/08/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 04/06/18	Version Number: 3

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Jennifer Loretz	Jennifer Loretz	Jennifer Loretz
334-242-7370	334-242-7370	334-242-7370
jennifer.loretz@purchasing.alabama.gov	jennifer.loretz@purchasing.alabama.gov	jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Software, Valued Added Reseller for COT Software & Services

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

Corrections to price pages.

VENDOR INFORMATION

Name /Address:

VC000004220: CDW GOVERNMENT INC

75 REMITTANCE DR
SUITE 1515
CHICAGO IL 60675-1515

Contact:

Brittany Logan
877-742-3146
britlog@cdwg.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		$0.000000	$0.00			$0.00	$0.00

20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO
CDW Contract No. ADSP016-130652
Software, Valued Added Reseller for Commercial off the Shelf Software (COTS) and related services.

Pricing will be presented as a cost plus markup/down. See page 6 and 7 of this Master Agreement for a complete list of Software.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

RESOLUTION NO. 158-18

Purchase - File and Evidence Storage for New PD - PD

RESOLUTION NO. ____________

WHEREAS, the Police Department desires to purchase File and Evidence Storage for the new police department utilizing Sourcewell Contract (formerly NJPA) #031715-KI; and

WHEREAS, Patterson Pope, Inc. is the Sourcewell Contract Vendor for the File and Evidence Storage; and

WHEREAS, this is a budgeted purchase;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

1. That the purchase be awarded to Patterson Pope, Inc. utilizing the Sourcewell Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Patterson Pope, Inc. in the total amount of $288,042.05.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the ______ day of ________________, 2018.

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

patterson·pope
SPACE MADE SIMPLE.

3584 Lorna Ridge Drive
Birmingham, AL 35216
Phone: 205-979-8704 Fax: 205-979-9074
www.pattersonpope.com

SALES QUOTATION

Customer: **City of Opelika, AL**
Project Name: **Public Safety**
Contact: **Lillie Finley**
Quotation Date: **7/11/2018**
Sales Associate: **Frank Skinner, Jr.**

QUOTATION NUMBER	FOB	TERMS
COA-PS-07112018	Destination	Net 30 Days

QTY	DESCRIPTION OF WORK OR PARTS	UNIT PRICE	AMOUNT
	As Per Drawing attached, grouped as per Contract discount proposed, based on Sourcewell Contract (formerly NJPA). Contract Number: 031715-KI Effective Date: 6/1/2015 - 04/09/2019 City of Opelika is a member of Sourcewell.		
	4-POST SHELVING		
	List		$ 125,181.00
	Less 47.2% discount		$ (59,085.43)
	SubTotal		$ 66,095.57
	CANTILEVER		
	List		$ 126.77
	Less 39.2% discount		$ (49.69)
	SubTotal		$ 77.08
	STORGE PRODUCTS Flipper Doors Evidence Lockers Fire Arm Cabinets Gun Lockers Weapon Rack		
	List		$ 30,386.00
	Less 39% discount		$ (11,850.54)
	SubTotal		$ 18,535.46
	Page 1 of 3		

patterson·pope
SPACE MADE SIMPLE.

3584 Lorna Ridge Drive
Birmingham, AL 35216
Phone: 205-979-8704 Fax: 205-979-9074
www.pattersonpope.com

SALES QUOTATION

Customer: **City of Opelika, AL**
Project Name: **Public Safety**
Contact: **Lillie Finley**

QTY	DESCRIPTION OF WORK OR PARTS	UNIT PRICE	AMOUNT
	Continued…….		
	MOBILE CARRIAGES		
	Carriages		
	Face Panels		
	Rails		
	Raised Floor		
	List		$ 62,375.00
	Less 41.3% discount		$ (25,760.87)
	SubTotal		$ 36,614.13
	ActivRAC CARRIAGES		
	List		$ 57,599.00
	Less 38.4% discount		$ (22,118.01)
	SubTotal		$ 35,480.99
	RAPTOR RAC WIDE SPAN		
	List		$ 4,831.00
	Less 38.4% discount		$ (1,855.10)
	SubTotal		$ 2,975.90
	OFFICER LOCKERS - RIVAL		
	List		$ 84,556.00
	Less 43% discount		$ (37,120.08)
	SubTotal		$ 47,435.92
	Page 2 of 3		

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SPACE MADE SIMPLE.

3584 Lorna Ridge Drive
Birmingham, AL 35216
Phone: 205-979-8704 Fax: 205-979-9074
www.pattersonpope.com

SALES QUOTATION

Customer: **City of Opelika, AL**
Project Name: **Public Safety**
Contact: **Lillie Finley**

QTY	DESCRIPTION OF WORK OR PARTS	UNIT PRICE	AMOUNT
	Continued.....		
	Receiving, Warehousing, Inside Delivery, Staging, Installation, Trash Removal, In-Service.		$ 73,818.00
	Total for Contract		$ 281,033.05
	Non-Contract Items: Industrial Drawer, Work Bench, Armory Red Totes, Rolling Ladder.		$ 7,009.00
	GRAND TOTAL		$ 288,042.05
	NOTE: Make P. O. to: Patterson Pope, Inc. 3584 Lorna Ridge Drive, Birmingham, AL 35216		
	Page 3 of 3		

Approved for Purchase By: ________________
Approval Date: ________________
Purchase Order Number: ________________
(if applicable)

We are pleased to submit the above quotation for your consideration. This quotation is valid for 30 days, afterwards prices are subject to change without notice. Please verify your quotation before ordering, if it is older than 30 days. To place an order, please return a signed copy of the this quotation and/or a purchase order for the proper amount. Please reference the quotation number above in all correspondence regarding your order. Applicable sales tax will be added if it is not shown in the above quotation. We appreciate the opportunity to serve you.

RESOLUTION NO. 159-18

Professional Service 'Game Day' Contract with the City of Auburn - OFD.

RESOLUTION NO. ____________

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BY AND AMONG THE CITY OF OPELIKA, ALABAMA, THE CITY OF AUBURN, ALABAMA AND THE AUBURN GAME DAY LAW ENFORCEMENT CORPORATION

FOR GAME DAY SUPPORT SERVICES

WHEREAS, the Assisting Agency maintains and staffs the Opelika Fire Department for the purpose of fire protection, prevention, rescue, emergency medical services, hazardous material, technical rescue and support services; and

WHEREAS, The Auburn Game Day Law Enforcement Corporation (the "Company") desires the assistance of the City's Fire Department to provide support services to include, but not limited to fire suppression and emergency medical services at the Auburn University Regional Airport during major sporting events and/or special events; and

WHEREAS, the Assisting Agency shall render the above services under the direction and supervision of the City of Auburn Police Chief and/or his/her designee; and

WHEREAS, a proposed Professional Services Contract (the "Contract") to be entered into by and among the City, the City of Auburn and the Company has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the proposed inter-governmental Professional Services Contract to be entered into by and among the City of Opelika, the City of Auburn, and The Auburn Game Day Law Enforcement Corporation a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Contract.

2. That the Mayor is hereby authorized and directed to execute and deliver said Contract in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Contract.

5. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the ______ day of ______________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

Auburn Game Day Law Enforcement Corporation
Professional Services Contract

This Professional Services Contract (the "Agreement") made and entered into on this the ___ day of _________, 2018, by and between The Auburn Game Day Law Enforcement Corporation, an Alabama corporation (the "Company"), the City of Auburn, Alabama, a municipal corporation (the "City") and City of Opelika/Opelika Fire Department (Assisting Agency).

The parties hereby state and agree as follows:

1. The City has entered into a Professional Services Contract with Auburn University (the "University") whereby the City agrees to provide Law Enforcement Officers; Fire; Communications and Judicial personnel with the City as well as assisting agencies to provide security and traffic direction for University athletic and other special events.

2. The City and the Company have entered into a Professional Services Contract whereby the Company agrees to assist the City in providing personnel from assisting agencies.

4. The Assisting Agency, acting in support of the City's Public Safety Department/Police Division, shall provide support services to include, but not limited to crowd control, traffic direction, and security at Auburn University campus locations during major sporting events and/or special events.

5. The Assisting Agency shall render the above services under the direction and supervision of the City of Auburn Police Chief or his/her designee.

6. The Assisting Agency shall provide the above services during the time period from August 1, 2018 to July 31, 2019.

7. The Assisting Agency will be compensated by the City on behalf of the Company for the above services at the following rates: Capt. - $31.07/hr.; Lt. - $27.81/hr.; AO- $26.01/hr.; FF- $24.63/hr.

8. The Assisting Agency will receive compensation for services provided within ten working days of the receipt of an approved invoice.

9. The Assisting Agency **will not** be compensated for travel expenses.

10. The Company shall secure and provide to Assisting Agency's employees Workers Compensation Insurance.

11. The Assisting Agency agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Assisting Agency represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other classification protected by Federal and/or Alabama state constitutional and/or statutory law.

This contract has been reviewed and accepted by the undersigned on this the ___ day of _______________, 2018.

ASSISTING AGENCY

______________________________ Signature	Mayor Gary Fuller Name
City of Opelika Agency Name	204 7th Street South Address
63-6001334 Tax I.D. Number	Opelika, AL 36801 City, State, Zip Code

AUBURN GAME DAY LAW ENFORCEMENT CORPORATION

____

President

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this _____ day of ________________, 2018.

ATTEST:

____________________________________ ________________________________

Mayor City Manager

RESOLUTION NO. 160-18

Vacate Right-Of-Way, Portion of Priester Road

RESOLUTION NO. _________

RESOLUTION APPROVING THE VACATION
OF A PORTION OF PRIESTER ROAD

WHEREAS, East Alabama Health Care Authority, a public corporation, is the owner of Lots 2 and 3 of Dixie Baker Subdivision, a copy of which appears of record in Plat Book 40 at Page 33 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, East Alabama Health Care Authority is the owner of all of the property abutting along Priester Road between said Lots 2 and 3 of Dixie Baker Subdivision; and

WHEREAS, a Petition to vacate a portion of Priester Road, duly executed by East Alabama Health Care Authority as the abutting property owner, has been presented to the City Council (the "City Council") of the City of Opelika, Alabama (the "City"), a municipal corporation, for the assent and approval of the governing body, said Petition with map attached being hereto affixed, marked Exhibit "A" and made a part hereof; and

WHEREAS, the Petition is filed in accordance with the provisions of §23-4-20, *Code of Alabama*, 1975, which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, that portion of Priester Road to be vacated is more particularly described as follows:

> Commence and begin at the northwest corner of Lot 3 located on the Eastern right-of-way of Priester Road of a parcel of land more fully described as follows: From this point of beginning thence South 02°35'35" East, a distance of 139.03 feet; thence South 86°09'45" West, a distance of 60.02 feet; thence North 02°35'35" West, a distance of 146.61 feet; thence South 86°37'17" East, a distance of 60.33 feet to the point of beginning of a parcel of land, said parcel containing 8,569.6 square feet or 0.20 acres, more or less.

WHEREAS, the Petition states that no property owners will be deprived of any right they may have to convenient and reasonable means of ingress and egress to and from their property as a result of the requested vacation; and

WHEREAS, the remaining portion of Priester Road between the railroad right-of-way and Waverly Parkway will remain a public right-of-way; and

WHEREAS, the City desires to reserve to the City and The Utilities Board of the City of Opelika utility easements for existing electric lines, water mains and storm water drainage improvements as depicted on the attached survey; and

WHEREAS, a public hearing was conducted by the City Council on the 17th day of July, 2018, at which all persons were given the opportunity to be heard in favor of or in opposition to the proposed right-of-way vacation; and

WHEREAS, public notice of the public hearing was provided in accordance with §23-4-2, *Code of Alabama*, 1975; and

WHEREAS, the City Council has determined that it is in the best interest of the City to vacate the portion of Priester Road as described in the attached Petition and the right-of-way of said street should be conveyed to East Alabama Health Care Authority as requested by the Petitioner, subject to existing easements for electric lines, water mains and storm water drainage improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the above-described portion of Priester Road is assented to and approved and the same is hereby vacated pursuant to the provisions of Section 23-4-20, et.seq. of the *Code of Alabama,* and also pursuant to said *Code* in §32-5-54.

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto East Alabama Health Care Authority whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the above portion of Priester Road by virtue of the dedication or vacation of said roadway or otherwise, subject to the reservation of the above-described utility easements.

BE IT FURTHER RESOLVED that Gary Fuller, the Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to execute a quitclaim deed to East Alabama Health Care Authority, subject to the reservation of the above-described easements, for the purpose of carrying out the intent and intention of this Resolution and that Robert G. Shuman, City Clerk, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to attest the same.

BE IT FURTHER RESOLVED that the City Clerk will cause a copy of this Resolution to be filed in the Probate Office of Lee County, Alabama, and shall further cause a copy of this Resolution to be published once in a newspaper of general circulation in Lee County, Alabama, no less than fourteen (14) days after its adoption.

ADOPTED AND APPROVED this the ____ day of _______________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL OF

THE CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

PETITION TO VACATE THE PORTION OF PRIESTER ROAD LYING BETWEEN LOTS 2 AND 3 OF DIXIE BAKER SUBDIVISION

STATE OF ALABAMA
COUNTY OF LEE

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL OF THE CITY OF OPELIKA

COMES NOW THE EAST ALABAMA HEALTH CARE AUTHORITY, an Alabama public corporation (hereinafter referred to as the "Petitioner") and represents as follows:

1. The Petitioner is the owner of all of the property abutting upon the portion of Priester Road lying between Lots 2 and 3 of Dixie Baker Subdivision, and it does, by this written instrument, hereby vacate that portion of Priester Road, being more particularly described as follows, to wit:

> Commence and begin at the northwest corner of Lot 3 located on the Eastern right-of-way of Priester Road of a parcel of land more fully described as follows: From this point of beginning thence South 02°35'35" East, a distance of 139.03 feet; thence South 86°09'45" West, a distance of 60.02 feet; thence North 02°35'35" West, a distance of 146.61 feet; thence South 86°37'17" East, a distance of 60.33 feet to the point of beginning of a parcel of land, said parcel containing 8,569.6 square feet or 0.20 acres, more or less.
>
> Being further described according to and as shown by that certain survey or drawing attached hereto and marked Exhibit "A".

2. The Petitioner hereby represents and declares that it is the sole owner of Lots 2 and 3 of Dixie Baker Subdivision according to and as shown on the plat of said subdivision of record in Plat Book 40 at Page 33 in the Office of the Judge of Probate of Lee County, Alabama, which lots abut upon the portion of Priester Road to be vacated. It is not the intention of the Petitioner to vacate any other portion of Priester Road, except as described between Lots 2 and 3 of Dixie Baker Subdivision.

3. The Petitioner hereby certifies that convenient and reasonable means of ingress and egress is afforded to all other property owners owning property in the area.

4. The Petitioner certifies that the remaining portion of Priester Road running between the railroad right-of-way and Waverly Parkway will remain a public right-of-way.

5. The Petitioner desires to vacate the above-described portion of Priester Road so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

6. The Petitioner requests that the portion of Priester Road to be vacated shall constitute the property of The East Alabama Health Care Authority.

7. The declaration of vacation is executed by the Petitioner in accordance with the provisions of §35-2-47, *Code of Alabama,* 1975, and also pursuant to said Code in §23-4-20.

NOW, THEREFORE, in consideration of the premises, the Petitioner hereby requests that Your Honors assent to, approve, ratify and confirm, the vacation of the above-described portion of Priester Road lying between Lots 2 and 3 of Dixie Baker Subdivision, the annulment of any dedication thereof, and the divestment of all public rights therein, and that the City of Opelika, through its duly elected officials, adopt such appropriate Resolution and authorize the execution of such appropriate instrument as may be meet and proper to effect the vacation of said portion of Priester Road in order to divest the public of all rights to use the same and convey to the Petitioner whatever right, title and interest which the City has or may have in and to the above described portion of Priester Road, subject to all existing easements for public utilities.

IN WITNESS WHEREOF, the Petitioner has hereunto set its hand and seal on this the 28th day of June, 2018.

THE EAST ALABAMA HEALTH
CARE AUTHORITY

By: Samuel L. Price, Jr.
ITS Chief Financial Officer

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Samuel A. Price, Jr., whose name is signed to the foregoing instrument as Chief Financial Officer of THE EAST ALABAMA HEALTH CARE AUTHORITY, who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in such capacity and as such an authorized representative of THE EAST ALABAMA HEALTH CARE AUTHORITY and with full authority, executed the same voluntarily as said Chief Financial Officer of THE EAST ALABAMA HEALTH CARE AUTHORITY, on the day the same bears date on behalf of said company.

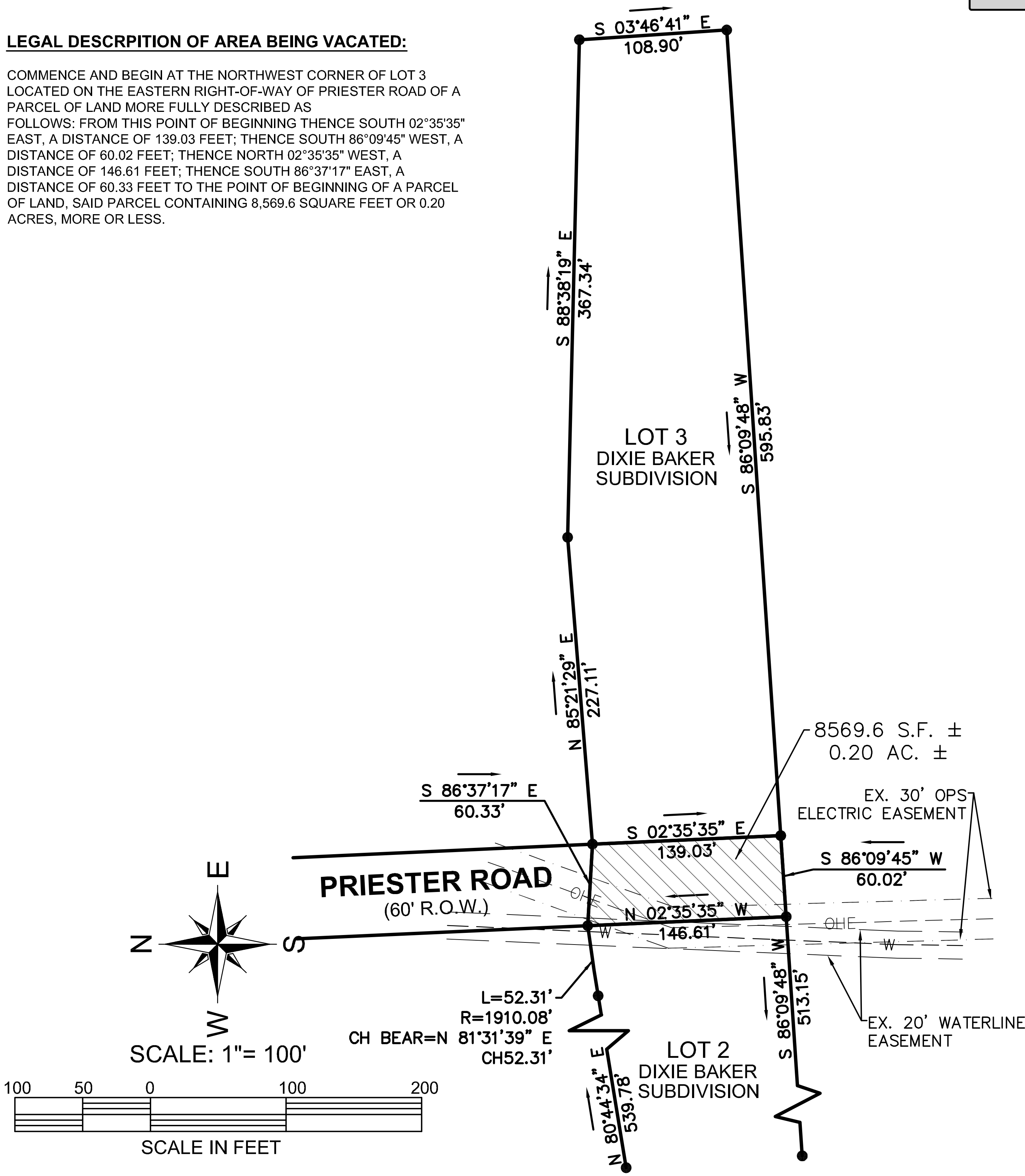
GIVEN under my hand and official seal of office this the 28 day of June, 2018.

Lori Cannon
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9/12/2021

EXHIBIT "A"

LEGAL DESCRPITION OF AREA BEING VACATED:

COMMENCE AND BEGIN AT THE NORTHWEST CORNER OF LOT 3 LOCATED ON THE EASTERN RIGHT-OF-WAY OF PRIESTER ROAD OF A PARCEL OF LAND MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING THENCE SOUTH 02°35'35" EAST, A DISTANCE OF 139.03 FEET; THENCE SOUTH 86°09'45" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 02°35'35" WEST, A DISTANCE OF 146.61 FEET; THENCE SOUTH 86°37'17" EAST, A DISTANCE OF 60.33 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND, SAID PARCEL CONTAINING 8,569.6 SQUARE FEET OR 0.20 ACRES, MORE OR LESS.



1975 Mall Blvd, Suite 100
Auburn, Alabama 36830
Phone: (334) 887-3002

BASELINE
SURVEYING & DESIGN, LLC

EXHIBIT OF PART OF PRIESTER ROAD R.O.W.
DIXIE BAKER SUBDIVISION LOTS 2 & 3

SEC. 14 T 19 N Rg 26 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 100' JUNE 21, 2018
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

PROJECT NO.	DRAWN	CHECKED	DATE
B22818.01	BAB	ARN	06/21/18

GRANTEE'S ADDRESS:
The East Alabama Health Care Authority
2000 Pepperell Parkway
Opelika, AL 36801

NO TITLE OPINION RENDERED

STATE OF ALABAMA)
: QUITCLAIM DEED WITH RESERVATION OF UTILITY EASEMENTS
COUNTY OF LEE)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to the undersigned Grantor, City of Opelika, Alabama, in hand paid by The East Alabama Health Care Authority (the "Grantee"), the receipt whereof is hereby acknowledged, the undersigned City of Opelika, Alabama, a municipal corporation (hereinafter called "Grantor"), does hereby remise, release, quitclaim, and convey unto The East Alabama Health Care Authority, a public corporation, subject to the permanent utility easements as more particularly described below, all of its right, title, claim and interest in and to the following described real property situated in Opelika, Lee County, Alabama, to-wit:

> Commence and begin at the northwest corner of Lot 3 of Dixie Baker Subdivision located on the Eastern right-of-way of Priester Road for the point of beginning of a parcel of land more fully described as follows: From this point of beginning thence South 02°35'35" East, a distance of 139.03 feet; thence South 86°09'45" West, a distance of 60.02 feet; thence North 02°35'35" West, a distance of 146.61 feet; thence South 86°37'17" East, a distance of 60.33 feet to the point of beginning of a parcel of land, said parcel containing 8,569.6 square feet or 0.20 acres, more or less.
>
> Being described as the portion of Priester Road lying between Lots 2 and 3 of Dixie Baker Subdivision, according to and as shown on the plat of said subdivision of record in Plat Book 40 at Page 33 in the Office of the Judge of Probate of Lee County, Alabama.

Being further described according to that certain drawing prepared by Baseline Surveying and Design, LLC, attached hereto as Exhibit "A".

The Grantor hereby reserves to itself and The Utilities Board of the City of Opelika, their successors and assigns a non-exclusive permanent 30-foot-wide electric powerline easement and a non-exclusive permanent 20-foot-wide waterline easement in, to, over, through and across the above-described property, to operate and maintain existing electric powerlines and water mains as depicted on the drawing prepared by Baseline Surveying and Design, LLC, attached hereto and marked Exhibit "A". The Grantor and The Utilities Board of the City of Opelika, their successors, assigns, designated servants, agents, employees and contractors shall have the right to enter upon said easements for the purpose of inspecting, maintaining, repairing, renewing, changing the size of, operating, restoring and otherwise caring for said electric powerlines and water mains, including the right to clear said easements of brush, trees and obstructions.

