

RESOLUTION NO. 1085

A RESOLUTION APPROVING THE ETS MERCHANT APPLICATION AND AGREEMENT, ENROLLMENT IN THE VISA UTILITY PROGRAM AND THE ACCEPTANCE OF ALL FEES ASSOCIATED WITH CREDIT CARD TRANSACTIONS

WHEREAS, accepting credit card payments from residents and customers wishing to pay utility bills, animal registration fees, park and recreation fees, fines, cemetery lot payments, vendor fees, building permits and other various payments would make it easier for payments to be made and received; and

WHEREAS, ETS is fully integrated with Tyler Technologies Incode, the financial, payroll and utility billing software used by the City of West Branch; and

WHEREAS, the only equipment required by Incode is a mag stripe reader at a cost of \$85; and

WHEREAS, Incode support is able to assist the West Branch administrative staff to configure our cash collections software to process credit cards through ETS.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves the submission of the ETS Merchant Application and Agreement, enrollment in the Visa Utility Program and the acceptance of all fees associated with credit card transactions.

Passed and approved this 4th day of March, 2013.



Mark Worrell, Councilperson

ATTEST:



Matt Muckler, City Administrator/Clerk



Merchant Application and Agreement

Merchant #: 394750523824 MCC: 4900

MERCHANT NAME (DBA or Trade Name) CITY OF WEST BRANCH CORPORATE/LEGAL NAME (if Different)

LOCATION ADDRESS 110 N POPLAR ST CORPORATE ADDRESS (if Different) 110 N POPLAR ST

CITY WEST BRANCH State IA Zip 52358 CITY WEST BRANCH State IA Zip 52358

Location Phone (319) 643-5888 Location Fax (319) 643-2305 Corporate Phone (319) 643-5888 Corporate Fax (319) 643-2305

CONTACT NAME MATT MUCKLER CONTACT EMAIL ADDRESS MATT@WESTBRANCHIOWA.ORG CONTACT PHONE (319) 643-5888 FEDERAL TAX ID# 42-6005357

DOES THIS LOCATION CURRENTLY TAKE PAYMENT CARDS? [X] No [] Yes (if yes please provide) HAS MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING PAYMENT CARDS FROM ANY PAYMENT NETWORK FOR THIS BUSINESS OR ANY OTHER BUSINESSES? [X] No [] Yes (if yes please explain)

PRINCIPLES Principle #1 Name: First: Middle Init: Last: SSN: % Ownership: Title: Home Address: City: State: Zip: Date of Birth: Home Phone: DL# / State: Email Address:

Principle #2 Name: First: Middle Init: Last: SSN: % Ownership: Title: Home Address: City: State: Zip: Date of Birth: Home Phone: DL# / State: Email Address:

TYPE OF BUSINESS [] Individual/Sole Proprietorship [] Partnership [] Corporation [] LLC State: [] Non-Profit (Must Provide 503-C) [] Private [] Publicly Traded [X] Government [] Board Run/Operated Length of time in business: 138 Years 0 Months Product or Service being offered:

NATURE OF BUSINESS [X] Retail [] Retail w/Tip [] Mail/Phone Order [] Internet [] Restaurant [] Fast Food [] Lodging [] QSR [] Convenience [] Public Sector [] Petroleum [] Utility Seasonal Sales: [] Yes [X] No If so, please indicate high volume months J [] F [] M [] A [] M [] J [] J [] A [] S [] O [] N [] D []

Method of Acceptance: (Totals to equal 100%) Credit Cards Swiped: 90 % MO/TO 5 % Questionnaire (over) Key Entered: 5 % Internet: 0 % (URL:) Annual VMC Volume: \$ 180,000.00 Monthly Payment Card Volume: \$ 15,000.00 Ave. Ticket: \$ 50.00 High Ticket: \$ 2,500.00

Merchant's URL(s): Merchant Name to appear on Statement: [X] DBA Name [] Legal Name Other:

DOES MERCHANT USE AN INDEPENDENT SERVICER THAT STORES, MAINTAINS OR TRANSMITS CARDHOLDER INFORMATION: [] No [X] Yes (if yes, please provide:) NAME: EMONEY VERSION NUMBER: 4.7 DOES MERCHANT USE A FULFILLMENT HOUSE TO FULFILL PRODUCT: [X] No [] Yes (if yes, please provide:) NAME: PHONE NUMBER: HAS MERCHANT OR OWNERS/PRINCIPALS EVER FILED BUSINESS BANKRUPTCY and/or PERSONAL BANKRUPTCY: [X] No [] Yes (if yes, please provide:) Explanation:

BANK ACCOUNT INFORMATION: [] Checking Account [] Savings Account Bank Name: Attach voided check for the operating account where funds are to be deposited Transit # (ABA Routing): Account # (DDA): Contact: Phone #: * By providing the above referenced information, you are authorizing Bank to initiate ACH debit and credit transactions to said account

SCHEDULE A: VISA/MASTERCARD/DISCOVER® DISCOUNT RATES & FEES: CARD FEES: OTHER FEES: Table with columns for card type, fee type, and amount. Includes sections for Interchange, Credit, Debit, and Other fees like Application Fee, Monthly Minimum Fee, etc.