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, its City Clerk, both of whom are hereunto authorized pursuant to Resolution No. _____-18 of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto, marked Exhibit "A" on this the ___ day of ___________, 2018.

CITY OF OPELIKA, ALABAMA

BY:_______________________________________
GARY FULLER, MAYOR

ATTEST:

____
ROBERT G. SHUMAN
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gary Fuller and Robert G. Shuman, whose names as Mayor and City Clerk, respectively of the City of Opelika, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance they, as such officers and with full authority, executed the same voluntarily as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____day of ___________________, 2018.

(SEAL) ______________________________________

NOTARY PUBLIC
MY COMMISSION EXPIRES:

THIS INSTRUMENT WAS PREPARED BY:
GUY F. GUNTER, III
CITY ATTORNEY
CITY OF OPELIKA
608 Avenue A
P.O. BOX 390
OPELIKA, AL 36801
334-705-2074
334-705-5515 - FAX

RESOLUTION NO. 161-18

Tax Abatement for Cumberland Plastic Systems, LLC – ED

RESOLUTION NO. ___________

RESOLUTION APPROVING CERTAIN TAX ABATEMENTS
AND EXEMPTIONS FOR CUMBERLAND PLASTIC SYSTEMS, LLC

WHEREAS, Cumberland Plastic Systems, LLC, d/b/a Cumberland Plastic Solutions (the "Company") is a world class leader in plastic injection molding utilizing innovative combinations of materials, the integration of manufacturing processes, as well as state-of-the-art technology and equipment; and

WHEREAS, the Company has announced plans for a major addition (the "Project") to its existing facility located at 4401 Northpark Drive, Opelika, Alabama (the "Facility"); and

WHEREAS, the Project will be located in Lee County inside the city limits of Opelika, Alabama; and

WHEREAS, the Company has announced plans to purchase and install additional plastic injection molding equipment (the "Project") at its existing Facility; and

WHEREAS, the Project, involving the purchase and acquisition of new manufacturing machinery, will involve a capital investment of approximately two million, two hundred ninety-one thousand, one hundred seventy-four dollars ($2,291,174.00) and is expected to result in the creation of approximately nine (9) new jobs; and

WHEREAS, the Project is estimated to be placed in service by December 31, 2018; and

WHEREAS, the Project will be operated by the Company as an "industrial or research enterprise" as defined under Alabama Code §40-9B-3(a)(10); and

WHEREAS, the Company's NAICS Code 326100 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the "Act"), the Company has requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes) for a period of ten (10) years; and (b) all construction related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, pursuant to the authority granted to the City under Article IV of Chapter 51 of Title 11, *Code of Alabama*, the Company has requested from the City a complete exemption of non-educational City ad valorem taxes for the project for a period of fifteen (15) years; and

WHEREAS, the City has considered the requests of the Company and completed form CO:CAA Application to Local Abatement Authority for Abatement of Taxes (copy attached) filed by the Company with the City in connection with its request; and

WHEREAS, the City has found the information contained in the Company's application to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and

WHEREAS, according to the application, the Project will require an aggregate initial capital investment of approximately two million two hundred thirteen thousand dollars

($2,291,174.00) which includes the acquisition of manufacturing machinery to be purchased and installed at the Facility and related costs; and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement (the "Abatement Agreement") by and between the City and the Company, and the City Council has determined that the general terms of such Abatement Agreement are acceptable to the City in principle; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama and has power to enter into and to perform and observe the agreements and covenants on its part contained in the Abatement Agreement; and

WHEREAS, the City represents and warrants to the Company that the City has the power under the Constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Abatement Agreement; and

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama as follows:

1. Approval is hereby given to the application of the Company and abatement is hereby authorized of (1) all state and local non-educational property taxes for a period of ten (10) years; and (2) all construction-related transaction (sales and use) taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education. The period of abatement for the non-educational taxes shall extend for a period of ten (10) years measured as provided in Section 40-9B-3(a)12 of the Act.

2. In addition, pursuant to Title 11, Article 4 of Chapter 51, *Code of Alabama*, the City agrees to grant to the Company a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years.

3. The abatements and exemptions granted herein do not include any ad valorem taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraphs 1 and 2 shall not exceed the maximum abatement allowed by state law.

4. The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with the Company and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 1 and 2 above.

5. A certified copy of this resolution, with the application and Abatement Agreement, shall be forwarded to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

6. The officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or caused to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, or other instruments or other communications under the seal of the City, or otherwise, as they or any of them deem necessary

or advisable or appropriate in order to carry into effect the intent of the provisions of this resolution.

7. This resolution shall take effect upon passage and adoption by the City Council.

ADOPTED AND APPROVED this the ________ day of ____________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

RESOLUTION NO. 162-18

Annual appropriation contract with the Lee Co. Water Festival.

RESOLUTION NO. __________

BE IT RESOLVED by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and Lee County Water Festival, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to Lee County Water Festival, and retain one copy.

ADOPTED and APPROVED this the _______ day of _________________, 2018.

C. E. “Eddie” Smith, Jr.

President of City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

STATE OF ALABAMA)
:
COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Lee County Water Festival, a 501(c)(3) corporation, hereinafter referred to as "LCWF", on this 2nd day of July, 2018.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2018 and ending the 30th day of September, 2019.

2. During the term of this contract, the LCWF agrees to provide the following services:
   - Produce the annual Water Festival event.
   - Educate Opelika 4th graders on the role of surface and groundwater in the water cycle.

3. As compensation for the services rendered hereunder, the City agrees to pay to the LCWF, for the term of this agreement the sum of $3,000.00 payable in a lump sum.

4. In the performance of its obligation hereunder, the LCWF shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.

5. The LCWF agrees to comply with all local, state and federal laws while performing under the terms of this Contract.

6. The LCWF agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.

7. The LCWF in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by the LCWF are performed, but on the contrary, the LCWF shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.

8. The LCWF agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.

9. The LCWF shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.

10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.

12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the _______ day of __________________, ~~2016~~. 2018

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: ______________________
Gary Fuller
Mayor

ATTEST:

____
Robert G. Shuman
City Clerk - Treasurer

Lee County Water Festival (LCWF)

BY: ______________________
President

ATTEST:
Leighanna K. Currie
LCWF - Treasurer

RESOLUTION NO. 163-18

City Hall Project Needs and Feasibility Study

RESOLUTION NO. ______________

RESOLUTION APPROVING PROJECT NEEDS ASSESSMENT AND FEASIBILITY STUDY PROPOSAL FOR POWER AND IT UPGRADES SUBMITTED BY SEAY SEAY & LITCHFIELD

WHEREAS, the City of Opelika, Alabama, (the “City”) needs an assessment and feasibility study for power and IT upgrades and various interior and building systems renovations to the Information and Technology Department located in the basement of City Hall; and

WHEREAS, Seay Seay & Litchfield Architects (“SS&L”) is a nationally recognized architectural firm; and

WHEREAS, SS&L excels in the field of quality-driven design services; and

WHEREAS, SS&L has the experience and expertise to provide a needs assessment and feasibility study for the City; and

WHEREAS, a proposed City Hall Project Needs Assessment and Feasibility Study Proposal (the “Proposal”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Proposal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the proposed City Hall Project Needs Assessment and Feasibility Study Proposal submitted by SS&L, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Proposal.

2. That the Mayor is hereby authorized and directed to execute and deliver said Proposal in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Proposal.

4. That the compensation to be paid to SS&L pursuant to said Proposal shall be paid from the Unassigned Fund Balance, and the Controller is hereby authorized to make all necessary and appropriate budget and accounting entries necessary to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue appropriate purchase orders to SS&L for the services outlined in the Proposal.

6. That this Resolution shall take effect upon its passage and adoption by the City

Council.

ADOPTED AND APPROVED this the ______ day of ______________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

____

CITY CLERK

Seay
Seay &
Litchfield, P. C.

Architects
Interior Designers

1115 South
Court Street

Montgomery
Alabama 36104

Jim H. Seay, Sr. - Founder
Jim H. Seay, Jr.
Frank E. Litchfield, III

Telephone: (334) 263-5162
Facsimile:(334) 263-5170
Email: sslarch.com

To: Mr. Joey Motely, City Administrator – City of Opelika
City of Opelika, Alabama
204 South 7th Street
Opelika, AL 36801

Date: June 6, 2018

RE: **CITY HALL PROJECT NEEDS ASSESSMENT AND FEASIBILITY STUDY**

Dear Mr. Motley:

Seay, Seay & Litchfield is grateful for this opportunity, and we are pleased to present to the City of Opelika the following scope of services and fee proposal for preparing a needs assessment and feasibility study for power and IT upgrades and various interior and building systems renovations to the Information & Technology (IT) Department located in the basement of City Hall. We believe the scope of services provided herein will equip the City to better analyzes the project goals, technical requirements, alternative building system concepts, construction cost and long-term operational costs to confirm that optimum scope and quality are included within the project budget, ensuring the design delivers maximum value and benefit. Furthermore, a portion of the proposed fee will be credited towards the scope of architect's basic services.

We have prepared the following scope and fee proposal based upon our understanding of the project goals as determined through our conversations with you on May 31, 2018. It is anticipated that our services will primarily include architectural and electrical engineering services performed by our in-house staff and Borden Morris Garner Engineering.

Seay, Seay & Litchfield – Architect
Borden Morris Garner (BMG) – Electrical Engineer & Mechanical Engineer

BASIS OF DESIGN

Our understanding based on our meeting and site walk on May 31, 2018, is that the current power service to City Hall is inadequate and that the main data center no longer meets current needs. The City's main objectives are to increase power and backup power capacity, expand the existing data center, and to renovate the existing IT Department as necessary to support the City's long-term information systems & technology goals.

Seay
Seay &
Litchfield, P. C. | Architects
Interior Designers | 1115 South
Court Street | Montgomery
Alabama 36104 | Jim H. Seay, Sr. - Founder
Jim H. Seay, Jr.
Frank E. Litchfield, III | Telephone: (334) 263-5162
Facsimile:(334) 263-5170
Email: sslarch.com

SCOPE OF SERVICES

Task 1 – Facility Survey and Measured Drawings
Upon notice to proceed, the design team will schedule a site visit to conduct a thorough facility survey of existing conditions and building systems, and to produce drawings prepared from on-site measurements of the existing city hall basement. The facility survey and drawings will aid in determining the necessary project scope as it relates to architecture, life safety, structure, fire protection, plumbing, mechanical, electrical and security.

Task 2 – Power Needs Assessment & Recommendations
BMG will do a load analysis on your existing system and future needs and goals to determine the appropriate power requirements. Once an overall design is established, we will also review phasing plans to determine the best method to implement the new increased electrical service while minimizing down times.

Task 3 – Life Safety Analysis
In respect to the interior renovations and proposed floor plan changes, the design team will conduct a life safety and ADA analysis to determine necessary scope of work and design limitations relative to fire protection systems, means of egress, accessibility and existing toilet facilities.

Task 4 – Project Phasing & Scope of Work
The design team will establish a scope of work and a phasing plan for future design and construction work necessary to achieve the City's goals for the project. The scope of work and phasing plan will aid in the development of a project feasibility study and timeline. This includes mechanical, electrical, plumbing systems for the entire basement level.

Task 5 – Programming & Concept Floor Plan
The objective of the programming task is to review and summarize both current space utilization and staffing levels and provide recommendations on required space and sizes based on a 20-year growth projection and available interior square footage. The outcome of this task will be a proposed layout that clearly identifies the programmatic elements necessary to complete the project while also complying with applicable life safety building codes and ADA requirements.

Task 6 – Conceptual Feasibility and Timeline Study
The design team will provide a parametric cost estimate and project timeline based on the concept floor plan and established scope of work noted above.

Task 7 – Review Meeting
The design team will meet once with stakeholders in Opelika, AL to review scope of work and design options and to discuss proposed solutions in detail. A review of the information found during the study will be discussed along with detailed analysis of the cost estimate and project timeline. Any comments will then be addressed and incorporated into the final report.

Task 8 – Final Report
In this task, one final meeting will be held in Opelika, AL to discuss the final report. The final report will include the following: Overview/Scope, Program/Concept Floor Plan, Building Systems Requirements, Proposed Project Phasing/ Schedule and Proposed Cost Estimate. Deliverable: 8.5x11 bound report with graphics to summarize scope and efforts of this study.

Seay
Seay &
Litchfield, P. C.
Architects
Interior Designers
1115 South
Court Street
Montgomery
Alabama 36104
Jim H. Seay, Sr. - Founder
Jim H. Seay, Jr.
Frank E. Litchfield, III
Telephone: (334) 263-5162
Facsimile:(334) 263-5170
Email: sslarch.com

SCHEDULE
Our team is available to begin work immediately following contract approval and notice to proceed. Based on the above scope of services, we estimate the total duration of this effort to be approximately 6 weeks.

COMPENSATION
We propose the following fixed fee for the above listed services: **$20,382.50**

If the Owner elects to proceed with full design services for scope of work defined in the final report, the architect will credit the Owner **$ 6,500.00** towards the scope of architect's basic services as defined in the AIA Standard Form of Agreement Between Owner and Architect. The credit will be made at the architect's billing for schematic design phase services.

The architect will invoice for 50% of services after Task 6, and the additional 50% of services after delivering the final report. All payments to Borden, Morris, Garner Engineering will be made by the architect, coming from the percentages stated and paid to the architect, within a week of the architect receiving said payment.

EXCLUSIONS
Items which are specifically excluded from the Scope of Services include but are not limited to: Land survey and topographic survey, moisture/envelope analysis, hazardous material survey.

AGREEMENT
It is our understanding the project will start as soon as we are in receipt of the executed agreement. If the proposal is agreeable to you, the execution of signatures designated at the end of this document shall represent an agreement between the Owner and the Architect for professional design services included herein and for compensation to the architect in the amount stated above under compensation. Payment in full shall be paid to the architect upon Owner's receipt of the Final Report. If the report is delayed for reason not associated with the A/E, payment shall be for work completed.

We look forward to working with you and the City of Opelika on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,

Jeffrey G. Bazzell, AIA, LEED AP
Firm Director
Seay, Seay & Litchfield, P.C.

Seay
Seay &
Litchfield, P. C.
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Interior Designers
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Frank E. Litchfield, III
Telephone: (334) 263-5162
Facsimile:(334) 263-5170
Email: sslarch.com

This Agreement is entered into as of the day and year written below.

OWNER (Signature)	**ARCHITECT** (Signature)
City of Opelika	Seay, Seay, and Litchfield, P.C.
(Printed name and title)	(Printed name and title)
(Printed Date)	

RESOLUTION NO. 164-18

Approving Credit Card Processing and Electronic Payment Services

RESOLUTION NO. _____________

RESOLUTION APPROVING GLOBAL PAYMENTS DIRECT, INC., MERCHANT APPLICATION FORMS FOR CREDIT CARD PROCESSING AND ELECTRONIC PAYMENT SERVICES

WHEREAS, Global Payments Direct, Inc., (the "Company") provides high quality credit card processing and electronic payment services to governments and businesses of all types; and

WHEREAS, the City of Opelika (the "City") desires to contract with the Company for the purpose of providing credit card processing and electronic payment services; and

WHEREAS, a proposed Merchant Application Form for the City's Revenue Department, a proposed Merchant Application Form for the City's Inspection Department and a proposed Merchant Additional Location Form for the Lewis Cooper Jr. Memorial Library (hereinafter collectively the "Application Forms") have been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Applications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the proposed Merchant Application Form for the City's Revenue Department, a copy of which is attached hereto and marked Exhibit "A", is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which

approval shall be conclusively evidenced by execution and delivery of said Application.

2. That the proposed Merchant Application Form for the City's Inspection Department, a copy of which is attached hereto and marked Exhibit "B", is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Application.

3. That the proposed Merchant Additional Location Form for Lewis Cooper Jr. Memorial Library, a copy of which is attached hereto and marked Exhibit "C", is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Application.

4. That the Mayor is hereby authorized and directed to execute and deliver said Application Forms and such ancillary applications, agreements, documents, addendums, schedules, attachments, exhibits and certificates as necessary to carry into effect the purpose and intent of said Applications and carry out fully the transactions contemplated therein on behalf of the City.

5. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other

communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Applications.

6. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the ______ day of __________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

globalpayments

Type of Account (Check one)
☑ Direct Account
☐ Agent Bank Account
☐ Bank Referral, new relationship

Control Number

Name of Bank: Charter Bank

Branch: ___________

Merchant Application

Business Information

Merchant's DBA Name/Outlet Name: City Of Opelika Revenue	Merchant's Legal Name: City Of Opelika, AL
Physical Street Address (No P.O. Box): 204 South 7th Street	Legal Address: 204 South 7th Street
City, State, Zip: Opelika, AL 36801	City, State, Zip: Opelika, AL 36801
DBA Phone: (334) 705-5121 / Fax: (334) 705-5163	Corp. Phone: (334) 705-5121 / Fax: (334) 705-5163
Contact Name at this Address: Lillie Finley	Contact Name at this Address: Lillie Finley
E-Mail: lfinley@opelika-al.gov	E-Mail: lfinley@opelika-al.gov
Customer Service Phone # (Required for MOTO and Internet merchants only):	Website Address (Required for Internet merchants):

Merchant Profile

Ticker Symbol:

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

Type of Goods or Services Sold: licenses/permits/taxes

SIC Code: 9399

Years in business under current ownership: 165

Federal Tax ID#

Amex/Visa/MasterCard/Discover Information

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

Sales Profile (Must equal 100%)	
Card Swiped	50
Manual Keyed with imprint	50
Mail Order/Telephone	0
Internet	0
Total	10

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

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

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

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

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

Annual Amex/Visa/MC/Discover Sales: $140,353 Average Ticket: $306 Total Amex/Visa/MC/Discover Sales (multiple locations only): $140,353

Member Bank (Acquirer) Information

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

Important Member Bank (Acquirer) Responsibilities

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

Important Merchant Responsibilities

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

Merchant Resources

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

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

Merchant's Signature:	Name (printed):	Title:	Date
X	C. Gary Fuller	Mayor	#

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

Merchant Initials: ___________

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Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☑ VISA Credit	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ VISA Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ VISA Check	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ MasterCard Credit	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ MasterCard Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Debit MasterCard	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Discover Credit	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Discover Bus. Card	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Discover Check	☑	☐		0.0000 %	$ 0.2000	$ 0.0000
☑ PayPal Credit (card present)	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	$ 0.1500	$
☑ Debit (other than Visa or MC)	☑	☐		%	$ 0.2900	$
☑ EBT	☑	☐		%	$ 0.3500	$
☑ American Express	☐	☐		0.0000 %	$ 0.2000	$ 0.0000
☑ American Express Prepaid	☐	☐		0.0000 %	$ 0.2000	$ 0.0000

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

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

Surcharges: ☐ Tiered ☐ Pass-Through Plus ☑ Interchange Plus

_______ Rewards Discount _______ Pass-Through Plus

_______ Mid-Qualified Discount

_______ Non-Qualified Discount

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

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% ir addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 33 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discour rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applica network organization.

Other Fees (Per occurrence fees marked with a *)

$	Non-Refundable Application Fee *	$	Virtual Site Survey Fee *	$ 15.00	Chargeback Fee *
$ 2.50	Other: X-CHARGE SUPPORT	$ 2.50	Retrieval Fee *	$	Monthly Debit Card Membership Fe
$ 5.60	Monthly Regulatory Compliance Fee	$ 25.00	Minimum Monthly Discount	$	Global Transport VT (Recurring Billi
$	Annual Association Technology Fee	$ 0.05	Voice AVS Fee *		Setup Fee *
$	Global Access @dvantage Monthly Fee	$ 24.75	PCI ASSURE Quarterly Fee	$	Global Transport VT (Recurring Billi
$ 0.60	Voice Authorization Fee *	$ 39.00	PCI ASSURE Non-Compliance		Monthly Fee
$ 0.20	Batch/ACH Fee *		Fee (monthly)	$	Global Transport VT (Recurring Billi
$ 15.00	Non-Sufficient Fund *	$	Data Monitoring Fee *		Transaction Fee *
$ 2.50	Monthly Statement Fee	$	Other: ______________		
$	Gateway Monthly Fee	$	Gateway Setup Fee		

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

0.1300%	GP Fee - DISC Assessments *	$ 0.0025	GP Fee - MC CVC2 *
0.5500%	GP Fee - DISC Intl Processing *	0.1300%	GP Fee - MC Assessments *
0.8000%	GP Fee - DISC Intl Service *	0.1400%	GP Fee - MC Assessments Lg Tkt *
0.1000%	GP Fee - PayPal Assessment *	0.0200%	GP Fee - MC Acceptance & Licensing *
$ 0.0250	GP Fee - PayPal Participation *	0.6000%	GP Fee - MC Cross Bdr Domestic *
0.1300%	GP Fee - VISA Assessments-Credit *	1.0000%	GP Fee - MC Cross Bdr Foreign *
0.1300%	GP Fee - VISA Assessments-Debit *	0.8500%	GP Fee - MC Acq Program Support *
0.8000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.0100%	GP Fee - MC Digital Enablement *
1.2000%	GP Fee - VISA Intl Svc Assessment *	$ 1.2500	GP Fee - MC Monthly Fee
0.4500%	GP Fee - VISA Intl Acquiring *	0.2500%	GP Fee - MC Integrity - Final Auth (Max) *
$ 0.1000	GP Fee - VISA Trans Integrity *	$ 0.0400	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
$ 0.0195	GP Fee - VISA APF - Credit *	$ 0.0450	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
$ 0.0155	GP Fee - VISA APF - Debit *	0.4000%	GP Fee - AMEX Inbound *
$ 0.0250	GP Fee - VISA AVS Only *	0.1500%	GP Fee - AMEX Network *
$ 0.0900	GP Fee - VISA Misuse of Auth *	0.3000%	GP Fee - AMEX CNP *
$ 0.0300	GP Fee - MC Acct Status Inquiry *		GP Fee - AMEX Access *
$ 0.0550	GP Fee - MC Data Integrity *		

Merchant Initials: ____________ ⇦

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Personal Guaranty

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

Signature of Guarantor (please sign below) **Name (printed):**

X **, an individual** ⇦ **#4** C. Gary Fuller

Signature of Guarantor (please sign below) **Name (printed):**

X **, an individual**

Owner/Officer Information (Please complete for every person who ultimately owns or controls the operation or on whose behalf the transactions authorized under this agreemer will be conducted.)

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
C. Gary Fuller	Mayor	0 %	09/09/1999	9 9 9 9 9 9 9 9 9	(334) 705-5421

Home Address:	City:	State:	Zip Code:	Years There:	
204 South 7th St	Opelika	AL	36801	2	Own ☑ Rent ☐
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	Own ☐ Rent ☐

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
		%			

Home Address:	City:	State:	Zip Code:	Years There:	Own ☐ Rent ☐
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	Own ☐ Rent ☐

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
		%			

Home Address:	City:	State:	Zip Code:	Years There:	Own ☐ Rent ☐
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	Own ☐ Rent ☐

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
		%			

Home Address:	City:	State:	Zip Code:	Years There:	Own ☐ Rent ☐
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	Own ☐ Rent ☐

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

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc Fee
Bank 1			☑	☑	☑	☑	☑	☑
Bank 2			☐	☐	☐	☐	☐	☐
Bank 3			☐	☐	☐	☐	☐	☐
Bank 4			☐	☐	☐	☐	☐	☐

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

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other:____________

Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential

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

If no, explain:

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

The Merchant: ☐ Owns ☐ Leases the business premises

Further comments by inspector (must complete):

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): ________________________

Representative Name: ________________________ Representative Signature: X________________________ Date: __________

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

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

Merchant Initials: __________ ⇦

American Express ESA Program

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

Merchant's Signature	**Name (printed):**	**Title:**	**Date:**
X	C. Gary Fuller	Mayor	

Hardware

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

Qty	Hardware Device	Rental/Purchase	Unit Price
2	PIN Pad - Ingenico - iSC250	New Equipment	$ 695.0
1	PIN Pad - Ingenico - iSC250	Rental	$ 0.0

* Indicates Unit Price is recurring

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

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

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

Special Instructions:

Y (IC+)

Attachment: Exhibit A Opelika Revenue-Retail ApplicationGlobalStart (164-18 : Approving Credit Card Processor)

Merchant Initials: ______

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Cardholder Data Storage Compliance & Service Provider

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

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

Questions:

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

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

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

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

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-17-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

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

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

Merchant's Signature - Owner/Officer Name 1: X	**Name (printed):** C. Gary Fuller	**Title:** Mayor	**Date:**
Merchant's Signature - Owner/Officer Name 2: X	**Name (printed):**	**Title:**	**Date:**
Merchant's Signature - Owner/Officer Name 3: X	**Name (printed):**	**Title:**	**Date:**
Merchant's Signature - Owner/Officer Name 4: X	**Name (printed):**	**Title:**	**Date:**
Signing for Global Payments Direct, Inc.: X	**Name (printed):**	**Title:**	**Date:**
Signing for Member: X	**Name (printed):**	**Name of Member (printed):** **Wells Fargo Bank**	**Date:**

Merchant Initials: ______

CARD SERVICES TERMS & CONDITIONS

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

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

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

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

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

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be **limited to, the authority and right to debit the Merchant's account(s) as described herein.**

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

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

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT , SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

12.1 NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.

12.2 **THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.**

12.3 UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

12.4 **IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

13. TERM AND TERMINATION.

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

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

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

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purpose. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

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

17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

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

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

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

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

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

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

17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

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

19. WAIVER.

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

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326 or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services

Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

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

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

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

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate

the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

30. PAYPAL MARKS.

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

31. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of

Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 31 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 31, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted to from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 31 means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

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

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

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

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

32. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

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

33. SURCHARGES/OTHER FEES.

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

The items listed in this Section 33 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

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

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

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

Merchant will also be assessed a Discover Network Authorization Fee.

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

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

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

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

Restaurant Electronic Merchant

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

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

Supermarket Electronic Merchant

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

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

Emerging Market Electronic Merchant

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

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

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

MOTO Electronic Merchant

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

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

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

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

Public Sector Electronic Merchant

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

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

Purchase Card Electronic Merchant

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

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

Lodging/Auto Rental Electronic Merchant

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

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

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

Debit Card Merchant

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

Card Present: / Mag Stripe Failure:

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

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

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326, or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

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

PayPros LLC, a wholly-owned subsidiary of Global Payments Inc., is a registered ISO of BMO Harris Bank N.A.

Debit sponsorship is provided by Wells Fargo Bank N.A.

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

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

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

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member i member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member serv provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Relat Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/17-GP-HB-OE-MUA, has been provided to you. Plea sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merch Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amend in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

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

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

Additional Owners

Rev. 10-17-GP-WF-OE-M

ADDENDUM A

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

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

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

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

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

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

7. Warranties and Representations. Neither OpenEdge nor its suppliers make any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, the software residing therein or any of the services furnished hereunder. If there are problems with the Equipment, OpenEdge may give notice to you to immediately cease using the Equipment; your failure to comply with any such instructions from OpenEdge could result in your incurring losses, for which OpenEdge shall have no liability to you whatsoever.

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

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

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

globalpayments

Type of Account (Check one)
☑ Direct Account
☐ Agent Bank Account
☐ Bank Referral, new relationship

Control Number

Name of Bank: Charter Bank

Branch: ____________

Merchant Application

Business Information

Merchant's DBA Name/Outlet Name: City Of Opelika Inspection	Merchant's Legal Name: City Of Opelika, AL
Physical Street Address (No P.O. Box): 700 Fox Trail	Legal Address: 204 South 7th Street
City, State, Zip: Opelika, AL 36801	City, State, Zip: Opelika, AL 36801
DBA Phone: (334) 705-5421 — Fax: (334) 705-5452	Corp. Phone: (334) 705-5421 — Fax: (334) 705-5452
Contact Name at this Address: Jeff Kappelman	Contact Name at this Address: Jeff Kappelman
E-Mail: jkappelman@opelika-al.gov	E-Mail: jkappelman@opelika-al.gov
Customer Service Phone # (Required for MOTO and Internet merchants only):	Website Address (Required for Internet merchants):

Merchant Profile

Ticker Symbol:

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

Type of Goods or Services Sold: bldg permits

SIC Code: 9399

Years in business under current ownership: 165

Federal Tax ID#

Amex/Visa/MasterCard/Discover Information

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

Sales Profile (Must equal 100%)	
Card Swiped	100
Manual Keyed with imprint	0
Mail Order/Telephone	0
Internet	0
Total	10

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

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

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

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

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

Annual Amex/Visa/MC/Discover Sales: $76,908 Average Ticket: $295 Total Amex/Visa/MC/Discover Sales (multiple locations only): $76,908

Member Bank (Acquirer) Information

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

Important Member Bank (Acquirer) Responsibilities

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

Important Merchant Responsibilities

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

Merchant Resources

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

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

Merchant's Signature:	Name (printed):	Title:	Date
X	C. Gary Fuller	Mayor	#

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Su 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Merchant Initials: ____________

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Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth
☑ VISA Credit	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ VISA Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ VISA Check	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ MasterCard Credit	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ MasterCard Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Debit MasterCard	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Discover Credit	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Discover Bus. Card	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Discover Check	☑	☐		0.0000 %	$ 0.2000	$ 0.0000
☑ PayPal Credit (card present)	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	$ 0.1500	$
☑ Debit (other than Visa or MC)	☑	☐		%	$ 0.2900	$
☑ EBT	☑	☐		%	$ 0.3500	$
☑ American Express	☐	☐		0.0000 %	$ 0.2000	$ 0.0000
☑ American Express Prepaid	☐	☐		0.0000 %	$ 0.2000	$ 0.0000

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

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

Surcharges: ☐ Tiered ☐ Pass-Through Plus ☑ Interchange Plus

_______ Rewards Discount _______ Pass-Through Plus

_______ Mid-Qualified Discount

_______ Non-Qualified Discount

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

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% ir addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 33 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discour rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applica network organization.

Other Fees (Per occurrence fees marked with a *)

$ ______	Non-Refundable Application Fee *	$ ______	Virtual Site Survey Fee *	$ 15.00	Chargeback Fee *
$ 2.50	Other: X-CHARGE SUPPORT	$ 2.50	Retrieval Fee *	$ ______	Monthly Debit Card Membership Fe
$ 5.60	Monthly Regulatory Compliance Fee	$ 25.00	Minimum Monthly Discount	$ ______	Global Transport VT (Recurring Billi
$ ______	Annual Association Technology Fee	$ 0.05	Voice AVS Fee *		Setup Fee *
$ ______	Global Access @dvantage Monthly Fee	$ 24.75	PCI ASSURE Quarterly Fee	$ ______	Global Transport VT (Recurring Billi
$ 0.60	Voice Authorization Fee *	$ 39.00	PCI ASSURE Non-Compliance		Monthly Fee
$ 0.20	Batch/ACH Fee *		Fee (monthly)	$ ______	Global Transport VT (Recurring Billi
$ 15.00	Non-Sufficient Fund *	$ ______	Data Monitoring Fee *		Transaction Fee *
$ 2.50	Monthly Statement Fee	$ ______	Other: ______________		
$ ______	Gateway Monthly Fee	$ ______	Gateway Setup Fee		

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

0.1300%	GP Fee - DISC Assessments *	$ 0.0025	GP Fee - MC CVC2 *
0.5500%	GP Fee - DISC Intl Processing *	0.1300%	GP Fee - MC Assessments *
0.8000%	GP Fee - DISC Intl Service *	0.1400%	GP Fee - MC Assessments Lg Tkt *
0.1000%	GP Fee - PayPal Assessment *	0.0200%	GP Fee - MC Acceptance & Licensing *
$ 0.0250	GP Fee - PayPal Participation *	0.6000%	GP Fee - MC Cross Bdr Domestic *
0.1300%	GP Fee - VISA Assessments-Credit *	1.0000%	GP Fee - MC Cross Bdr Foreign *
0.1300%	GP Fee - VISA Assessments-Debit *	0.8500%	GP Fee - MC Acq Program Support *
0.8000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.0100%	GP Fee - MC Digital Enablement *
1.2000%	GP Fee - VISA Intl Svc Assessment *	$ 1.2500	GP Fee - MC Monthly Fee
0.4500%	GP Fee - VISA Intl Acquiring *	0.2500%	GP Fee - MC Integrity - Final Auth (Max) *
$ 0.1000	GP Fee - VISA Trans Integrity *	$ 0.0400	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
$ 0.0195	GP Fee - VISA APF - Credit *	$ 0.0450	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
$ 0.0155	GP Fee - VISA APF - Debit *	0.4000%	GP Fee - AMEX Inbound *
$ 0.0250	GP Fee - VISA AVS Only *	0.1500%	GP Fee - AMEX Network *
$ 0.0900	GP Fee - VISA Misuse of Auth *	0.3000%	GP Fee - AMEX CNP *
$ 0.0300	GP Fee - MC Acct Status Inquiry *		GP Fee - AMEX Access *
$ 0.0550	GP Fee - MC Data Integrity *		

Merchant Initials: ____________ ⇦

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Personal Guaranty

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

Signature of Guarantor (please sign below) **Name (printed):**
X , an individual ⇦ #4 C. Gary Fuller

Signature of Guarantor (please sign below) **Name (printed):**
X , an individual

Owner/Officer Information (Please complete for every person who ultimately owns or controls the operation or on whose behalf the transactions authorized under this agreemer will be conducted.)

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
C. Gary Fuller	Mayor	0 %	09/09/1999	9 9 9 9 9 9 9 9 9	(334) 705-5421

Home Address:	City:	State:	Zip Code:	Years There:	
204 South 7th St	Opelika	AL	36801	2	Own ☑ Rent ☐
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	Own ☐ Rent ☐

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

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

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

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

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc Fee
Bank 1			☑	☑	☑	☑	☑	☑
Bank 2			☐	☐	☐	☐	☐	☐
Bank 3			☐	☐	☐	☐	☐	☐
Bank 4			☐	☐	☐	☐	☐	☐

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

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other:____________
Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential
Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? ☐ Yes ☐ No
If no, explain:
Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No
The Merchant: ☐ Owns ☐ Leases the business premises
Further comments by inspector (must complete):

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): ________________________
Representative Name: ________________________ Representative Signature: X________________________ Date: __________

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

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

Merchant Initials: ________ ⇦

American Express ESA Program

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

Merchant's Signature	Name (printed):	Title:	Date:
X	C. Gary Fuller	Mayor	

Hardware

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

Qty	Hardware Device	Rental/Purchase	Unit Price
1	PIN Pad - Ingenico - iSC250	New Equipment	$ 695.0
1	PIN Pad - Ingenico - iSC250	Rental	$ 0.0

* Indicates Unit Price is recurring

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

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

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

Special Instructions:

Y (IC+)

Merchant Initials: ______

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Cardholder Data Storage Compliance & Service Provider

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

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

Questions:

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

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

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

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

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-17-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

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

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

Merchant's Signature - Owner/Officer Name 1: X	**Name (printed):** C. Gary Fuller	**Title:** Mayor	**Date:**
Merchant's Signature - Owner/Officer Name 2: X	**Name (printed):**	**Title:**	**Date:**
Merchant's Signature - Owner/Officer Name 3: X	**Name (printed):**	**Title:**	**Date:**
Merchant's Signature - Owner/Officer Name 4: X	**Name (printed):**	**Title:**	**Date:**
Signing for Global Payments Direct, Inc.: X	**Name (printed):**	**Title:**	**Date:**
Signing for Member: X	**Name (printed):**	**Name of Member (printed):** **Wells Fargo Bank**	**Date:**

CARD SERVICES TERMS & CONDITIONS

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

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

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

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

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

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be **limited to, the authority and right to debit the Merchant's account(s) as described herein.**

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

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

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT , SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

12.1 NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.

12.2 **THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.**

12.3 UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

12.4 **IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

13. TERM AND TERMINATION.

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

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

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

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purpose. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

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

17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

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

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

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

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

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

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

17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

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

19. WAIVER.

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

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326 or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services

Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

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

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

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

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate

the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

30. PAYPAL MARKS.

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

31. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of

Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 31 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 31, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted to from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 31 means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

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

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

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

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

32. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

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

33. SURCHARGES/OTHER FEES.

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

The items listed in this Section 33 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

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

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

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

Merchant will also be assessed a Discover Network Authorization Fee.

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

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

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

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

Restaurant Electronic Merchant

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

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

Supermarket Electronic Merchant

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

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

Emerging Market Electronic Merchant

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

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

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

MOTO Electronic Merchant

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

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

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

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

Public Sector Electronic Merchant

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

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

Purchase Card Electronic Merchant

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

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

Lodging/Auto Rental Electronic Merchant

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

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

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

Debit Card Merchant

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

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Card Present: / Mag Stripe Failure:

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

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

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326, or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

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

PayPros LLC, a wholly-owned subsidiary of Global Payments Inc., is a registered ISO of BMO Harris Bank N.A.

Debit sponsorship is provided by Wells Fargo Bank N.A.

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

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

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

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member i member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member serv provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Relat Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/17-GP-HB-OE-MUA, has been provided to you. Plea sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merch Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amenc in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

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

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

Additional Owners

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ADDENDUM A

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

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

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

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

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

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

7. Warranties and Representations. Neither OpenEdge nor its suppliers make any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, the software residing therein or any of the services furnished hereunder. If there are problems with the Equipment, OpenEdge may give notice to you to immediately cease using the Equipment; your failure to comply with any such instructions from OpenEdge could result in your incurring losses, for which OpenEdge shall have no liability to you whatsoever.

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

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

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

Original Merchant Number: ____________

Rep Code: 6329

Merchant Additional Location Form

Business Information

Merchant's DBA Name/Outlet Name: Lewis Cooper Jr. Memorial Library	Merchant's Legal Name: City Of Opelika, AL
Physical Street Address (No P.O. Box): 200 South 6th Street	Legal Address: 204 South 7th Street
City, State, Zip: Opelika, AL 36801	City, State, Zip: Opelika, AL 36801
DBA Phone: (334) 705-5385 / Fax: (334) 705-5381	Corp. Phone: (334) 705-5385
Contact Name at this Address: Rosanna McGinnis / E-Mail: rmcginnis@opelika-al.gov	Contact Name at this Address: Rosanna McGinnis / E-Mail: rmcginnis@opelika-al.gov
Customer Service Phone # (Required for MOTO and Internet merchants only):	Website Address (Required for Internet merchants):

Merchant Profile

Ticker Symbol

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

Type of Goods or Services Sold: fines/copies/printing/faxes/roo...

SIC Code: 9399

Years in business under current ownership: 165

Federal Tax ID#

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

Sales Profile (Must equal 100%)	
Card Swiped	50
Manually Keyed with imprint	50
Mail Order/Telephone	0
Internet	0
Total	100

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

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

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

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

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

Annual Amex/Visa/MC/Discover Sales: $2,295 Average Ticket: $12 Total Amex/Visa/MC/Discover Sales (multiple locations only): $2,295

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☑ VISA Credit	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ VISA Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ VISA Check	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ MasterCard Credit	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ MasterCard Bus. Card	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Debit MasterCard	☑	N/A	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Discover Credit	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Discover Bus. Card	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Discover Check	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ PayPal Credit (card present)	☑	☐	N/A	0.0000 %	$ 0.2000	$ 0.0000
☑ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	$ 0.1500	$
☑ Debit (other than Visa or MC)	☑	☐		%	$ 0.2900	$
☑ EBT	☑	☐		%	$ 0.3500	$
☑ American Express	☑	☐		0.0000 %	$ 0.2000	$ 0.0000
☑ American Express Prepaid	☑	☐		0.0000 %	$ 0.2000	$ 0.0000

Surcharges: ☐ Tiered ☐ Pass-Through Plus ☑ Interchange Plus
_______ Rewards Discount
_______ Mid-Qualified Discount
_______ Non-Qualified Discount
_______ Pass-Through Plus

Other Fees: *******Fees from the original application also apply to the additional location******* Daily Discount: ☐ YES ☑ NO

$ 2.50 X-CHARGE SUPPORT
$ 2.50 Monthly Statment Fee
$ 5.60 Other: Regulatory Compliance Fee
$ 24.75 PCI ASSURE Quarterly Fee
$ ______ Virtual Site Survey Fee
$ 25.00 Other: Monthly Minimum
$ 0.20 Other: Batch Fee
$ 39.00 PCI ASSURE Non-Compliance Fee (monthl
______ % Amex Access Fee
0.30% Amex Card Not Swiped Fee
______ % Amex System Processing Fee
$ ______ Non-Refundable Application Fee
$ ______ Annual Assoc Tech Fee
$ ______ Monthly Debit Membership Fee
$ ______ Gateway Monthly Fee
$ ______ Gateway Setup Fee
$ ______ Global Transport VT (Rec Billing) Monthly Fee
$ ______ Global Transport VT (Rec Billing) Setup Fee
$ ______ Global Transport VT (Rec Billing) Transaction Fee

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registe acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Ca Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT.

By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.

Merchant's Signature: X	**Name (printed):** C. Gary Fuller	**Title:** Mayor	**Date:**
Signing for Global Payments Direct, Inc.: X	**Name (printed):**	**Title:**	**Date:**
Signing for Member: X	**Name (printed):**	**Name of Member (printed):** Wells Fargo Bank	**Date:**

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1			☑	☑	☑	☑	☑	☑
Bank 2			☐	☐	☐	☐	☐	☐

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

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time t time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name an address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at http://www.americanexpress.com/privacy to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon America Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature X ____   **Name (printed):** C. Gary Fuller   **Title:** Mayor   **Date:** ____

Hardware

Process Method: ☑ EDC ☐ Touchtone ☐ Paper

Platform: ☑ East ☐ Central

Imprinter: ☑ Own ☐ Purchase

Purchase Price per Unit: $ ____

Purchase Quantity - Standard: ____

Purchase Quantity - Handheld: ____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☑ Yes ☐ No

Global to train? ☑ Yes ☐ No

☑ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Qty	Hardware Device	Rental/Purchase	Unit Price
2	PIN Pad - Ingenico - iSC250	New Equipment	$ 695.0
1	PIN Pad - Ingenico - iSC250	Rental	$ 0.0

* Indicates Unit Price is recurring

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

Terminal Type: ____

Pinpad Type: ____

Printer Type: ____

Check Reader: ____

Terminal Application / PC Software Type: ____

Primary Third Party: ____

Secondary Third Party: ____

Number of TIDS: 1   Product: X-Charge

Third Party Settlement

Term type: XC2   ☐ Terminal ☑ Host

Global PC Software: ☐ Own   ☐ Purchase

If purchase, price $ ____   # of payments: ____

Special Instructions:
Y (IC+)

Cardholder Data Storage Compliance

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

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

Merchant Initials: ________ ⇦

ADDENDUM A

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

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

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

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

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

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

7. Warranties and Representations. Neither OpenEdge nor its suppliers make any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, the software residing therein or any of the services furnished hereunder. If there are problems with the Equipment, OpenEdge may give notice to you to immediately cease using the Equipment; your failure to comply with any such instructions from OpenEdge could result in your incurring losses, for which OpenEdge shall have no liability to you whatsoever.

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

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

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

ORDINANCE NO. (ID # 2897)

Sell City Property to Marsh Real Estate Investments, LLC - 2nd Reading.

ORDINANCE NO.__________

ORDINANCE AUTHORIZING THE CONVEYANCE OF LOT 1 OF POWER DISTRICT SUBDIVISION TO MARSH REAL ESTATE INVESTMENTS, L.L.C.

BE IT ORDAINED by the City Council of the City of Opelika, Alabama as follows:

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama, is no longer needed for public or municipal purposes, to-wit:

> Lot 1 of Power District Subdivision (being a replat of Lots 4A and 1A of Totten's Official Real Estate Map of the City of Opelika, Alabama of record in Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama) according to and as shown by map or plat of said subdivision of record in Town Plat Book 38 at Page 23 in the Office of the Judge of Probate of Lee County, Alabama.

Section 2. That the City of Opelika, Alabama, having received an offer from Marsh Real Estate Investments, L.L.C. to purchase the real estate described in Section 1 above, it is hereby declared that it is in the best interest of the public and the City to sell said premises to Marsh Real Estate Investments, L.L.C. for and in consideration of the sum of $100,000.

Section 3. That the Mayor and the City Clerk be and they are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Opelika, Alabama, a warranty deed, a copy of which is on file in the office of the City Clerk, whereby the City of Opelika does convey the premises described in Section 1 above to Marsh Real Estate Investments, L.L.C. for and in consideration of the sum of $100,000.

Section 4. That the Mayor, City Clerk and other appropriate officers and employees of the City are hereby authorized to take such further actions and execute and deliver such other agreements, contracts, documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 6. The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the _____day of ____________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

TRANSMITTED TO MAYOR this the _____day of _____________________, 2018.

____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of ______________________, 2018.

____

MAYOR

ATTEST:

____

CITY CLERK

STATE OF ALABAMA)
: WARRANTY DEED
COUNTY OF LEE)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration to the undersigned GRANTOR, CITY OF OPELIKA, ALABAMA, a municipal corporation, in hand paid by MARSH REAL ESTATE INVESTMENTS, L.L.C., an Alabama limited liability company, the receipt and sufficiency of which are hereby acknowledged, the said CITY OF OPELIKA, ALABAMA, does hereby grant, bargain, sell and convey unto the said MARSH REAL ESTATE INVESTMENTS, L.L.C., herein referred to as GRANTEE, the following described real estate situated in Opelika, Lee County, Alabama, to-wit:

Lot 1 of Power District Subdivision (being a replat of Lots 4A and 1A of Totten's Official Real Estate Map of the City of Opelika, Alabama of record in Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama) according to and as shown by map or plat of said subdivision of record in Town Plat Book 38 at Page 23 in the Office of the Judge of Probate of Lee County, Alabama.

Deed Reference: Deed Book: 539 at Page 7.

This conveyance is made subject to any and all restrictions, reservations, easements, covenants, conditions and rights-of-way affecting said property which are recorded in the Office of the Judge of Probate of Lee County, Alabama, or which may be evidenced by possession, use or survey.

TO HAVE AND TO HOLD unto said MARSH REAL ESTATE INVESTMENTS, L.L.C., an Alabama limited liability company, its successors and assigns in fee simple, forever.

And the GRANTOR, does for itself, its successors and assigns, covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises;

that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same unto the said GRANTEE, its successors and assigns forever; against the lawful claims of all persons.

IN WITNESS WHEREOF, the said CITY OF OPELIKA, ALABAMA, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, City Clerk, both of whom are hereunto authorized pursuant to Ordinance No. ________ of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto and marked Exhibit "A" on this the ______ day of ___________________, 2018.

CITY OF OPELIKA, ALABAMA
a Municipal Corporation

By:_____________________________________
Gary Fuller
Mayor

ATTEST:

____
Robert G. Shuman
City Clerk

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that GARY FULLER and ROBERT G. SHUMAN, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this the ______ day of ________________. 2018.

____
NOTARY PUBLIC
My Commission Expires:_________

GRANTEE'S ADDRESS:

Marsh Real Estate Investments, L.L.C.

This document prepared by:
Guy F. Gunter, III
City Attorney
City of Opelika
P.O. Box 390
Opelika, AL 36803
334-705-2074
334-705-5515 (Facsimile)
ggunter@opelika-al.gov

AN APPRAISAL OF

1010 AVENUE C

OPELIKA, ALABAMA

AS OF SEPTEMBER 22, 2014

BY

RICHARD MOOREFIELD, SRPA

ALABAMA CERTIFIED #00335

MATT MOOREFIELD

ALABAMA CERTIFIED #G01068

Richard Moorefield, Inc.