You have the option of accepting MasterCard credit cards, Visa credit cards, credit cards issued by Discover, MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards), or debit cards issued by Discover. You may elect to accept any or all of these card types for payment. If you do not specifically indicate otherwise, your application will be processed to accept ALL MasterCard, Discover, and Visa card types. Elected Visa, Discover, or MC card types NOT to accept:

Site Inspection: Merchant: [X] Owns [] Rents Landlord: Building Type: [] Shopping Cntr. [] Office Building [] Industrial Building [] Residence Area Zoned: [X] Commercial [] Industrial [] Residential Square Footage: [] 0-500 [] 501 - 2500 [] 2501 - 5000 [X] 5001 - 10000+ Based upon your review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business? [] No [X] Yes Comments: * By signing below, inspector is certifying he/she has visited the location and information provided is true & correct Inspector Name: SEAN LYNCH Inspector Date: Signature:

MO/TO QUESTIONNAIRE: COMPLETE THIS SECTION IF PROCESSING LESS THAN 70% CARD PRESENT:

What percentage of sales are to: Businesses Consumer _____ % Individual Consumer _____ %

Method of Marketing: Newspaper/magazine Television/Radio Internet Direct Mail, Brochure and/or Catalog Outbound Telemarketing Sales Other: _____

Percentage of products sold via: Telephone Orders _____ % Mail Fax Orders _____ % Internet Orders _____ % Other: _____ %

Who processes the order? Merchant Fulfillment Center Other _____

Who enters credit card information into the processing system? Merchant Fulfillment Center Consumer Other _____

If credit card payment information taken over the Internet, is payment channel encrypted by SSL or better? No Yes

If Merchant is an e-commerce Merchant, is a Merchant Certificate utilized? No Yes if yes please provide the following:

Merchant Certificate Number _____ Certificate Issuer _____ Exp. Date: _____ Is Certificate Individual Shared

Do you own the product/inventory? No Yes Is the product stored at your business location? No Yes If no, where is it stored? _____

After charge authorization, how long until product ships? _____ days Who ships the product _____

Product shipped by: Merchant Other _____ Delivery receipt requested? Yes No

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask for a copy of your driver's license or other identifying documents.

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE (Capitalized terms not defined in this Acceptance section have the meanings set forth in the Terms and Conditions section)

"By executing this Merchant Application on behalf of the merchant described above ("Merchant"), the undersigned individual(s) represent(s), warrant(s), and acknowledges(s) that: (i) All information contained in this Merchant Application ("Application") is true, correct and complete as of the date of this Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Bank ("BANK") and BANK will rely on the information provided herein in its approval process and in settling the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Bankcard Volume; (iv) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application; (v) BANK will determine all rates, fees and charges and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction. Merchant agrees to pay such approved fees; (vi) The Merchant Agreement will not take effect until Merchant has been approved by BANK and a merchant number has been issued to merchant; and (vii) The undersigned has received, read, understood, the Merchant Agreement, which is incorporated herein by reference thereto, and agrees on behalf of the merchant to be bound by the terms of such Merchant Agreement. The merchant on whose behalf this Application is being submitted acknowledges that if this Application is being submitted to Merrick Bank as the Sponsor Bank, ETS CORPORATION will may also be a party to this Merchant Agreement. In such case, Merchant acknowledges that ETS CORPORATION will rely on the representations and warranties set forth in this Application for Merchant Agreement and unless otherwise specified or prohibited by Association or applicable law, ETS CORPORATION will have all the rights of BANK under this Application and Agreement

MERCHANT:

Principal #1: Mark A. Worrell Date: 03/04/13

Print Name: Mark A. Worrell

Principal #2: _____

Print Name: _____ Date: _____

BANK:

By: _____ Date: _____

Name and Title: _____

ETS CORPORATION:

By: _____ Date: _____

Name and Title: HADI AKKAD - VP

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR (Capitalized terms not defined in this Guaranty section have the meanings set forth below in the Terms and Conditions section)

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to ETS CORPORATION and BANK the prompt payment and full and complete performance of all obligations of the Merchant identified above under the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that ETS CORPORATION or BANK can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) either ETS CORPORATION or BANK agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) ETS CORPORATION or BANK releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either ETS CORPORATION, Merchant, or BANK under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either ETS CORPORATION or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) ETS CORPORATION and BANK each may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable Statute of Limitations; (b) ETS CORPORATION and BANK each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the BANK; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either ETS CORPORATION or the BANK in connection with the enforcement of the Merchant Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If the Merchant is a corporation or limited liability company, this Guaranty must be executed by a principal or affiliate of Merchant.

Principal #1: _____ Principal #2: _____

Print Name: _____ Date: _____ Print Name: _____ Date: _____

BANK DISCLOSURE

Member Bank Information: Merrick Bank, 135 Crossways Park Dr North, Suite A100 Woodbury, NY 11797 • Phone (800) 267-2256

Important Bank Responsibilities:

- 1. Merrick Bank is the only entity approved to extend acceptance of Visa products directly to a Merchant.
- 2. Merrick Bank is responsible for educating Merchants on pertinent Visa operating regulations with which Merchants must comply.
- 3. Merrick Bank, not ETS CORPORATION must hold, administer and control all reserve funds derived from settlement.
- 4. Merrick Bank, not ETS CORPORATION, must hold, administer and control settlement funds for the Merchant.
- 5. Merrick Bank must be a principal (signer) to the Merchant Agreement

Merchant Information: Refer to Merchant Application

Important Merchant Responsibilities:

- 1. Complying with cardholder data security and storage requirements
- 2. Maintaining fraud and chargebacks below established thresholds.
- 3. Reviewing and understanding the Merchant Agreement.
- 4. Complying with Visa's operating regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member - Merrick Bank - is the ultimate authority should the Merchant have any problems.

Principal #1: X

Principal #2: X

Print Name: _____ Date: _____

Print Name: _____ Date: _____