#2B Bradley Park Court
Columbus, Georgia 31904
Tel. 706/576-4704
Fax 706/576-4705

September 25, 2014

Mr. John N. Marsh, Jr.
1001 Avenue B
Opelika, Alabama 36801

RE: 1010 Avenue C, Opelika, Alabama

Dear Mr. Marsh:

Per your request, I am submitting my Appraisal on the above captioned property, dated September 22, 2014. The property rights appraised are fee simple, (Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat). I have inspected the subject property, gathered market information, and made an analysis of data.

This appraisal was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan.

I have estimated the Market Value, "As Is" of the property as of September 22, 2014, to be: be:

$249,500

Respectfully,

Richard Moorefield, SRPA
Alabama Certified #335

Matt Moorefield
Alabama Certified #G01068

SALIENT FACTS AND CONCLUSIONS

GENERAL INFORMATION

Effective Date of Appraisal:	September 10/24/2013
Property Interest Being Appraised:	fee simple
Property Identification:	1010 Avenue, Opelika, Alabama
Zoning:	C-3 Commercial use.
Legal:	Lots 1,6,7,8 and 9 part of lot 1 2 Block E, Lee County, Alabama.
Flood Map:	The subject is not located in a flood hazard area. Map number is #01081C0069G, dated 11/02/2011
Land Size:	3.09 acres
Title:	The subject property has not been sold in the past 36 months. The current ownership is the City of Opelika.
Exposure Time:	More than 120 days.
Highest & Best Use Conclusions:	It is my opinion; the subject property, as improved, has a highest and best use of an office/warehouse. The subject site, as vacant, has a use consistent with current zoning or industrial use.

VALUE INDICATIONS

COST APPROACH TO VALUE	**N/A**
DIRECT SALES APPROACH	**$249,500**
INCOME APPROACH TO VALUE	**N/A**
FINAL VALUE ESTIMATE:	**$249,500**

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CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, for the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of professional Appraisal Practice and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this certification.

As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

I hereby certify that this appraiser has no current or prospective interest in the subject property or parties involved, and has not performed any services regarding the subject property within the 3 year period immediately preceeding acceptance of the assignment, as an appraiser or in any other capacity.

I hereby certify that I have the necessary knowledge and experience to complete the appraisal assignment competently.

Richard Moorefield
Alabama Certified #335

Matt Moorefield
Alabama Certified #G01068

QUALIFICATIONS OF APPRAISER

RICHARD MOOREFIELD, INC.
#2 BRADLEY PARK COURT
COLUMBUS, GEORGIA 31904

DATE OF BIRTH: August 24, 1943

EDUCATION:

Troy State University, B.S. Economics, 1968
Appraisal Institute: Courses 101, 201, 301
Instructor in Appraisal Courses: University of Georgia School for Continuing Education for Georgia Association of Assessing Officials.

PROFESSIONAL DESIGNATION AND AFFILIATIONS:

1974 - S. R. P. A. Appraisal Institute - Senior Real Property Appraiser

1980 - Appraiser membership, Realty Multi-List, Columbus, Georgia

1981 - Affiliate - Phenix City Board of Realtors

1991 - Membership - The Appraisal Institute

1991 - Certified Real Estate Appraiser - State of Georgia #CG000783

1992 – Certified Real Estate Appraiser - State of Alabama #CG00335

The president and owner of my own appraisal company since 1975. I have been actively engaged in all types of appraisal assignments for governmental agencies, corporation, attorneys and private individuals. I am a qualified appraisal witness in Muscogee, Harris and Chattahoochee Counties, Georgia and Russell and Lee Counties, Alabama and Florida. I have served as past President and Officer of the Columbus Chapter of The Appraisal Institute.

QUALIFICATIONS OF APPRAISER

MATT MOOREFIELD
#2 BRADLEY PARK COURT
COLUMBUS, GEORGIA 31904

EDUCATION:

Brookstone School, 2001
Andrew College, A. S., Business Management, Magna Cum Laude, 2003
Berry College, B.S., Sociology, 2005

APPRAISER EDUCATION:

2006 – State Registered Real Property Appraiser
- Basic Appraisal Principles (30 Hours)
- Basic Appraisal Procedures (30 Hours)
- USPAP National Course (15 Hours)

2007 – State Licensed Real Property Appraiser
- Residential Report Writing and Case Studies (15 Hours)
- Residential Market Analysis and Highest and Best Use (15 Hours)
- Residential Appraiser Site Valuation and Cost Approach (15 Hours)
- Residential Sales Comparison and Income Approaches (30 Hours)

2007 - Appraisal Institute – Associate member

2009 – State Certified Real Property Appraiser
- Real Estate Finance, Statistics, and Valuation Modeling (15 Hours)
- Advanced Residential Applications and Case Studies/Part 1 (15 Hours)
- Advanced Residential Report Writing/Part 2 (30 Hours)
- General Appraiser Sales Approach (30 Hours)
- General Site Valuation and Cost Approach (30 Hours)
- General Appraiser Income Approach (Part I) (30 Hours)
- General Appraiser Income Approach (Part II) (30 Hours)
- General Appraiser Market Analysis and Highest and Best Use (30 Hours)
- General Report Writing and Case Studies (30 Hours)

2010 – State General Certified Real Property Appraiser (Georgia)
2012 – State General Certified Real Property Appraiser (Alabama)

DATE OF BIRTH: October 25, 1982

RESIDENCE: 3613 Austel Dr., Columbus, GA 31909

EXPERENCE: (2006 – Present): Under the direct supervision of Richard Moorefield, C.G., SRPA, I have appraised land, commercial, and residential properties in Muscogee, Harris, Chattahoochee, Talbot, Troup, and surrounding counties.

CLIENTS: Fannie Mae, Auburn Bank, Wells Fargo, Synovus, Colony Bank, PGP Valuation Inc, PCV Murcor, VMG Appraisals, F & M Bank, and numerous other financial institutions as well as other private individuals.

ASSUMPTIONS AND LIMITING CONDITIONS

- The signatory of this appraisal is a Member of the Appraisal Institute. The By-laws and Regulations of the Institute require each Member to control the use and distribution of each appraisal report signed by such Member.
  Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared. Further, either all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, sales media or for public communication without the prior written consent of the signatory of this appraisal report. Nor may any reference be made in such a public communication to the American Institute of Real Estate Appraisers, the Appraisal Institute, the M.A.I. or S.R.P.A. designation. No change of any item in the report shall be made by anyone other than the appraiser. The appraiser shall have no responsibility if any such unauthorized change is made.

- Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information, however, no responsibility for its accuracy is assumed by the appraiser. The comparable data relied upon in this appraisal report has been confirmed with one or more parties familiar with the transaction; all are considered appropriate for inclusion to the best of the appraiser's factual judgment and knowledge.

- The contract for appraisal, consultation or analytical service, are fulfilled and the total fee payable upon completion of this report. The appraiser or those assisting in the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, not engage in post appraisal consultation with Client or third parties except under separate and special arrangements and at an additional fee.

- The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status, as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

ASSUMPTIONS AND LIMITING CONDITIONS Contd..

- No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee or as derived by the appraiser.

- The appraiser has inspected, as far as possible, by observation, the land and the improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. The appraiser has not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm, however, substance in the area is unknown. The appraiser does not warrant against this condition or occurrence of problems arising from soil conditions. The apparent conditions of the property site, subsoil or structures which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgement is made as to the adequacy of insulation, type of insulation or energy efficiency of the improvements and equipment. Any determination of the possible presence or absence of termites or other pests which may or may not affect the subject is outside the scope of this appraisal. Inspection by a qualified pest control expert would be required to determine if infestation exists. No responsibility for such matters is assumed by the appraiser.

- It is assumed the utilization of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless noted within the report.

- The fee received for this assignment is in no manner contingent upon the value estimate reported.

- The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless

ASSUMPTIONS AND LIMITING CONDITIONS Contd..

otherwise stated in the report; further that all applicable zoning, building and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents permits or other legislative or administrative authority, local, state, federal and/or private entity or organization has been or can be obtained or renewed for any use considered in the value estimate.

- The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

- No environmental or impact studies, special market study or analysis, or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any subsequent such study or analysis of previous study or analysis subsequently becoming known to him.

- The value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate. Furnishing and equipment or business operations except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated.

- Improvements proposed, if any, on or off-site, as well as any repairs required are considered, for purposes of this appraisal to be completed in good workmanship manner according to information submitted and/or considered by the appraiser. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is as of the date shown, as proposed as if completed and operating at levels shown and projected.

- The estimated value is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation and conditions surrounding the offering,. The value estimate considers pro-

ASSUMPTIONS AND LIMITING CONDITIONS Contd..

ductivity and relative attractiveness of the property physically and economically in the marketplace. The *"Definition of Value"* in the appraisal report is not based in whole or part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised. In cases of appraisals involving the capitalization of income benefits, the estimate of market value is a reflection of such benefits and appraiser's interpretation of income and yields and other factors derived from general and specific market information. Such estimates are as of the date of the estimate of value; they are thus subject to change as market is naturally dynamic.

- All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.

- If the property is vacant lot or land, it is assumed Health Department approval for septic tank sewage disposal could be obtained if sanitary sewer is not available, unless otherwise stated in the appraisal. This is based on a visual inspection by the appraiser; however, a title opinion and/or survey would be required to determine this for sure.

- It is assumed that there are no hidden or apparent conditions of the property, subsoil, or structures which could render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such conditions. Unless otherwise stated in this report the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, radon or toxic chemicals, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

- Possession of this report or any copy thereof does not carry with it the right of publications, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only. The report may not be used for any

ASSUMPTIONS AND LIMITING CONDITIONS Contd..

purposes by any person or corporation without the written consent of **Richard L. Moorefield, SRPA.**

- Acceptance of, and/or use of, this appraisal report constitutes acceptance of the above conditions.

- This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.

- Any subsequent copies of this report will be furnished at an additional cost of $50.00/copy plus typing charges, if necessary, plus a base charge of $50.00.

- This appraisal report was prepared and is intended to be in compliance with appraisal policies generally adopted by Federally regulated financial institutions.

- I was unable to determine the condition of the roof. A professional inspection and certification is recommended.

PURPOSE OF APPRAISAL

The purpose of any appraisal is to estimate value. In the beginning of the appraisal problem, the appraiser must identify what value is to be estimated. A specific interest in a parcel of real estate may have more than one value at any given time. The estimation of that value must then be clearly identified as the purpose of the appraisal.

In appraisal terminology, distinction is sometimes made between the function of an appraisal and its purpose. The purpose of an appraisal relates to the type of value which is sought. The purpose of this appraisal is to estimate the Market Value of the subject property.

DEFINITION OF VALUE

MARKET VALUE: The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised and each acting in what they consider their own best interest.*
- *A reasonable time is allowed for exposure in the open market.*
- *Payment is made in U.S. dollars or in terms of financial arrangements comparable thereto and*
- *The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

IDENTIFICATION OF THE SUBJECT PROPERTY

ADDRESS: 1010 Avenue C, Opelika, Alabama

LEGAL: Lots 1,6,7,8 and 9 part of lot 1 2 Block E, Lee County, Alabama.

SIZE: 3.09 acres

ZONING: C-3 Commercial use.

LEGAL: Lots 4A 1A, and Part of lot 4B, Block 46, of Totten Map, Lee County, Alabama.

INTENDED USE: The intended use is for Mr. John Marsh and the City of Opelika.

UTILITIES: All are available.

TOPO: The site is level with good drainage

TITLE: The subject property has not been sold in the past 36 months. The current ownership is the City of Opelika.

EASEMENTS: No easements are known that would affect the market value of the subject property.

EXPOSURE TIME: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market. Exposure time is linked to the value of any property by the amount of exposure time on the market before a sale has been consummated. A study of the exposure time for the subject was made and properties were analyzed in relation to their time on the market. Exposure time is different because each property is different.
In the case of the subject property, the time between the listing and the sale of similar properties has been insignificant. Exposure time is estimated at 6 to 12 months.

MARKETING TIME: This is defined by USPAP as “an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.”

Marketing time is not intended to be a prediction of a date of sale. Considerations are given to prevailing monetary conditions, local real estate market conditions, and opinions of market participants. Marketing conditions are not expected to change in the short term, and it is the appraiser’s opinion that if the subject property was to be immediately exposed and offered for sale on the open market, a marketing time of about 6-12 months could be reasonably expected.

FLOOD MAP: The subject is not located in a flood hazard area. Map number is #01081C0069G, dated 11/02/2011.

IMPROVEMENTS: The subject improvements are existing and consist of two structures. The first structure is a one story, office/warehouse building on a concrete slab. The building contains 11,261 square feet with approximately 7,261 square feet in office space. The office has central air and heat with painted sheetrock walls with vinyl floor coverings. The ceilings have acoustical panels and recessed fluorescent lights. The interior consists of offices, a day room, a map room, a kitchen, 6 baths, and supply rooms.

The warehouse area contains approximately 4,000 square feet with overhead doors, exposed concrete floors, and 20’ ceiling height. It is of steel beam construction with metal siding and metal roof panels. The warehouse area has skylights and is heated by a gas fired fan unit. The roof is metal with overhead doors for access. The unit was built in 1982 and is in average condition. Parking is available both in the front of the unit and on the side. The lot is paved with concrete paving and ample parking is noted. The unit has an alarm system. The unit has an effective age of 20 years with a total economic life of 50 years.

The second structure is a one story fire station with approximately 6,558 square feet and is approximately 30 years old. The structure consists of a garage or parking area, offices, break room, baths, and sleeping quarters. There are 4 overhead garage doors in the garage/parking area. A covered area is noted across the rear of the unit. The lot is paved and the improvements have central air and heat. Access is via avenue B.

ADDITIONAL ASSUMPTIONS: The value estimated in this analysis is not predicated on atypical financing, and personal property, furniture, fixtures, equipment and business values are considered in this estimate. No anticipated public or private improvements are known and are not considered in this analysis.

TYPE OF REPORT: THIS IS AN APPRAISAL IN A NARRATIVE FORMAT.

AREA DATA

GEOGRAPHY

The city of Opelika lies in western Lee County and is bordered by Chambers County to the north. The city stretches south to the Macon County line in the southwest. It is a principal city of the Auburn-Opelika Metropolitan Area. The city is bordered by Auburn, Alabama to the northwest, southwest, and west.

The southwest and west regions of the city on the plateau are marked by rolling plains and savannahs, with the undeveloped portion primarily being used for cattle grazing and ranching. The coastal plain is located south of this region with sandy soil and pine forest.

Opelika/Auburn sits near the divide between the Chattahoochee and Tallapoosa River watersheds. Opelika is drained by three main creek systems: in the south, by the Chewacla/Opintlocco Creek system; in the north, by the Saugahatchee Creek system; and in the extreme northern reaches of Auburn by Sandy Creek. The dividing line between the Chewacla and Saugahatchee watersheds roughly follows the railroad line east-west through the center of town.

DEMOGRAPHICS

According to the 2010 Census, there were 26,477 people, 10,523 occupied housing units (households), and 7,078 family households residing in the city. Of the 10,523 occupied housing units, 6,586 (62.6%) are owner-occupied and 3,937 (37.4%) are renter-occupied. The population density was 448.7 people per square mile. There were 11,751 housing units at an average density of 199.1 per square mile.

Historical populations		
Census	**Pop.**	**%±**
1880	3,245	—
1890	3,703	14.1%
1900	4,245	14.6%
1910	4,734	11.5%
1920	4,960	4.8%
1930	6,156	24.1%
1940	8,487	37.9%
1950	12,295	44.9%
1960	15,678	27.5%
1970	19,027	21.4%
1980	21,896	15.1%
1990	22,122	1.0%
2000	23,498	6.2%
2010	26,477	12.7%

There were 10,523 occupied housing units (households) out of which 64% (6,731) had a child under the age of 18 living with them, 45.2% were married couples living together, 20.1% had a female householder with no husband present, and 32.7% were non-families. 28.2% of all households were made up of one person households, and 5.7% had someone living alone who was 65 years of age or older. The average household size is 2.46 and the average family size was 3.02.

Of the total population (26,477), 27.9% are 19 years old or younger, 13.4% are 20 to 29 years old, 26.9% are 30 to 49 years old, 22.6% are 50 to 69 years old, and 8.3% are 70 years old or older. The median age was 34 years.

According to 2010 Census information, the median income for a household in the city was $35,243, and the median income for a family was $47,864.

EDUCATION

Opelika is home to a branch of Southern Union State Community College. It is a two-year community and technical college. Its enrollment stands at approximately 2,718 in the academic division and 1,600 in the technical division.

The Auburn-Opelika MSA is also home to Auburn University. The University was founded in 1856 and is one of the largest universities in the South.

ECONOMY

Over the past several years, Opelika's economy has shifted away from a traditional basis in textile manufacturing. Since 2004, the city has experienced revitalization in many segments of the economy, including commercial, residential and industrial activity. Capital investment since 2005 has totaled 357.2 million, and more than 1495 new jobs have been created.

Recent projects include 170,000 square feet Daewon, an employer of 170 employees. Other new large employers include Gambro Renal Products (a Swedish manufacturer of dialyzers for kidney dialysis). Gambro made the largest single initial investment in Lee County's history of $110 million. The Tiger Town retail shopping complex continues to expand its commercial development.

In early 2006, the Economic Development Association of Alabama named Opelika the top community in Alabama for business recruitment for the year 2005. Opelika also received the #1 rank in the South as "Small Market of the Year" by *Southern Business and Development* magazine, a professional publication that helps corporations around the country (and world) in their expansion, relocation and development decisions. The city earned its #1 status through its success in bringing Gambro, Jo-Ann, Maxforma, Benteler and Mando Corporation to the community in 2005.

In April 2009, officials with Michelin North America announced it would close its BF Goodrich Tire manufacturing plant in Opelika, by October 31, 2009. The announcement was part of a company restructuring plan, and officials blamed an overall decline in demand.

KIA is an automobile manufacturing plant just completed north of Opelika along Interstate 85. The plant employs 55,000 workers and produces automobiles at a rate of 5 per day.

The impact along Interstate 85 is felt as far north as LaGrange and south to Montgomery. The Auburn-Opelika market is ideally located for a positive effect on the economy. The current unemployment rate for Opelika/Auburn as of May 2014, is 5.4%

RECREATION

The Alabama Recreation and Parks Association awarded the Opelika Sportsplex and Aquatics Center the 2010 Facility of the Year Award for cities with populations of 15,001 people or more. This $32 million dollar, 75,000-square-foot complex is the largest project ever undertaken by the City of Opelika in its 155 year history, representing the first-ever public-private partnership, with businesses, corporations and private individuals. On August 31, 2009 – on schedule and on budget – Opelika's new state-of-the-art Sportsplex & Aquatics Center opened its doors to the public.

The Auburn-Opelika Metropolitan Statistical Area was recently named by *Golf Digest* as the #1 area for golf in the United States. One part of the reason this area received this ranking is that Opelika is home to Robert Trent Jones Grand National. The site for the course, which hugs the edge of Lake Saugahatchee in Opelika's northwest, was described by Jones as the "single greatest" site for a golf complex that he had ever seen. The course, which is considered to be the jewel of Alabama's **Robert Trent Jones Golf Trail**, has hosted a number of national tournaments.

In summary, Lee County's expanding population mirrors the steady growth and development of nonagricultural employment in the area. Since 2004, the city has experienced revitalization in many segments of the economy, including commercial, residential and industrial activity.

Capital investment since 2005 has totaled 357.2 million, and more than 1495 new jobs have been created. The growing manufacturing sector, including automotive suppliers, expanding recreation and numerous new and expanding retail developments have worked to strengthen the area's economy over the last decade and will continue to generate future opportunity for business and industry.

NEIGHBORHOOD ANALYSIS

The subject is well located within the Opelika area and is bounded to the east by10th Street and to the west by Clanton Street. The subject is located within the Central Business District of Opelika. This is a well-established commercial area with a wide variety of commercial uses to include offices, retail, warehousing, institutional uses, and other small commercial uses.

The area has all utilities and the subject site is compatible with other developments of similar size and location. Access is good and the site is located near most commercial support services such as work, shopping and places of worship.

Demand appears to be stable with several retail vacancies noted in the same general area. . Population growth and household formations have been on an upward trend with the subject neighborhood.

New developments are taking place north of the subject in the Auburn area and parts of the Opelika market. Several small commercial uses are noted along these corridors. These are small commercial users such as offices, mini storage use, and small warehouse use. Several developments have primarily been from additions to existing properties.

As indicated above, the population within the subject's neighborhood has shown growth over the last 10 years, that trend is expected to continue. The outlook for the neighborhood is good for additional development in the future.

Several factors influence the forces of demand and the rate of growth. These include social, economic, political and physical factors. Based on the subject's location and surrounding properties, demand and supply appear to be in balance with future growth of population in this area and the location near Auburn/Opelika area.

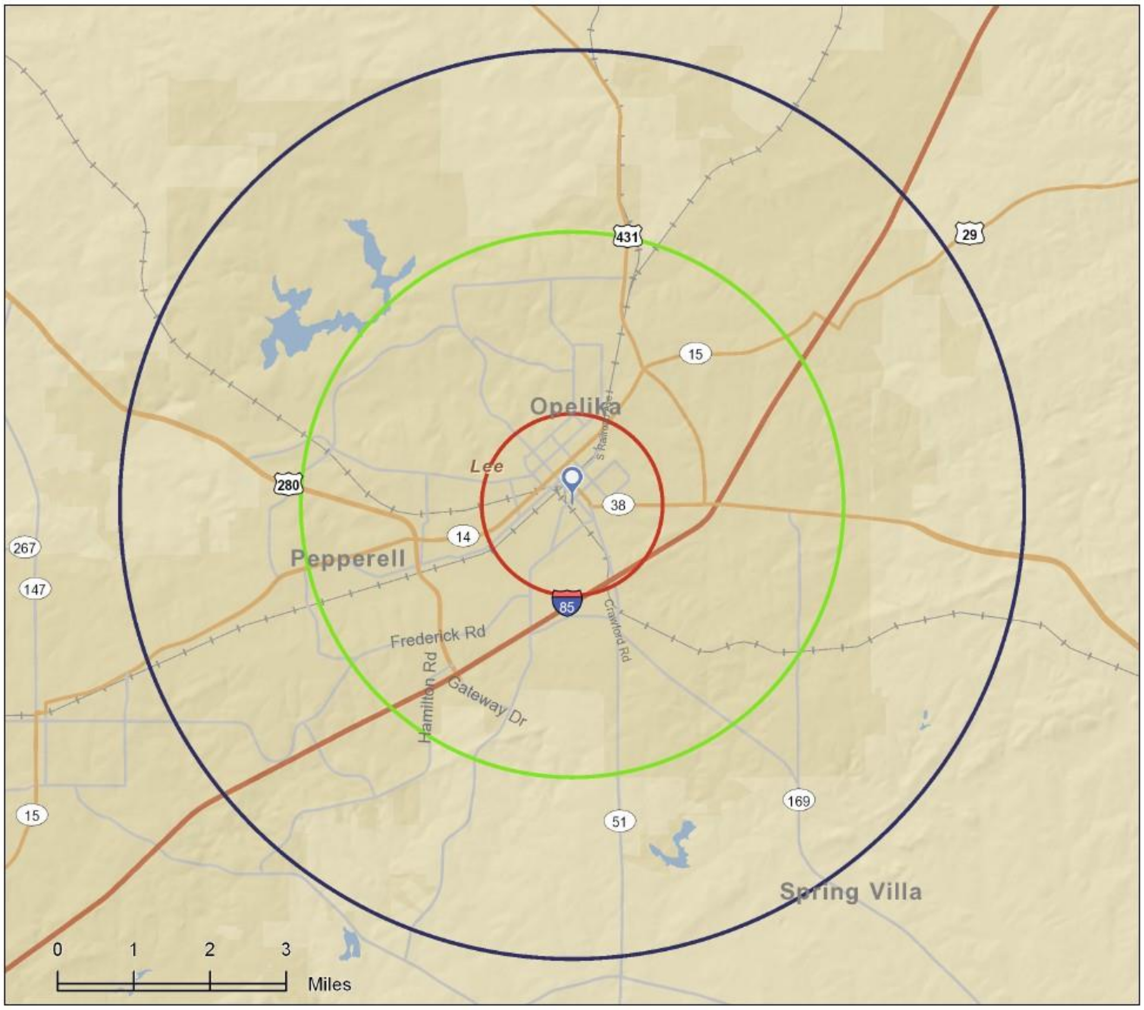
This area should continue to grow and expand with the high demand for property in this area. Access to major transportation routes are noted both north and south of the subject site. The development is consistent with others in the neighborhood and the occupancy rate appears to be stable.

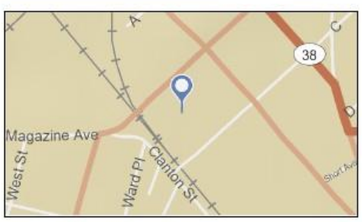
The following is based on a 1-mile, 3-mile, and 5-mile radius from the subject.

Site Map

Lat: 3848093.044569, Lon: -9504464.983158
Ring: 1, 3, 5 Miles

Prepared by Richard MoorefieldRichard
Latitude: 32.643602
Longitude: -85.380062





September 24, 2014

Demographic and Income Profile - Appraisal Version

Lat: 3848093.044569, Lon: -9504464.983158
Rings: 1, 3, 5 mile radii

Prepared by Richard MoorefieldRichard
Latitude: 32.643601760
Longitude: -85.38006161

Summary	Census 2010	2013	2018
Population	5,289	5,568	6,137
Households	2,143	2,255	2,484
Families	1,392	1,455	1,589
Average Household Size	2.46	2.46	2.46
Owner Occupied Housing Units	1,162	1,186	1,307
Renter Occupied Housing Units	981	1,069	1,177
Median Age	35.7	36.4	37.7
Trends: 2013 - 2018 Annual Rate	**Area**	**State**	**National**
Population	1.97%	0.57%	0.71%
Households	1.95%	0.61%	0.74%
Families	1.78%	0.43%	0.63%
Owner HHs	1.96%	0.70%	0.94%
Median Household Income	3.42%	3.22%	3.03%

	2013		2018	
Households by Income	Number	Percent	Number	Percent
<$15,000	632	28.0%	679	27.3%
$15,000 - $24,999	344	15.3%	281	11.3%
$25,000 - $34,999	247	11.0%	240	9.7%
$35,000 - $49,999	377	16.7%	424	17.1%
$50,000 - $74,999	298	13.2%	405	16.3%
$75,000 - $99,999	168	7.5%	222	8.9%
$100,000 - $149,999	124	5.5%	150	6.0%
$150,000 - $199,999	39	1.7%	52	2.1%
$200,000+	27	1.2%	32	1.3%
Median Household Income	$30,486		$36,064	
Average Household Income	$44,468		$49,970	
Per Capita Income	$17,951		$20,154	

	Census 2010		2013		2018	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	455	8.6%	470	8.4%	518	8.4%
5 - 9	360	6.8%	376	6.8%	400	6.5%
10 - 14	358	6.8%	369	6.6%	399	6.5%
15 - 19	373	7.1%	348	6.3%	362	5.9%
20 - 24	365	6.9%	401	7.2%	377	6.1%
25 - 34	688	13.0%	726	13.0%	806	13.1%
35 - 44	648	12.3%	668	12.0%	730	11.9%
45 - 54	707	13.4%	715	12.8%	736	12.0%
55 - 64	668	12.6%	739	13.3%	825	13.4%
65 - 74	371	7.0%	444	8.0%	600	9.8%
75 - 84	227	4.3%	233	4.2%	285	4.6%
85+	68	1.3%	79	1.4%	100	1.6%

Data Note: Income is expressed in current dollars.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.

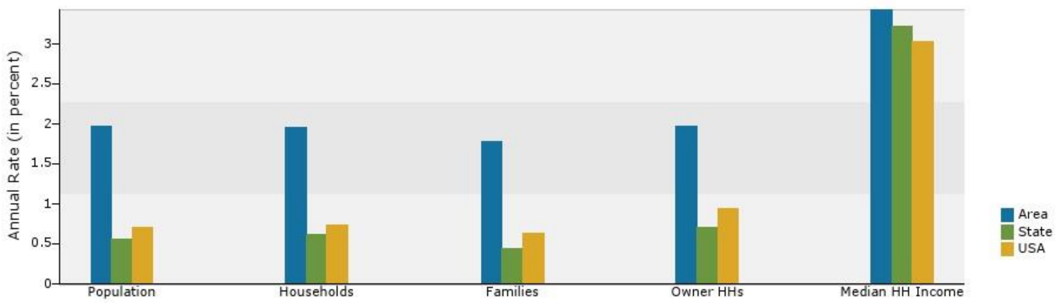
September 24, 2014

Demographic and Income Profile - Appraisal Version

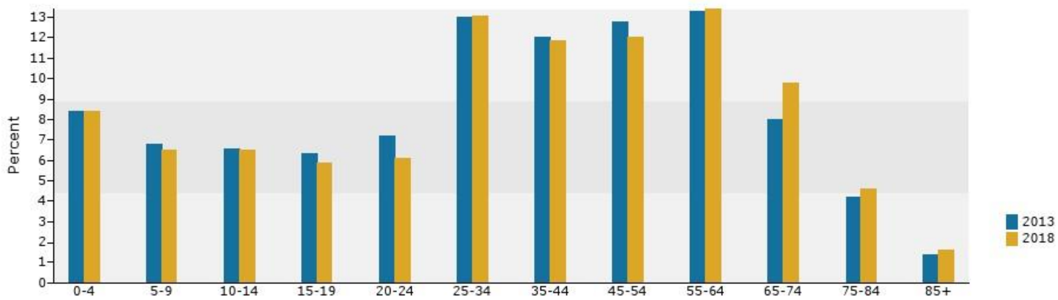
Lat: 3848093.044569, Lon: -9504464.983158
Rings: 1, 3, 5 mile radii

Prepared by Richard MoorefieldRichard
Latitude: 32.643601760
Longitude: -85.38006161

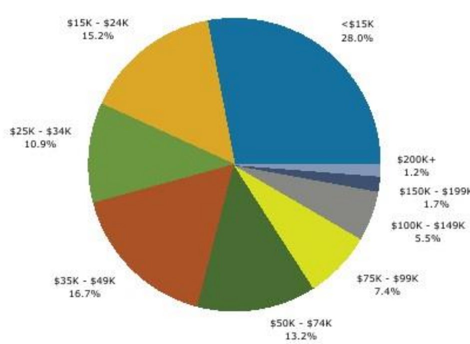
Trends 2013-2018



Population by Age



2013 Household Income



Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.

September 24, 2014

Demographic and Income Profile - Appraisal Version

Lat: 3848093.044569, Lon: -9504464.983158
Rings: 1, 3, 5 mile radii

Prepared by Richard MoorefieldRichard
Latitude: 32.643601760
Longitude: -85.38006161

Summary	Census 2010	2013	2018
Population	22,583	23,366	25,192
Households	8,964	9,279	10,004
Families	6,027	6,209	6,654
Average Household Size	2.46	2.46	2.47
Owner Occupied Housing Units	5,512	5,592	6,074
Renter Occupied Housing Units	3,452	3,686	3,930
Median Age	35.8	36.5	37.5
Trends: 2013 - 2018 Annual Rate	**Area**	**State**	**National**
Population	1.52%	0.57%	0.71%
Households	1.52%	0.61%	0.74%
Families	1.39%	0.43%	0.63%
Owner HHs	1.67%	0.70%	0.94%
Median Household Income	3.38%	3.22%	3.03%

	2013		2018	
Households by Income	Number	Percent	Number	Percent
<$15,000	1,929	20.8%	1,975	19.7%
$15,000 - $24,999	1,309	14.1%	1,003	10.0%
$25,000 - $34,999	1,040	11.2%	969	9.7%
$35,000 - $49,999	1,273	13.7%	1,412	14.1%
$50,000 - $74,999	1,608	17.3%	2,067	20.7%
$75,000 - $99,999	948	10.2%	1,160	11.6%
$100,000 - $149,999	805	8.7%	955	9.5%
$150,000 - $199,999	230	2.5%	292	2.9%
$200,000+	136	1.5%	170	1.7%
Median Household Income	$38,333		$45,258	
Average Household Income	$53,765		$60,822	
Per Capita Income	$21,484		$24,253	

	Census 2010		2013		2018	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	1,723	7.6%	1,739	7.4%	1,891	7.5%
5 - 9	1,498	6.6%	1,567	6.7%	1,659	6.6%
10 - 14	1,567	6.9%	1,525	6.5%	1,613	6.4%
15 - 19	1,581	7.0%	1,519	6.5%	1,504	6.0%
20 - 24	1,433	6.3%	1,624	7.0%	1,593	6.3%
25 - 34	3,241	14.4%	3,260	14.0%	3,486	13.8%
35 - 44	2,914	12.9%	2,998	12.8%	3,235	12.8%
45 - 54	3,129	13.9%	3,085	13.2%	3,086	12.3%
55 - 64	2,666	11.8%	2,899	12.4%	3,207	12.7%
65 - 74	1,591	7.0%	1,841	7.9%	2,352	9.3%
75 - 84	907	4.0%	948	4.1%	1,142	4.5%
85+	331	1.5%	361	1.5%	422	1.7%

Data Note: Income is expressed in current dollars.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.

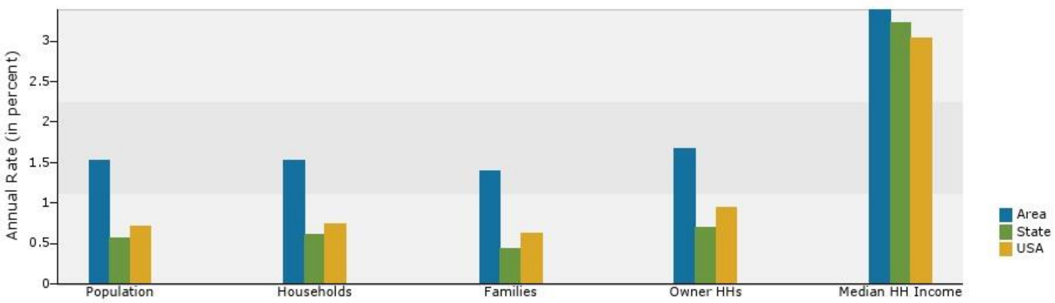
September 24, 2014

Demographic and Income Profile - Appraisal Version

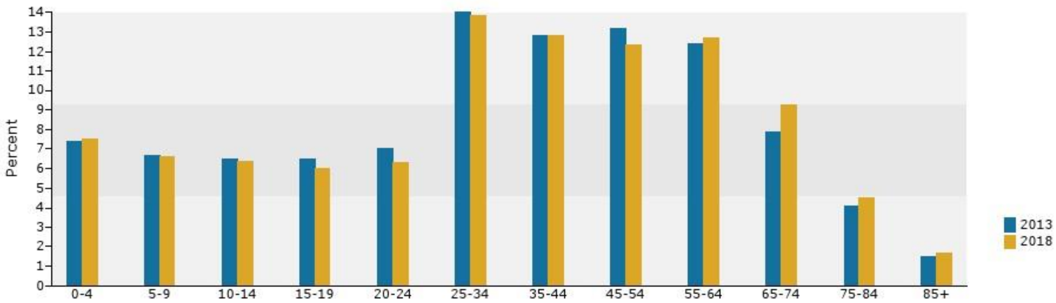
Lat: 3848093.044569, Lon: -9504464.983158
Rings: 1, 3, 5 mile radii

Prepared by Richard MoorefieldRichard
Latitude: 32.643601760
Longitude: -85.38006161

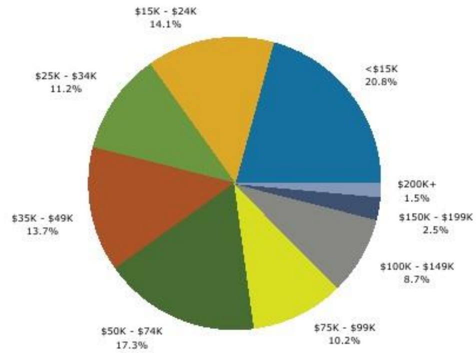
Trends 2013-2018



Population by Age



2013 Household Income



Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.

September 24, 2014

Demographic and Income Profile - Appraisal Version

Lat: 3848093.044569, Lon: -9504464.983158
Rings: 1, 3, 5 mile radii

Prepared by Richard MoorefieldRichard
Latitude: 32.643601760
Longitude: -85.38006161

Summary	Census 2010	2013	2018
Population	33,965	35,506	38,601
Households	13,631	14,253	15,491
Families	8,971	9,334	10,087
Average Household Size	2.43	2.43	2.44
Owner Occupied Housing Units	8,136	8,338	9,131
Renter Occupied Housing Units	5,495	5,915	6,361
Median Age	34.8	35.4	36.4
Trends: 2013 - 2018 Annual Rate	**Area**	**State**	**National**
Population	1.69%	0.57%	0.71%
Households	1.68%	0.61%	0.74%
Families	1.56%	0.43%	0.63%
Owner HHs	1.83%	0.70%	0.94%
Median Household Income	3.58%	3.22%	3.03%

	2013		2018	
Households by Income	Number	Percent	Number	Percent
<$15,000	2,668	18.7%	2,732	17.6%
$15,000 - $24,999	1,958	13.7%	1,507	9.7%
$25,000 - $34,999	1,803	12.6%	1,675	10.8%
$35,000 - $49,999	1,954	13.7%	2,189	14.1%
$50,000 - $74,999	2,536	17.8%	3,307	21.3%
$75,000 - $99,999	1,336	9.4%	1,642	10.6%
$100,000 - $149,999	1,315	9.2%	1,554	10.0%
$150,000 - $199,999	395	2.8%	510	3.3%
$200,000+	287	2.0%	375	2.4%
Median Household Income	$39,298		$46,856	
Average Household Income	$56,659		$65,306	
Per Capita Income	$22,744		$26,126	

	Census 2010		2013		2018	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	2,575	7.6%	2,620	7.4%	2,874	7.4%
5 - 9	2,265	6.7%	2,400	6.8%	2,574	6.7%
10 - 14	2,322	6.8%	2,310	6.5%	2,481	6.4%
15 - 19	2,297	6.8%	2,286	6.4%	2,313	6.0%
20 - 24	2,407	7.1%	2,637	7.4%	2,619	6.8%
25 - 34	5,224	15.4%	5,332	15.0%	5,676	14.7%
35 - 44	4,525	13.3%	4,717	13.3%	5,159	13.4%
45 - 54	4,510	13.3%	4,546	12.8%	4,690	12.2%
55 - 64	3,715	10.9%	4,096	11.5%	4,589	11.9%
65 - 74	2,205	6.5%	2,553	7.2%	3,293	8.5%
75 - 84	1,331	3.9%	1,381	3.9%	1,626	4.2%
85+	591	1.7%	629	1.8%	706	1.8%

Data Note: Income is expressed in current dollars.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.

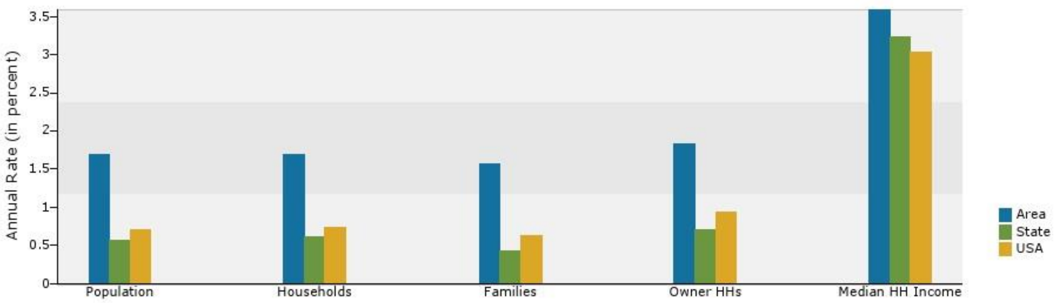
September 24, 2014

Demographic and Income Profile - Appraisal Version

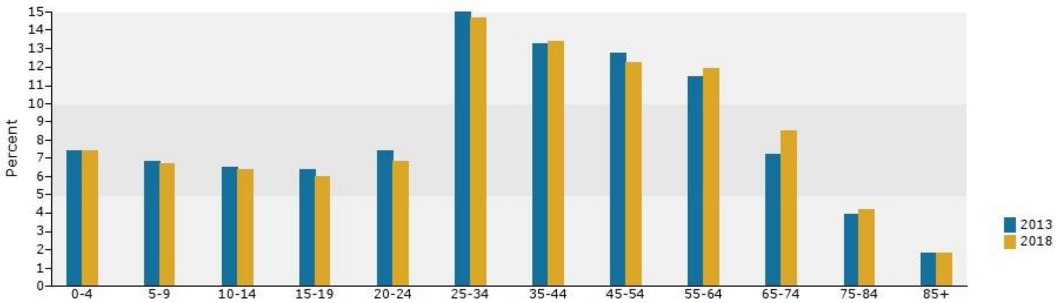
Lat: 3848093.044569, Lon: -9504464.983158
Rings: 1, 3, 5 mile radii

Prepared by Richard MoorefieldRichard
Latitude: 32.643601760
Longitude: -85.38006161

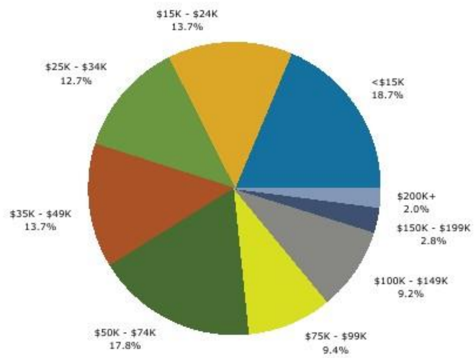
Trends 2013-2018



Population by Age



2013 Household Income



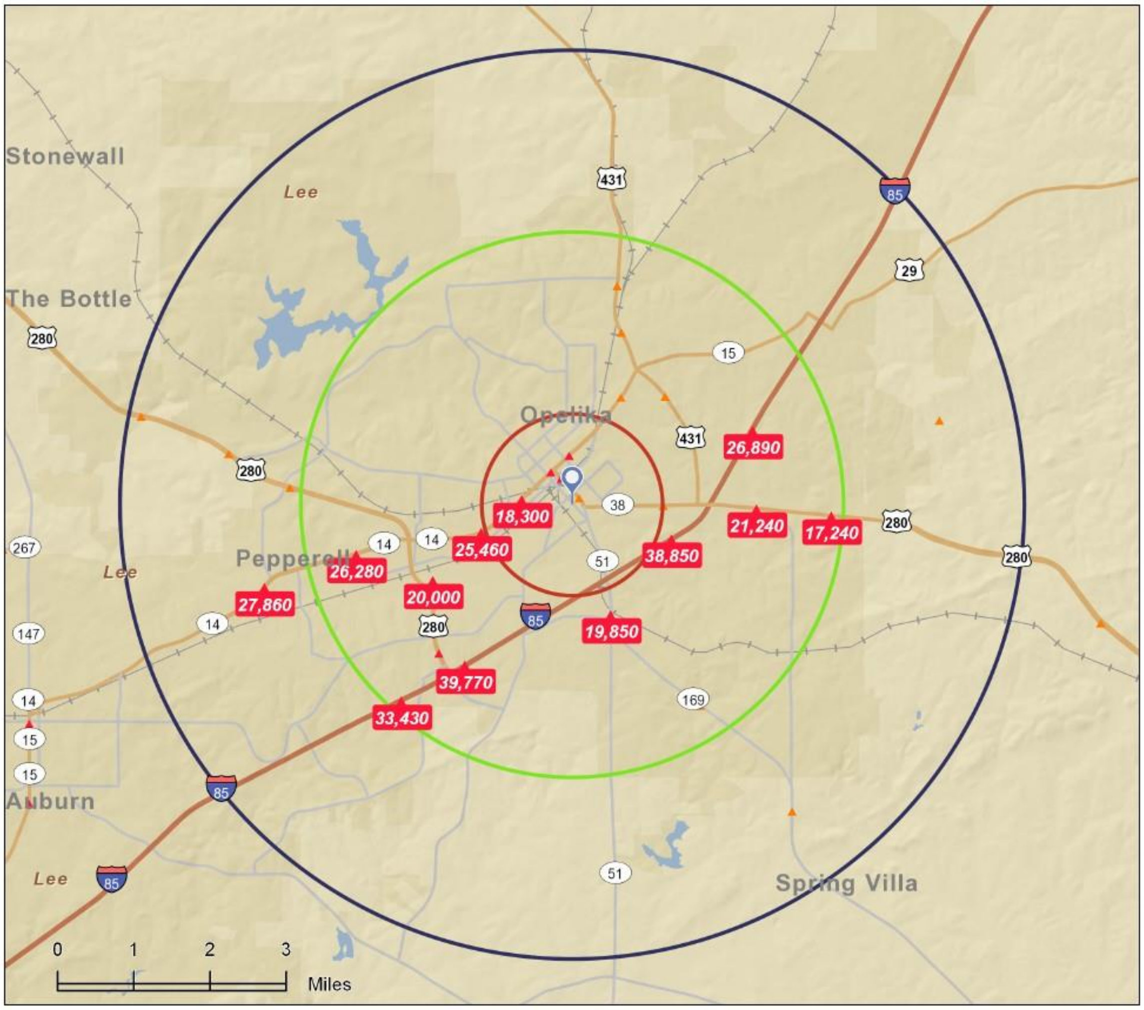
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.

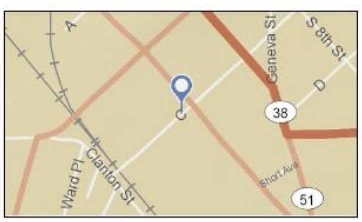
September 24, 2014

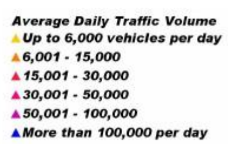
Traffic Count Map

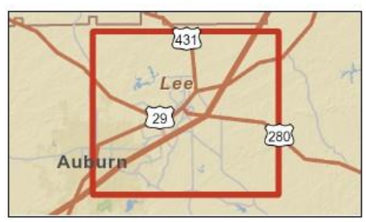
1010 Ave C, Opelika, AL
1010 Avenue C, Opelika, Alabama, 36801
Ring: 1, 3, 5 Miles

Prepared by Richard Moorefield
Latitude: 32.643656
Longitude: -85.378774









Source: ©2011 MPSI (Market Planning Solutions Inc.) Systems Inc. d.b.a. DataMetrix®

September 24, 2014

Traffic Count Profile

Prepared by Richard Moorefield

1010 Ave C, Opelika, AL
1010 Avenue C, Opelika, Alabama, 36801
Ring: 5 miles radius

Latitude: 32.643656
Longitude: -85.378774

Distance:	Street:	Closest Cross-street:	Year of Count:	Count:
0.10	S 9th St	Avenue C (0.01 miles SE)	2002	10,550
0.31	N 9th St	N Railroad Ave (0.01 miles SE)	1996	21,130
0.43	2nd Ave	N 9th St (0.04 miles NE)	2002	16,550
0.54	2nd Ave	N 6th St (0.03 miles NE)	2002	15,420
0.56	2nd Ave	14th St N (0.04 miles NE)	2002	18,300
1.00	Torbert Blvd	S 4th St (0.27 miles W)	2002	10,930
1.05	Pepperell Pky	17th Pl (0.07 miles SW)	2002	25,460
1.15	I-85	Columbus Pky (0.55 miles NE)	2002	38,850
1.28	Marvyn Pky	Williamson Ave (0.04 miles S)	2002	19,850
1.30	Samford Ave	Samford Ct (0.01 miles SW)	1996	11,470
1.57	Fox Run Pky	Brookstone Dr (0.1 miles SE)	2002	9,640
1.74	Thomason Dr	Century Blvd (0.08 miles S)	2002	20,000
1.90	Marvyn Pky	Hall Ave (0.18 miles N)	2002	6,690
1.97	Lafayette Pky	Lake Condy Rd (0.14 miles SE)	2002	12,170
2.03	Columbus Pky	N Uniroyal Rd (0.18 miles E)	2002	21,240
2.12	West Point Pky	Dickson St (0.04 miles W)	2002	6,580
2.12	I-85	Gateway Dr (0.19 miles SW)	2002	39,770
2.15	I-85	Ridge Rd (0.7 miles NE)	2002	26,890
2.20	Gateway Dr	Tiger Town Pky (0.03 miles NW)	2002	25,000
2.44	Pepperell Pky	N 29th St (0.04 miles W)	2002	26,280
2.46	Lafayette Pky	Morris Ave (0.09 miles N)	2002	8,670
2.62	Crawford Rd	Hickory Haven (0.19 miles SE)	2002	8,500
2.81	Marvyn Pky	Moore Ave (0.02 miles S)	2002	6,610
2.85	Columbus Pky	S Uniroyal Rd (0.53 miles W)	2002	17,240
2.86	I-85	Hamilton Rd (0.25 miles NE)	2002	33,430
3.11	Birmingham Hwy	Veterans Pky (0.06 miles W)	2002	9,190
3.31	Lafayette Pky	Hill Flo Ave (0.09 miles N)	1996	4,260
3.51	Pepperell Pky	Yarbrough Dr (0.02 miles SW)	2002	27,860
3.83	Birmingham Hwy	Waverly Pky (0.14 miles SE)	2002	11,310
4.15	Rock Castle Rd	County Road 154 (0.23 miles SE)	1996	12,050

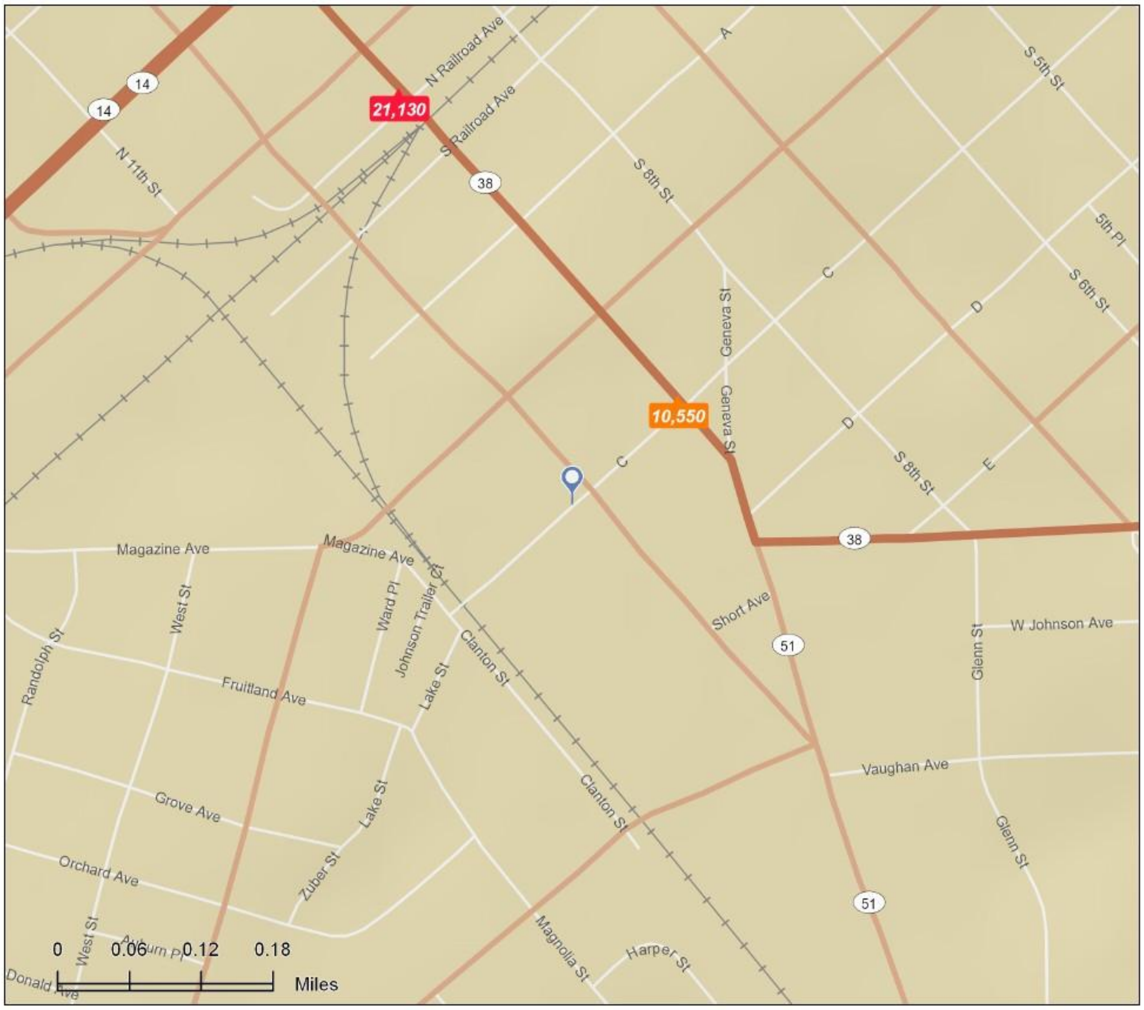
Data Note: The Traffic Profile displays up to 30 of the closest available traffic counts within the largest radius around your site. The years of the counts in the database range from 2011 to 1963. Just over 68% of the counts were taken between 2001 and 2011 and 86% of the counts were taken in 1997 or later. Traffic counts are identified by the street on which they were recorded, along with the distance and direction to the closest cross-street. Distances displayed as 0.00 miles (due to rounding), are closest to the site. A traffic count is defined as the two-way Average Daily Traffic (ADT) that passes that location.

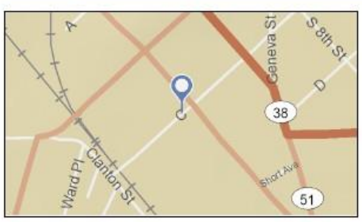
Source: ©2011 MPSI Systems Inc. d.b.a. DataMetrix®

Traffic Count Map - Close Up

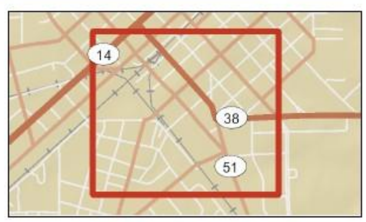
1010 Ave C, Opelika, AL
1010 Avenue C, Opelika, Alabama, 36801
Ring: 1, 3, 5 Miles

Prepared by Richard Moorefield
Latitude: 32.643656
Longitude: -85.378774





Average Daily Traffic Volume
- Up to 6,000 vehicles per day
- 6,001 - 15,000
- 15,001 - 30,000
- 30,001 - 50,000
- 50,001 - 100,000
- More than 100,000 per day



Source: ©2011 MPSI (Market Planning Solutions Inc.) Systems Inc. d.b.a. DataMetrix®

September 24, 2014

SCOPE OF THE APPRAISAL

Richard Moorefield was engaged by Mr. John Marsh to perform an appraisal of the subject property. The scope of this report and appraisal included an inspection of the subject property and its neighborhood in **September 2014,** market analysis of the competing submarket, accumulation and analysis of relevant comparable data; and application of all relevant approaches to value. The appraiser has considered the Cost, Sales and Income Approaches in estimating the value of this property. A more complete description of the methodology of these three approaches is presented on the next page in the **VALUATION METHODOLOGY.**

Sources of data included public records, real estate brokers, real estate appraisers, sales agents, developers and officials with Auburn/Lee County Governments. If sales are used then they were inspected and the data verified by the appraisers with parties involved in the particular transaction. The period for which market data was investigated is generally between **2012-2014.**

The **scope** of this appraisal is to set forth a clear and accurate description of the appraisal process. Based on the type of property, the Direct Sales Comparison is used in this analysis. Based on the age and the estimate of depreciation, the Cost Approach is not used in this analysis. No rentals could be located of properties similar to the subject and the Income Approach is not used.

The subject property was inspected on **September 22, 2014**, with both an interior and exterior inspection. Data was gathered regarding the subject in relation to condition, size and quality. Sales and rentals of other comps were examined, inspected and confirmed.

HIGHEST AND BEST USE

In order to estimate the **highest and best use** for the subject property, I have considered those uses which are physically possible, legally permissible, economically feasible and maximally profitable.

The **highest and best use of the land** is defined as that use which is the most probable and reasonable and which has the highest return to the land. Consideration was given to the individual features of the land such as size, shape, topo and access. Also, consideration was given to the surrounding land uses and the demand for property in this market.

In addition, the legal uses permitted by the City of Opelika government are considered.

It is my opinion that **the highest and best use of the land,** as though vacant, is for a use consistent under industrial use. As improved, the highest and best use of the property is the subject's existing use as an office/warehouse.

PHYSICALLY POSSIBLE: A constraint on the use of the property is dictated by the physical uses for which the property can be developed. The subject site consists of approximately 3 acres with access from Avenue B and C. Access is average and the property has all of the utilities and not located in a flood hazard area. Overall, the topography is considered adequate for many developmental uses and is deemed possible for the subject site.

LEGALLY PERMISSIBLE: The subject is C-3 use, which provides for a wide variety and intensity of commercial uses that may serve a citywide or regional market. The subject conforms to the existing zoning. The purpose of this zoning district is to provide lower density commercial district that may be utilized as a transitional buffer between more intense commercial zoning.

FINANCIALLY FEASIBLE: An office/warehouse building is a reasonable use which the property can be developed. Surrounding land patterns along Avenue B and C have been studied which reflect development of similar type properties. Corner lots are typically improved with similar properties and if the site were vacant, the first inclination would be for development of an office/warehouse building. Based on this analysis, the subject has been a feasible investment. The current operations have been in use for over 25 years.

MAXIMALLY PRODUCTIVE: Based on the active and current use of office/warehouses in this neighborhood and considering the current leases in the neighborhood, this development has provided a very stable and highly productive financial return to the underlying site. If the subject site were vacant and available for development, the optimal use would be for an office/warehouse building use.

It is my opinion; the subject property, as improved, has a highest and best use of an office/warehouse. The subject site, as vacant, has a use consistent with current zoning or industrial use.

VALUATION METHODOLOGY

I have considered three principle methods available for estimating the market value of the subject property in fee simple estate. These are summarized as follows:

COST APPROACH: This approach considers the current cost of replacing the appraised assets less applicable depreciation. The replacement cost new of the appraised assets is estimated on the basis of current labor and material prices plus allowances for overhead, profit, and provisions for architect's fees, supervision, and other miscellaneous fees. Interest during construction is also added. Accrued depreciation, representing a loss in value due to physical deterioration, is then deducted from the replacement costs in order to arrive at a depreciated replacement cost for the appraised fixed assets. To the depreciated value of the appraised fixed assets is added the market value of the land, as if vacant, to arrive at a value conclusion.

DIRECT SALES COMPARISON APPROACH: This approach is based upon the principle of substitution, that is, when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming no costly delay in making the substitution. Since two properties are rarely identical, the necessary adjustments for differences in quality, location, size, services and market appeal are a function of appraisal experience and judgment.

INCOME APPROACH : This approach gives consideration to the Net Operating Income expectancy from the facility, and to the capitalization of this income in accordance with prevailing returns on properties or investments of similar risks, to determine the amount at which ownership would be justified by a prudent investor.

The subject property is an older office/warehouse that appears to be in average condition. The Cost Approach to Value is usually used when the improvements are new and no depreciation is noted. On the other hand, the estimate of depreciation and lack of recent land sales in this area are two reasons the Cost Approach is not used in this analysis. The Direct Sales was used.

Appraiser's conclusion of value is based upon the assumption that there are no hidden or unapparent conditions of the property that might impact upon buildability. Appraiser recommends due diligence be conducted through local building department or municipality to investigate buildability and whether property is suitable for intended use. Appraiser makes no representations, guarantees or warranties.

VALUATION SECTION

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach is defined as that approach in an appraisal analysis which is based upon the proposition that an informed purchaser would pay no more for the property than the cost of acquiring an existing property with the same utility. Presumably, the potential purchaser considers the alternatives that are available and then makes a rational decision based upon the information about those alternatives.

The application of the **Direct Sales Comparison Approach** involves selecting a number of competitive properties which have recently sold on the market. The information derived from this section is analyzed through an adjustment process which develops indications of what the competitive properties would have sold for if they possessed all the important characteristics of the subject property.

The reliability of this approach is dependent upon the availability and verification of the comparable sales data. Therefore, this approach is particularly applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources.

A complete search was made for properties similar to the subject that sold. Three sales are found in the Opelika market that are judged similar to the subject. This search included appraisers, government officials, brokers, agents and owners of other buildings. Therefore, this approach will be used in this analysis.

SALE 1

ADDRESS: 405 South 10th Street, Opelika, Alabama

GRANTOR: Jesse Taylor

GRANTEE: Marsh Real Estate

DEED BOOK: 2434/546

DATE: 8/8/2010

SALES PRICE: $155,000

CONFIRMED BY: Seller

LAND AREA: 2.5 acres

IMPROVEMENTS: A one story, office/warehouse structure. The unit was built in 1960 and contains 7,800 sf. It is a metal building and located near the subject.

ZONING: C-3

PRESENT USE: Retail

HIGHEST AND BEST USE: Commercial

INSPECTION DATE: 9/2014

COMMENTS: This sale indicates $19.87/sf.

SALE 2

ADDRESS: 309 S. 10th Street (Old Davis Bldg), Opelika, Alabama

GRANTOR 2134/9

GRANTEE: Marsh Real Estate

DEED BOOK: 2194/541

DATE: 7/2013

SALES PRICE: $375,000

CONFIRMED BY: Seller

LAND AREA: 3 acres

IMPROVEMENTS: This is a one story, office warehouse with 50,000 square feet. The unit was built in 1960 and is in average condition.

ZONING: M-1

PRESENT USE: Office/Warehouse

HIGHEST AND BEST USE: Same

INSPECTION DATE: 9/2014

COMMENTS: Sale indicates $7.50/sf.

SALE 3

ADDRESS: 216 South 8th Street, Opelika, Alabama

GRANTOR Branch Banking and Trust **GRANTEE**: CJCF

DEED BOOK: 2409/27 **DATE**: 2/2013

SALES PRICE: $125,000 **CONFIRMED BY**: Purchaser

LAND AREA: .3 acre

IMPROVEMENTS: This is a one story, office/warehouse with 10,428 square feet. It is of brick construction and built in 1955.

ZONING: Industrial **PRESENT USE**: Office

HIGHEST AND BEST USE: Same **INSPECTION DATE**: 9/2014

COMMENTS: This sale indicates $11.99/sf

SUMMARY

Summary Adjustment Grid		Sale 1	Sale 2	Sale 3
Sales Price		$155,000	$375,000	$125,000
Size in Sq. Ft.		7800	50000	10428
Price per SQ. Ft.		$19.87	$7.50	$11.99
Sales Price per SF		$19.87	$7.50	$11.99
ADJUSTMENTS				
Transactional Adj.				
	Property Rights	0.0%	0.0%	0.0%
Sub Total		$19.87	$7.50	$11.99
	Financing Terms	0.0%	0.0%	0.0%
Sub Total		$19.87	$7.50	$11.99
	Conditions of Sale	0.0%	0.0%	0.0%
Sub Total		$19.87	$7.50	$11.99
	Expenditures	0.0%	0.0%	0.0%
Sub Total		$19.87	$7.50	$11.99
	Market Conditions	0.0%	0.0%	0.0%
Sub Total		**$19.87**	**$7.50**	**$11.99**
Sub Total Adjustments		0.0%	0.0%	0.0%
Property Adjustments				
	Location	0.0%	0.0%	0.0%
	Physical	-25.0%	40.0%	-10.0%
	Economic	0.0%	0.0%	0.0%
	Use	0.0%	0.0%	0.0%
	Condition	0.0%	0.0%	25.0%
Sub Total Adjustments		-25.00%	40.00%	15.00%
Total Net Adjustments		**-25.00%**	**40.00%**	**15.00%**
Adjusted Price Per Sq. Ft.		**$14.90**	**$10.50**	**$13.79**

The sales used in this analysis are considered the best and only sales data of similar properties. Based on current market conditions, an adjustment is made to all sales for size. Sale #3 is adjusted for inferior condition. These sales are typical for office/warehouse type structures of similar design and quality.

All three sales are located in the Opelika real estate market. The adjusted range is **$10.50 to $14.90/sf**. The subject property should fall within this narrow range. Based on the subject's office quality, design, condition, and location, a price of **$14.00/sf** would be supported.

SUBJECT: 17,819 SF X $14.00/SF = $249,466 rounded to

DIRECT SALES COMPARISON APPROACH

$249,500

FINAL RECONCILIATION

COST APPROACH TO VALUE	**N/A**
DIRECT SALES APPROACH	**$249,500**
INCOME APPROACH TO VALUE	**N/A**

The Cost and Income Approaches to Value are not used in this analysis. The Cost Approach is not used because of the estimate of depreciation and the lack of recent land sales. The Income Approach is not used because no rents could be obtained from similar properties.

The Direct Sales Approach is based on a comparison of properties that have sold. A unit of comparison is developed from their sales price and applied to the subject property. All of the weight in this analysis is given to this approach.

FINAL VALUE ESTIMATE

$249,500

EXHIBIT A

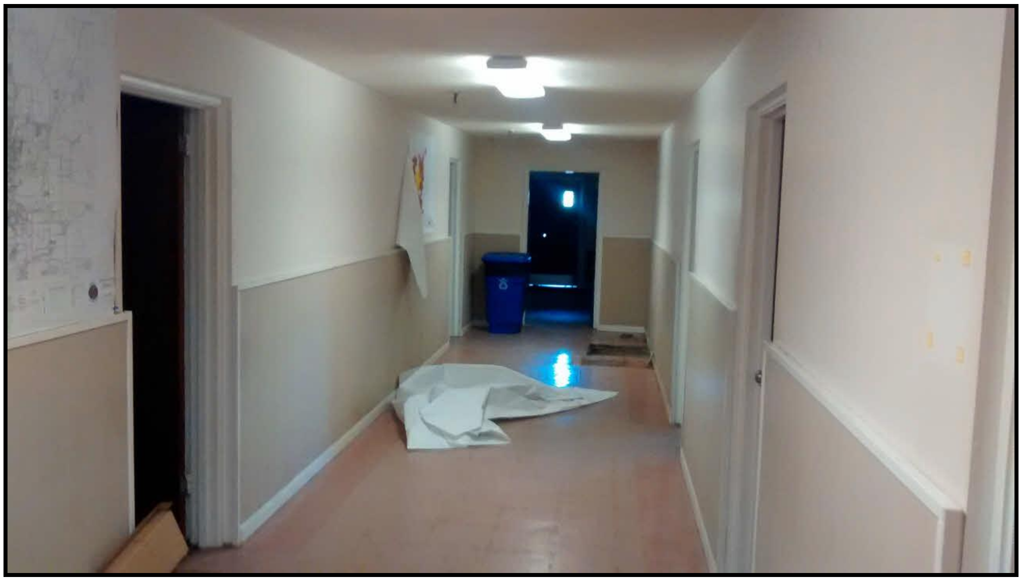
SUBJECT PHOTOGRAPHS

SUBJECT FRONT

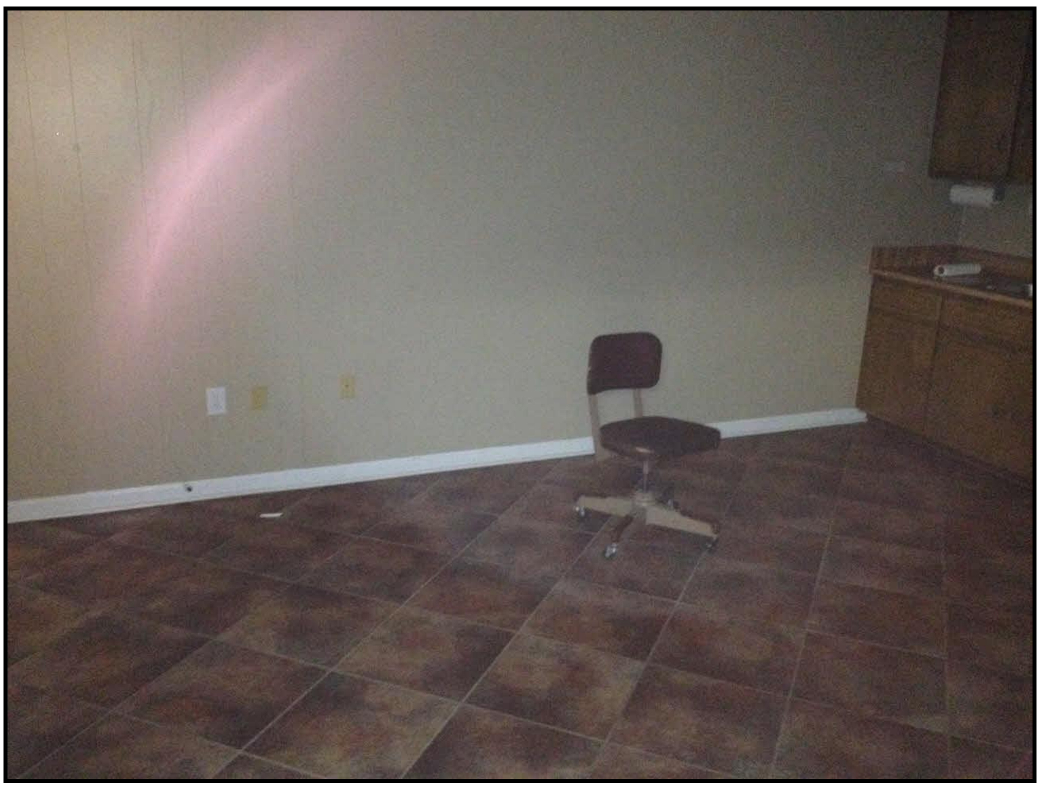
SUBJECT FRONT

SUBJECT STREET

SUBJECT STREET



SUBJECT INTERIOR



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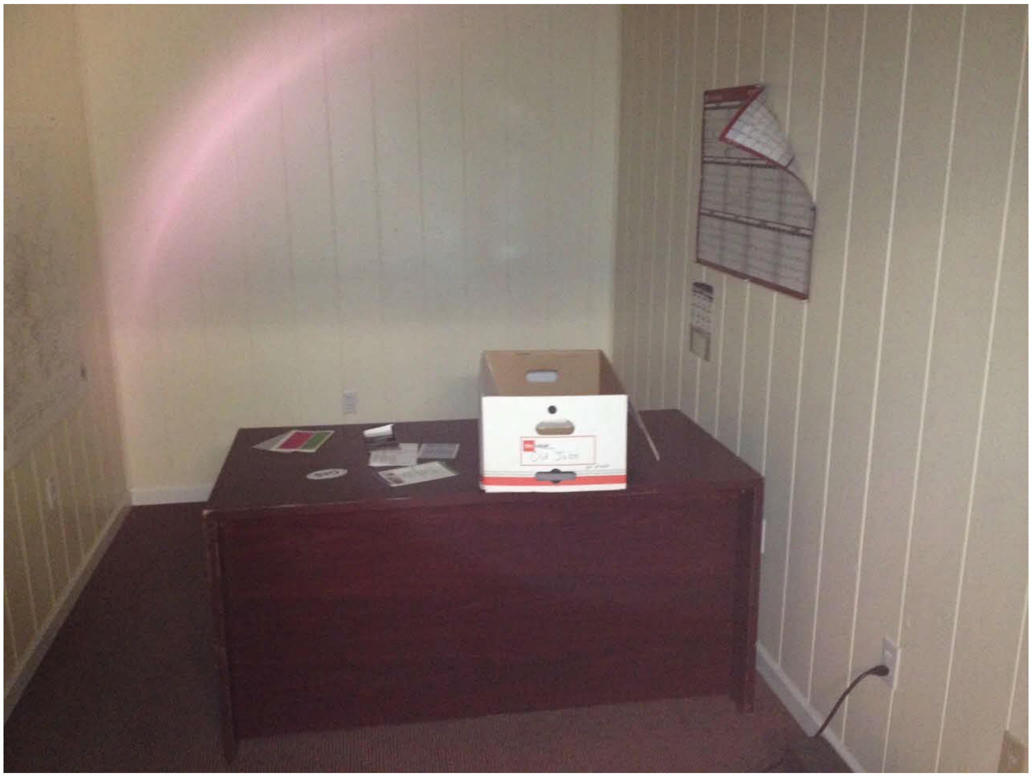
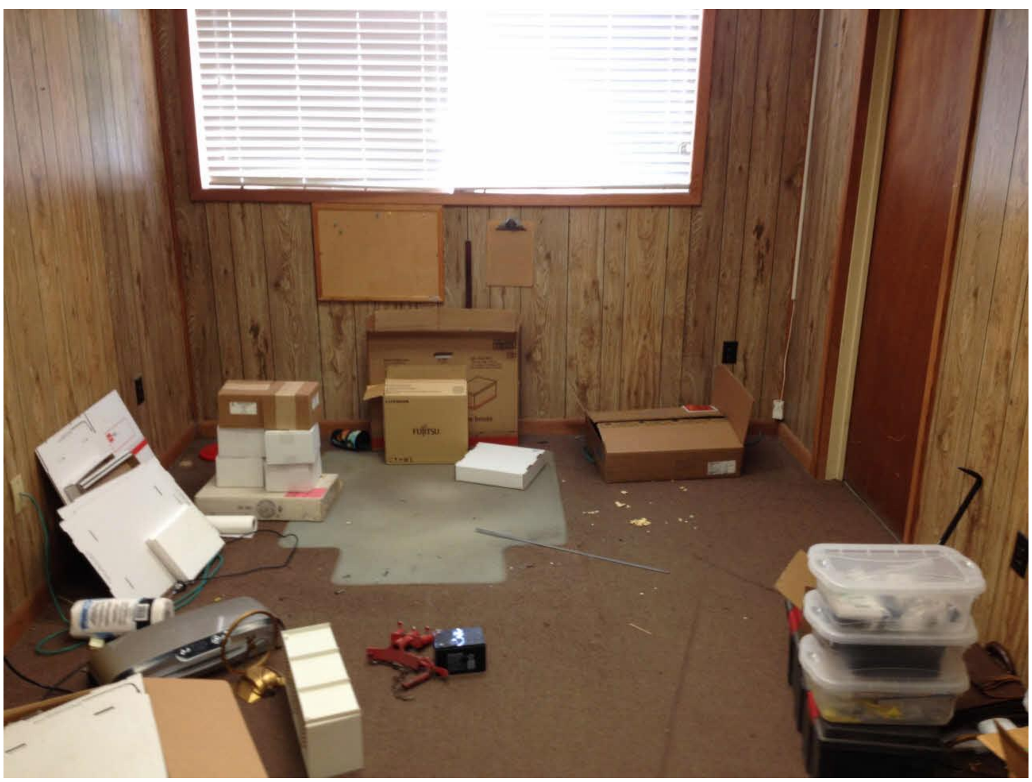


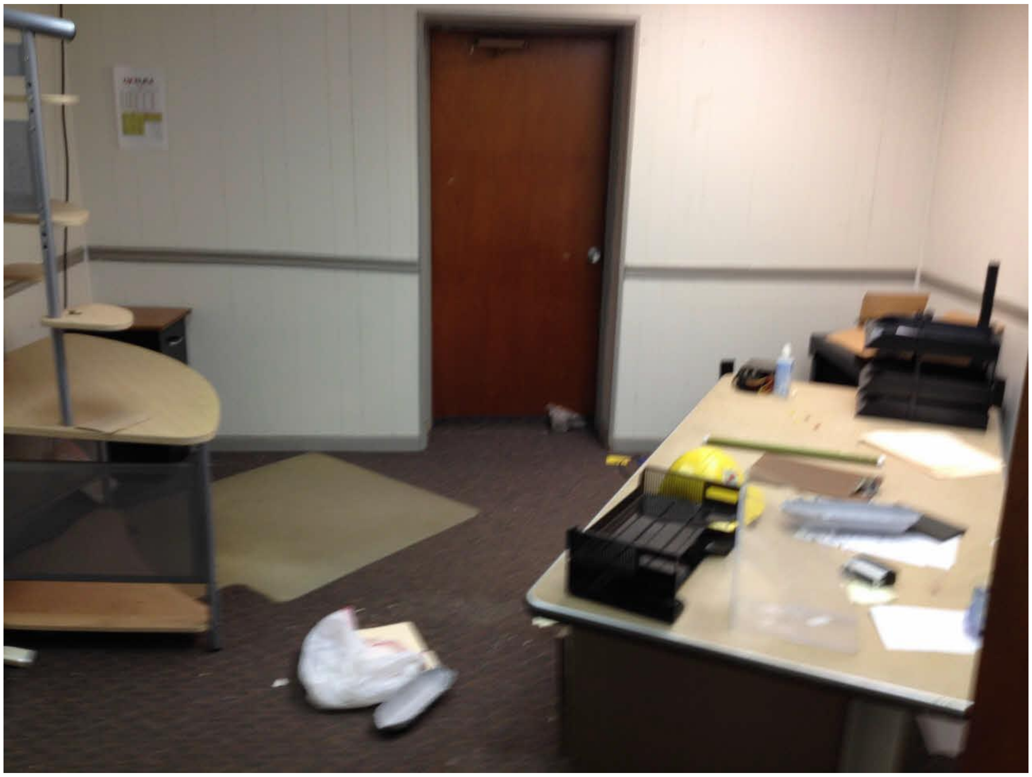
SUBJECT INTERIOR

SUBJECT INTERIOR

SUBEJCT INTERIOR



SUBJECT INTERIOR



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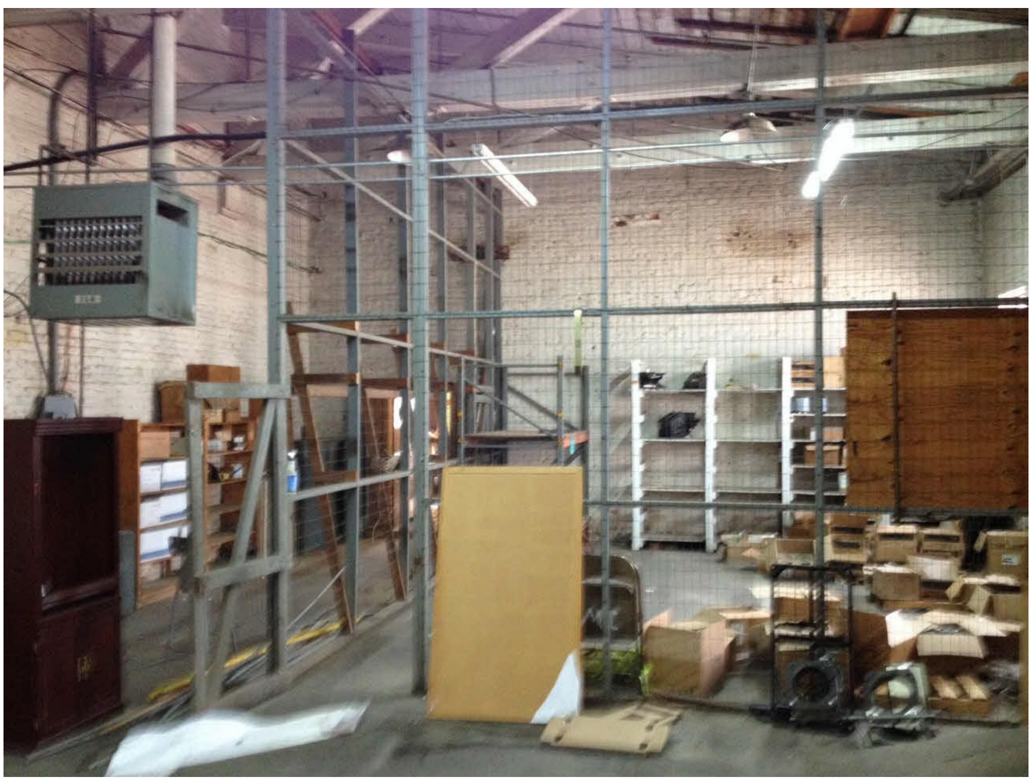

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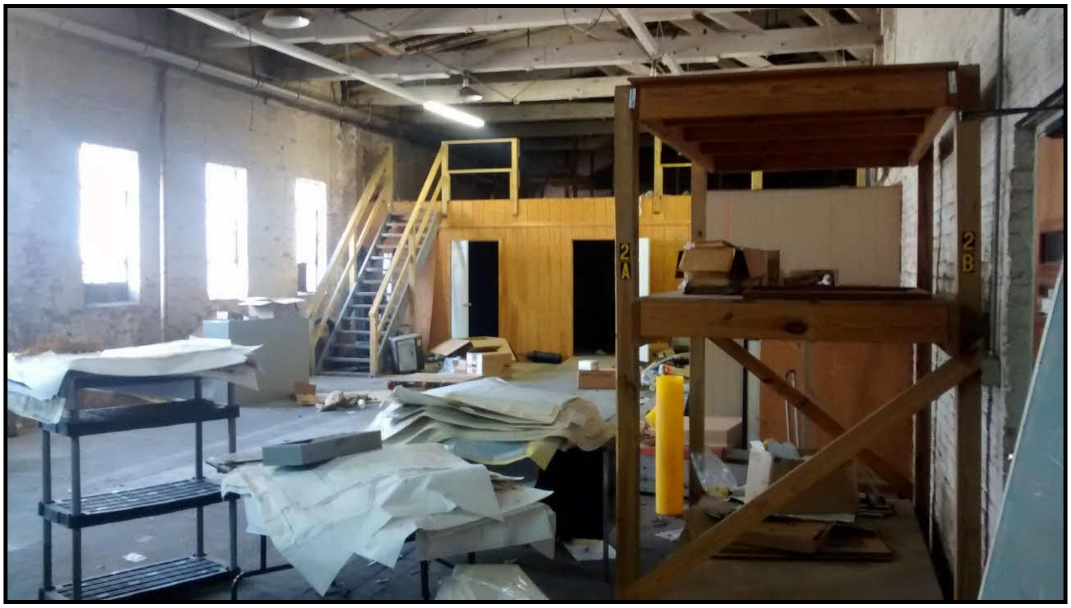
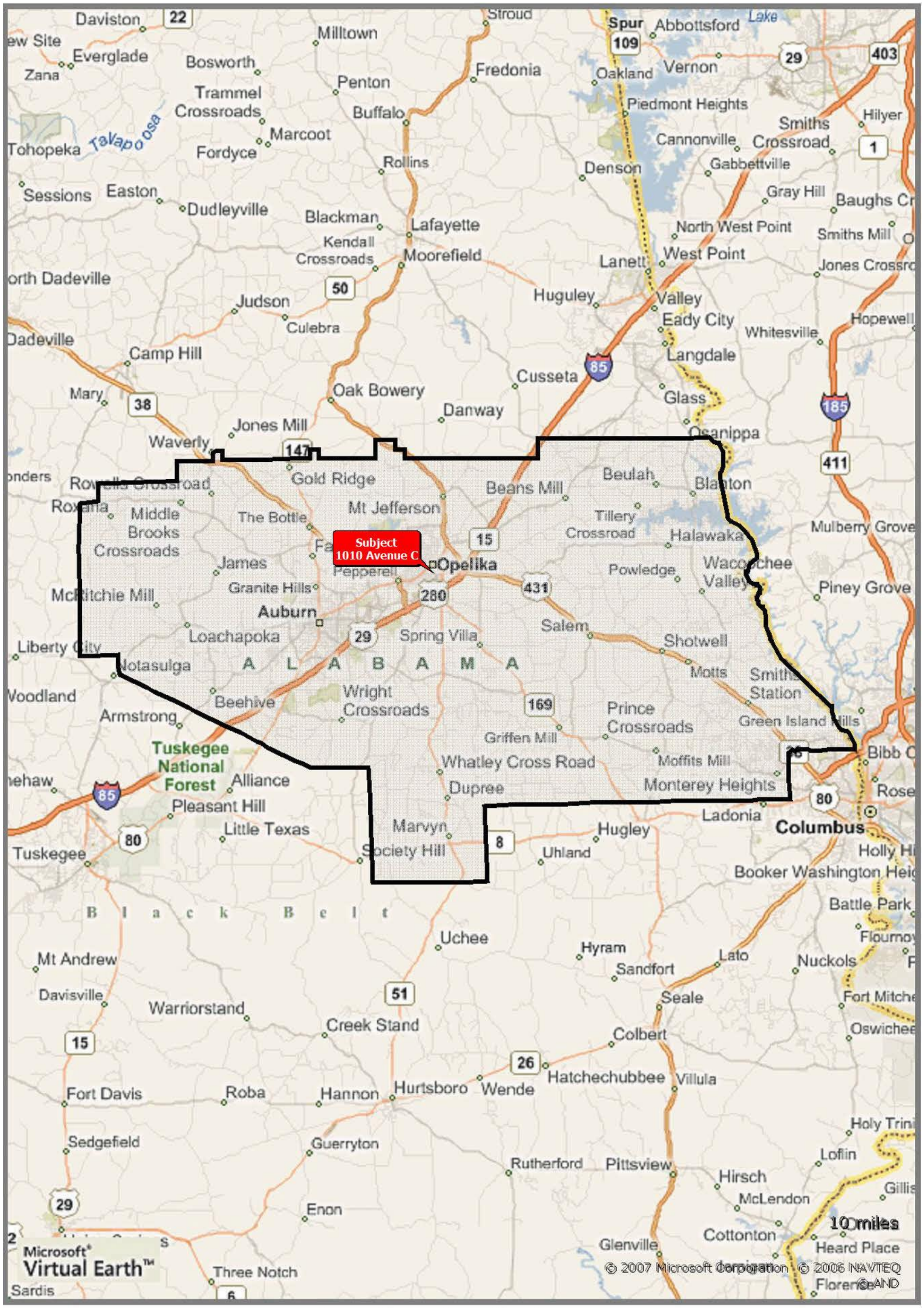


SUBJECT INTERIOR

SUBJECT INTERIOR

EXHIBIT B

AREA MAP



Lee County, Alabama

EXHIBIT C

NEIGHBORHOOD MAP

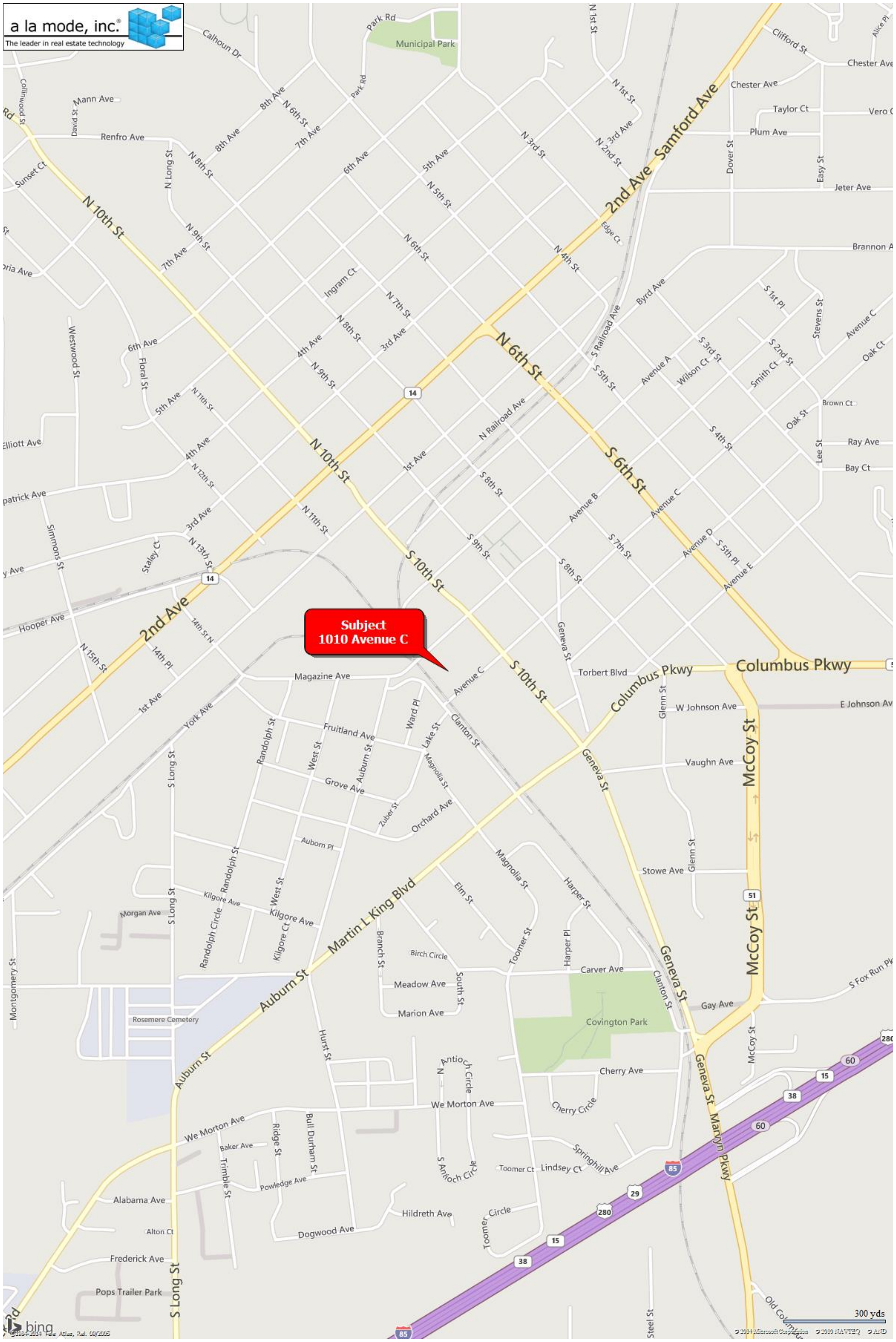
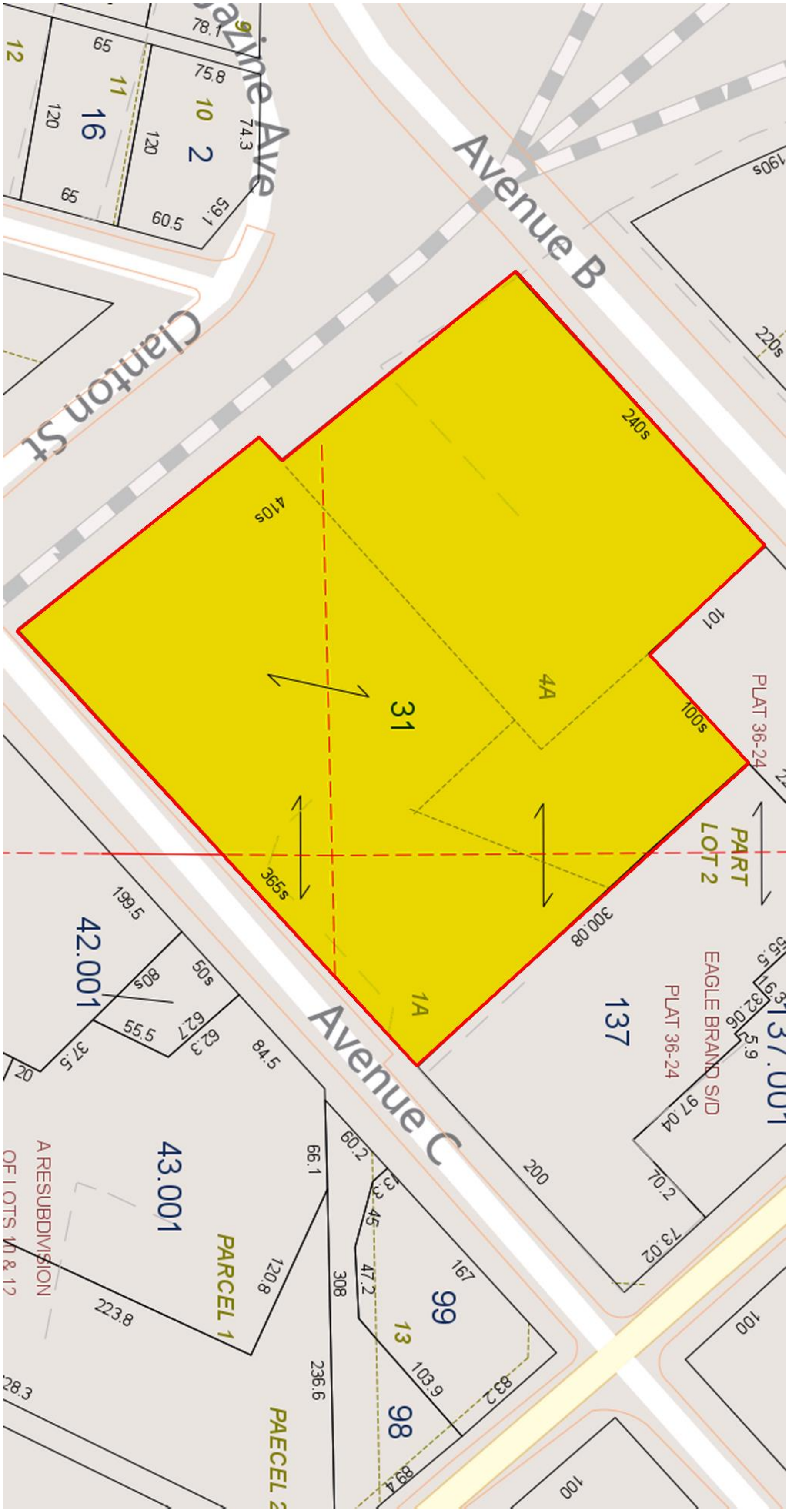

a la mode, inc.
The leader in real estate technology
Subject
1010 Avenue C
N 10th St
2nd Ave
Samford Ave
N 6th St
S 6th St
S 10th St
Columbus Pkwy
McCoy St
Geneva St
Martin L King Blvd
Auburn St
Magazine Ave
Fruitland Ave
Grove Ave
Kilgore Ave
Municipal Park
Covington Park
Rosemere Cemetery
We Morton Ave
Alabama Ave
Frederick Ave
Pops Trailer Park
S Long St
Torbert Blvd
W Johnson Ave
Vaughn Ave
Stowe Ave
Carver Ave
Cherry Ave
Dogwood Ave
Hildreth Ave
300 yds

EXHIBIT D

SITE LOCATION



Richard Moorefield, Inc.

EXHIBIT E

FLOOD MAP

STDBONLINE.com FLOODSOURCE FLOODSCAPE™

PROPERTY ADDRESS:
Lat: 3848072.118787, Lon: -9504467.371285

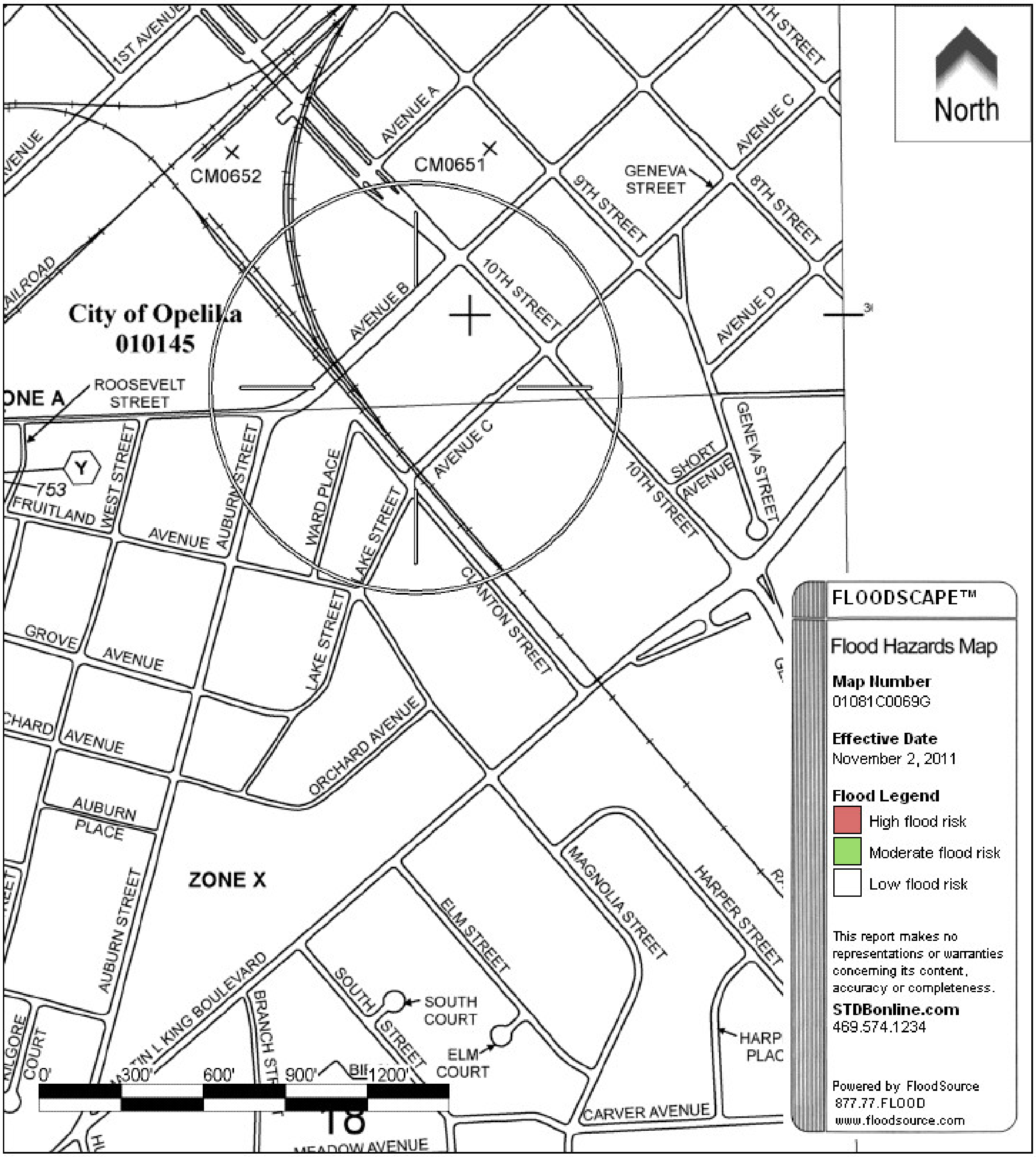
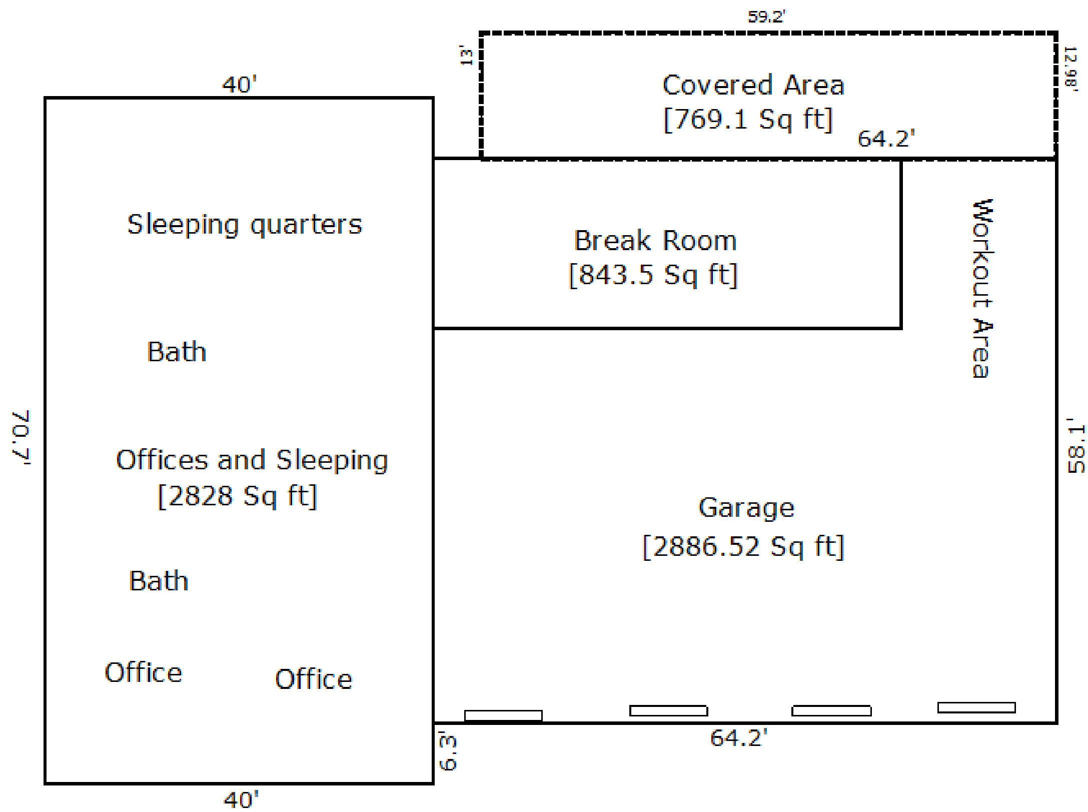


EXHIBIT F

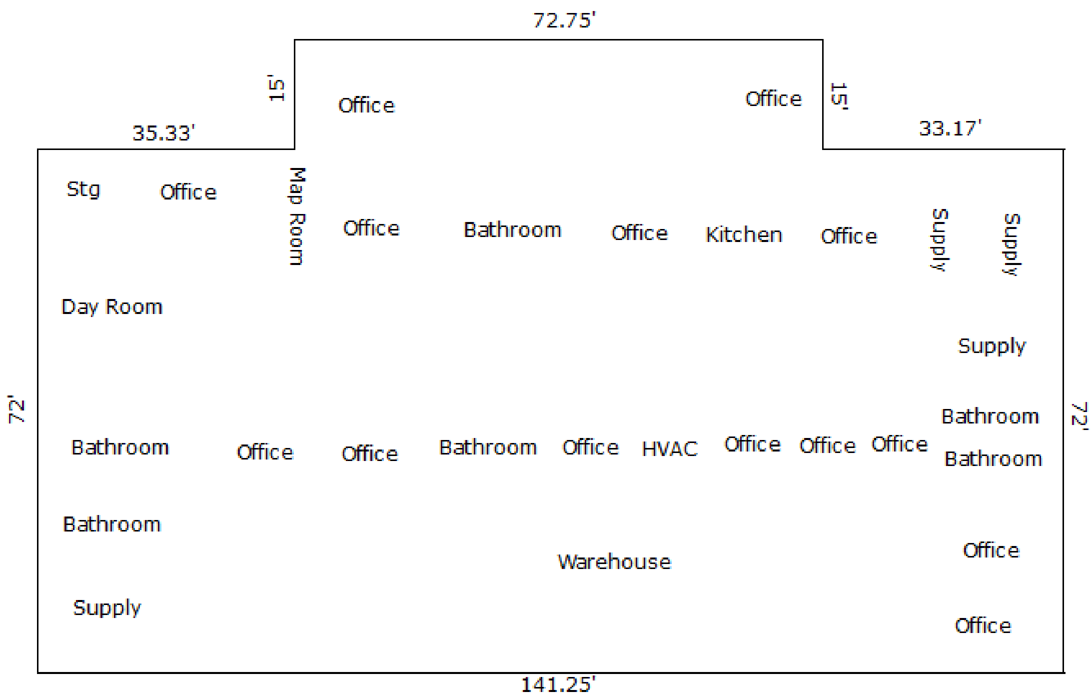
BUILDING SKETCH



TOTAL Sketch by a la mode, Inc.

Area Calculations Summary

Living Area		Calculation Details		
Garage	2886.52 Sq ft	16 × 17.5	=	280
		40.6 × 64.2	=	2606.52
Offices and Sleeping	2828 Sq ft	40 × 70.7	=	2828
Break Room	843.5 Sq ft	17.5 × 48.2	=	843.5
Total Living Area (Rounded):	**6558 Sq ft**			
Non-living Area				
Covered Area	769.1 Sq ft	59.2 × 12.98	=	768.6
		0.5 × 59.2 × 0.02	=	0.5



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details
Utility Building	11261.25 Sq ft	141.25 x 72 = 10170 72.75 x 15 = 1091.25
Total Living Area (Rounded):	**11261 Sq ft**	

EXHIBIT G

COMPARABLE BUILDING SALES LOCATION MAP


a la mode, inc.
The leader in real estate technology
Comparable # 3
216 South 8th Street
0.28 miles NE
Comparable # 2
309 S. 10th Street
0.08 miles NE
Subject
1010 Avenue C
Comparable # 1
405 South 10th Street
0.10 miles E
2nd Ave
Samford Ave
N 6th St
S 6th St
N 10th St
S 10th St
Columbus Pkwy
McCoy St
Geneva St
Martin L King Blvd
Auburn St
Marvyn Pkwy
Municipal Park
Covington Park
Rosemere Cemetery
300 yds

EXHIBIT H

MISCELLANEOUS

State of Alabama

This is to certify that

Richard L. Moorefield

having given satisfactory evidence of the necessary qualifications required by the laws of the State of Alabama is licensed to transact business in Alabama as a

Certified General Real Property Appraiser

With all rights, privileges and obligations appurtenant thereto.

LICENSE NUMBER: **G00335**
EXPIRATION DATE: **09/30/2015**

Executive Director
ALABAMA REAL ESTATE APPRAISERS BOARD

000002101

State of Alabama

This is to certify that

Matt H. Moorefield

having given satisfactory evidence of the necessary qualifications required by the laws of the State of Alabama is licensed to transact business in Alabama as a

Certified General Real Property Appraiser

With all rights, privileges and obligations appurtenant thereto.

LICENSE NUMBER: **G01068**
EXPIRATION DATE: **09/30/2015**

Lisa Brooks Executive Director
ALABAMA REAL ESTATE APPRAISERS BOARD

000003221

NAVIGATORS INSURANCE COMPANY

THIS IS A CLAIMS MADE INSURANCE POLICY.

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN 60 DAYS AFTER THE END OF THE POLICY PERIOD.

PLEASE READ THIS POLICY CAREFULLY.

REAL ESTATE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY DECLARATIONS

POLICY NUMBER: PH13REL117675IV RENEWAL OF: PH12REL117675IV

1. NAMED INSURED: Richard Moorefield, Inc

2. ADDRESS: 2B Bradley Park Court
Columbus, GA 31904

3. POLICY PERIOD: FROM: 10/28/2013 TO: 10/28/2014
12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Number 2 above.

4. LIMITS OF LIABILITY: (Inclusive of claim expenses):
   A. $ 1,000,000 Limit of Liability - Each Claim
   B. $ 1,000,000 Limit of Liability - Policy Aggregate

5. DEDUCTIBLE: (Inclusive of claim expense): $ 2,500 Each Claim

6. PREMIUM: $ 1,452.00

7. RETROACTIVE DATE: 10/28/2010

8. FORMS ATTACHED: NAV REL NIC PF (02 11) NAV REL 300 GA (02 11)
NAV REL 025 (02 11) NAV REL 003 (02 11) NAV REL 008 (02 11)
NAV-ML-002 (11/12)

PROGRAM ADMINISTRATOR:

Herbert H. Landy Insurance Agency Inc.
75 Second Ave Suite 410
Needham, MA 02494-2876

Navigators
Insuring A World In Motion®

ORDINANCE NO. (ID # 2901)

Amend City Code Chapter 28 Sec. 28-141 (F), Wastewater Surcharge Formula - 2nd Reading.

ORDINANCE NO.__________

AN ORDINANCE TO AMEND SUBSECTION 28-141(f)

OF THE *CODE OF ORDINANCES* TO ADJUST SURCHARGES

BE IT ORDAINED by the City Council (the "Council") of the City of Opelika, Alabama (the "City") as follows:

Section 1. **Amendment to Subsection 28-141(f).** That subsection (f) of Section 28-141 of the *Code of Ordinances* of the City of Opelika, Alabama is hereby amended to read as follows:

(f). - *Surcharges.* A surcharge shall be applied to all users of the sewer system whose wastewater discharge has total suspended solids (TSS) and/or biochemical oxygen demand (BOD) in excess of three hundred (300) parts per million (ppm), and/or nitrogenous loading is greater than one hundred (100) parts per million (ppm) NH3-N concentration determined according to the greater of the two (2) following formulas:

Surcharge cost per 1,000 gallons = {(B-300)+(S-300)} x Consumption Rate x 0.16

OR for high nitrogenous oxygen demand sewages:

Surcharge cost per 1,000 gallons = (N-50) x Consumption Rate x 0.045

Where:

B = Average monthly user BOD in ppm, and

S = Average monthly user TSS in ppm

N = Average monthly user ammonia (NH_3-N) concentration in ppm

The surcharge cost will be multiplied by the user's metered water consumption (in one thousand (1,000 gallons). The calculated amount will then be added to the charges computed under the City's normal rate schedule to arrive at the user's total monthly bill.

The discharger shall be responsible for the sampling, testing and reporting the concentration of each discharge to the City's sewer system. Each discharger shall submit a monitoring, testing and quality control plan that meets the City's information needs to ensure accurate measurement of sewer discharges. Discharger shall bear all costs with said sampling, monitoring and testing. The City reserves the right to perform simultaneous testing to verify the accuracy of the dischargers' self-monitoring. The City reserves the right to terminate receipt of material should City testing be materially different from discharger's self-monitoring and self-reporting.

Section 2. **Remaining subsections of Section 28-141 to remain in full force and effect**. The remaining subsections of Section 28-141 shall remain in full force and effect, notwithstanding the amendment of Subsection 28-141(f).

Section 3. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance are repealed.

Section 4. **Severability.** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, said holding shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 5. **Effective Date.** This Ordinance and the sections hereby adopted shall take effect and be enforced immediately upon the adoption and publication as required by law with new surcharges to be applied to monthly customer bills rendered after July 31, 2018.

Section 6. **Publication.** The City Clerk of the City of Opelika is hereby authorized and directed to cause a copy of this Ordinance to be published one (1) time in a newspaper of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the _____day of ____________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

TRANSMITTED TO MAYOR this the _____day of _____________________, 2018.

____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _______________________, 2018.

____

MAYOR

ATTEST:

____

CITY CLERK

ORDINANCE NO. (ID # 2930)

Amend Text of Zoning Ordinance, Section 8.13 Townhouse Development Standards - 1St Reading

ORDINANCE NO. ________

AN ORDINANCE TO AMEND THE TEXT OF THE

ZONING ORDINANCE OF THE CITY OF OPELIKA

SPECIFICALLY TO AMEND SECTION 8.13 THEREOF

BE IT ORDAINED by the City Council (the "City Council") of the City of Opelika, Alabama (the "City") as follows:

Section 1. Amendment. That Section 8.13 of Ordinance 124-91 entitled "Zoning Ordinance of the City of Opelika, Alabama", adopted on September 17, 1991, as amended, is further amended by the deletion of the entire language of said section and substitution of the following, so that hereinafter said Section 8.13 shall read, in its entirety, as follows:

Sec. 8.13 TOWNHOUSE DEVELOPMENT STANDARDS

The regulations as contained in this section shall be applied to developments involving townhouses. A development plan, satisfying all the requirements of this ordinance shall be submitted to, reviewed by, and approved by the Planning Commission. Information required by Section 8.16.

A. Site Plan and Design Criteria, General.

It is the intent of this ordinance that townhouses, in areas where they are or may be permitted.

1. May be appropriately intermingled with other types of housing; and
2. Shall not form, long unbroken lines of row housing, but shall be staggered, singularly or in pairs, not less than three feet (3') or more than twelve feet (12'); and

3. Shall constitute groupings making efficient, economical, comfortable and convenient use of land and open space and serving the public purposes of zoning by means alternative to conventional arrangements of yards and building areas.

4. Shall provide adequate common open space free of buildings, streets, driveways, or parking areas. The common open space shall be so designed and located that it is easily accessible to all occupants of the project and is usable for open space and recreational purposes. Moreover, the Planning Commission may require that an association of owners or tenants be created for the purpose of maintaining such open spaces. It shall be created in such a manner that owners of property shall automatically be members and shall be subject to assessments levied to maintain said open space for the purposes intended for as long as the existence of the development.

B. Site Plan and Design Criteria, Details.

In line with the general considerations above the following criteria shall be met.

1. **Maximum Units.** Not more than twelve (12) contiguous townhouses, nor fewer than two (2) shall be built in a row with approximately the same front line; however in no event shall the number of units exceed the density allowed in the zone where the townhouse unit is to be constructed.

2. **Minimum Width.** The area on which any townhouse unit is to be constructed shall be twenty (20) feet.

3. **Separation Requirements-interior or Project.** No portion of townhouse or accessory structure in or related to one (1) group of contiguous townhouses shall be closer than twenty (20) feet to any portion of a townhouse or accessory structure related to another group.

4. **Yards.** Front, sides and rear yards for the overall development or site shall not be less than those permitted on zoning lots for the district; Each townhouse shall have one (1) abutting yard, which may be in the required front, side or rear yard equal to the width of the townhouse and have an area not less than fifty (50%) percent of the first floor areas of the townhouse, private and reasonable secluded from view or from neighboring property. Such yard shall not be used for any accessory building.

5. **Access Strip.** Each group of contiguous townhomes shall have a five (5) foot access easement adjacent to the private yard that connects to the public or private street providing vehicular access.

6. **Group Parking Facilitie**s.

   a) Insofar as practicable, off-street parking shall be grouped in bays, in the interior of the project areas. No off-street parking space shall be more than one hundred

(100) feet by the most direct pedestrian route, from a door of the dwelling unit it is intended to serve. Two (2) parking spaces shall be provided for each dwelling unit. Parking bays shall be separated from street paving by curb or by curbed island, in either case the curb shall be a minimum of four (4) inches in width; except in driveway turnouts that will be provided between street paving and parking bays. This arrangement shall be constructed to prevent backing out into street from parking area.

b) Townhouse units that front open space, have individual garages/carports or are accessed by a rear alley may utilize alternative parking configurations as approved by the City of Opelika.

7. **Density.** The density of the development shall coincide with the "dwelling units per acre" requirement as specified in Section 7.3A. according to the appropriate zoning district.

8. **Maintenance.** Provision for the maintenance of all common parking, open access and other spaces and areas shall be included in the plat restrictions of the property. Individual utility connections shall be provided to each townhouse dwelling unit.

9. **Fire Lanes.** All townhouse buildings and developments shall comply with all building, fire, and life safety codes adopted by the City of Opelika at the time of permitting for that building and as administered by the building official or fire chief, or their respective representatives. This shall include among other criteria any requirements prescribed for fire lanes, fire-rated construction or building separation.

10. **Design.** Townhouse developments should reflect the character and complement of the surrounding housing.

a) Townhouse developments and buildings shall address the street when placed on local streets or existing residential neighborhoods unless prohibited by the lot configuration, topographic issues or other design issues.

i. This shall include having the front façade of the building face the street.

ii. Any buildings located behind the front row of buildings may have different orientations.

iii. Corner lots are only required to address one street side, although blank or uninterrupted walls are discouraged and should be screened or landscaped when possible.

b) Townhouse developments located on arterial or collector streets may be oriented away from the street.

c) Any fences or walls constructed abutting a public street shall be consistent in material, height and depth along a group of contiguous townhouse units.

C. Design Criteria of Townhouses, Individual Owners.

In districts where townhouse buildings are permitted and townhouses are to be constructed for sale, each on its own lot, to individual owners:

1. **Minimum Requirements**. Townhouse developments shall be subject to the minimum requirements specified in the subdivision regulation; such townhouses shall be constructed in accordance with applicable provisions of all codes of the City with no more than twelve (12) units per building, nor fewer than two (2) in a row with approximately the same front line.
2. **Minimum Width.** The width of the lot on which any single townhouse is to be constructed shall be twenty (20) feet or greater at front lot line.
3. **Minimum Lot Area.** The minimum lot area per townhouse shall be no less than eighteen hundred (1,800) square feet. The minimum areas required shall be exclusive of any paved common parking areas or driveways. The minimum lot area may include any required buffers, individual parking, garages or carports, or rear access alleyways.
4. **Separation Requirements-interior of Projects.** No portion of a townhouse or accessory structure shall be closer than twenty (20) feet to any portion of a townhouse or accessory structure related to another group.
5. **Yards**.
    a. On lots containing townhouse dwellings, fronting on a public way, there shall be a minimum front yard as required in each zone.
    b. A ten (10) feet side yard shall be required at the end of each townhouse building for a total of twenty (20) feet between structures. Each townhouse shall have one abutting yard, which may be within the required front, side or rear yard, equal in width of the townhouse and have an area not less than fifty percent (50%) of the first floor area of the townhouse, private and reasonable secluded from view from streets or from neighboring property. Such yards shall not be used for any accessory buildings.
    c. On corner lots facing or siding on a public street, the side yard minimum shall conform to side yard on street yard minimum requirements, satisfying the zone in which development is located.
6. **Access**. A townhouse development shall front on a public right-of-way. However, individual townhouse lots need not abut public streets. When such lots do not abut public streets, they shall abut private roads, parking lots or access easements.

a. Any private road, parking aisle or access easement used for frontage requirements shall meet the minimum standards as designated in the City of Opelika Code of Ordinances, Chapter 26, Article V, Section 26-168.

b. The City Engineer shall review and approve proposed access specifications to ensure that the proposed road way is adequate to handle the expected usage.

c. The length and extent of private roads, driveways and parking aisles providing access to lots shall be minimized, and public streets shall be provided in larger subdivisions when substantial distances are involved. Individual lots shall be no more than 1,000 feet from a public street as measured along the private access road. The Planning Commission may waive this distance requirements if it is determined that the design will allow a better internal street network or in cases where topography limits connectivity.

d. Any private road, parking aisle or access aisle used for frontage requirements or access shall be maintained in good repair and free of defect or deformations so that passability shall not be impaired.

e. The City Engineer or other authorized representative shall be authorized to inspect private roads that provide a means of ingress or egress and may cause corrective action or abatement as described in City of Opelika Code of Ordinances, Chapter 26, Article V.

Section 2. Repeal of Conflicting Ordinances. Any ordinance or parts thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 4. Publication. The City Clerk is directed to publish a synopsis of this Ordinance in a newspaper of general circulation in the City of Opelika, Lee County, Alabama pursuant to Section 11-45-8(b)(2), Code of Alabama, (1975) as amended.

ADOPTED AND APPROVED this the _____day of ____________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of ____________________, 2018.

____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _________________, 2018.

MAYOR

ATTEST:

CITY CLERK