

## AGENDA

CITY OF CANEY  
100 W. 4<sup>TH</sup> AVE

### REGULAR COUNCIL MEETING

**ENTER THROUGH DOORS ON EAST END (MAIN STREET SIDE) OF BUILDING**

DATE: December 15, 2025

TIME: 6:30 P.M.

**A. CALL TO ORDER**

MAYOR ELLIOTT

**B. ROLL CALL**

CITY CLERK

Joshua Elliott	Mayor
Jeff Culver	Council, Ward 1
Mike Holeman	Council, Ward 1
Kenith Butts	Council, Ward 2
Lori Patterson	Council, Ward 3
Elizabeth Burch	Council, Ward 3
Becky Dye	Council, Ward 4
Travis White	Council, Ward 4

**C. PLEDGE OF ALLEGIANCE AND INVOCATION**

**D. CITIZEN PRESENTATION/COMMENTS**

The City Council is always pleased to have citizens attend its meetings and welcomes comments during the Citizens/Visitor comments section of the meeting; however pursuant to the Kansas Open Meetings Act, Council cannot deliberate or vote on issues not posted on the agenda. If it is not posted, no deliberation between Council members may occur; Council may only respond with specific information or recite existing policy. If you wish to address the Council, speakers must fill out a "Request for Communication with City Council" at City Hall and have it turned in by noon the day of the City Council meeting. Comments will be limited to three (3) minutes per speaker and six (6) minutes for those with a translator.

**E. REMOVAL OF ITEM(S) FROM THE CONSENT AGENDA**

**F. CONSIDER APPROVAL OF CONSENT AGENDA ITEM(S)**

Consent items are deemed to need little Council deliberation or have already been deliberated at a previous meeting and will be acted upon as one business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion.

F.1 Approval of the Minutes for the December 1, 2025 Meeting.

F.2. Approval of the Minutes for the December 2, 2025 Meeting.

F.3. Approval of Expenses (December 2<sup>nd</sup> through December 15<sup>th</sup>, 2025):

City Hall credit card	\$10,046.21
Public Works credit card	\$9,161.56
Waste Connections	\$42,630.85
DNA Contracting/SCKEDD (CDBG Cash Request #3)	\$27,289.00
Brenntag	\$12,072.22
BCBS	\$8,511.30
KPERS	\$6,508.78

F.4. Approval of Personnel Expenses:

Approval of Payroll (December 4<sup>th</sup>, 2025) \$49,378.53

**MOTION:** **SECOND:**

**G. OLD BUSINESS**

**H. NEW BUSINESS**

H.1. Receive and approve the results from the Caney Fire Department elections held on December 1, 2025.

**MOTION:** **SECOND:**

H.2. Discuss and consider amending the Planning & Zoning Board composition and authorize the necessary signatures on Ordinance 2025-27.

**MOTION:** **SECOND:**

H.3. Discuss and consider City's Holiday schedule for 2026 and authorize the necessary signatures on Ordinance 2025-28.

**MOTION:** **SECOND:**

H.4. Discuss and consider approving the application for Paynada as the vendor for the City's credit card processing and authorize the necessary signatures to execute the contract.

**MOTION:** **SECOND:**

H.5. Approve Cereal Malt Beverage licenses for local providers and authorize license issuance.

**MOTION:** **SECOND:**

**I. DEPARTMENT REPORTS**

**Mayor – Josh Elliott:**

**Police Chief – Ike Dye:**

**City Administrator – Andrea Sibley:**

**City Clerk – Adam Lanter:**

**Deputy City Clerk – Tyler Goza:**

**Utility Clerk – Jalissa Jones:**

**J. COUNCIL COMMENT**

**Council Member – Burch:**

**Council Member – Patterson:**

**Council Member – Butts:**

**Council Member – Culver:**

**Council Member – Holeman:**  
**Council Member – Dye:**  
**Council Member – White:**

**K. INFORMATION ITEMS**

**L. ADJOURNMENT**

**MOTION:** **SECOND:**

**CITY OF CANEY**  
**CITY COUNCIL**  
**REGULAR MEETING MINUTES**  
December 1, 2025

**A. CALL TO ORDER**

Mayor Elliott called the regular City Council meeting to order at 6:30 pm Monday, December 1, 2025 in the Council Chambers at City Hall located at 100 W 4<sup>th</sup> Street.

**B. ROLL CALL**

Present:	Josh Elliot	Mayor
	Jeff Culver	Council, Ward 1
	Mike Holman	Council, Ward 1
	Kenith Butts	Council, Ward 2
	Lori Patterson	Council, Ward 3
	Elizabeth Burch	Council, Ward 3
	Becky Dye	Council, Ward 4

Staff:	Andrea Sibley	City Administrator
	Ike Dye	Police Chief
	Adam Lanter	City Clerk
	Tyler Goza	Deputy City Clerk
	Jalissa Jones	Utilities Clerk
	Nigel Flenar	Code Enforcement Officer

**C. PLEDGE OF ALLEGIANCE AND INVOCATION**

Attendees recited the pledge of allegiance and Mayor Elliott led the invocation.

**D. CITIZEN PRESENTATION/VISITOR COMMENTS**

Resident Justin Lyons addressed the Governing Body about the lack of a fence ordinance. Mr. Lyons stated that he replaced the fence at his property with an updated fence. He stated that Code Enforcement Officer, Nigel Flenar, stopped by and spoke to his wife about having a permit for the fence. He stated that he was unaware that one was needed but found that it was. He went on to state that Caney's fence permit and guidelines were hard to find and understand when compared to Independence and Coffeyville, where the process is laid out more thoroughly. He stated that his wife ended up finding it and when he came up to City Hall to

submit it, he spoke with the Utility Clerk. He stated that he paid for the permit on the spot and that he was under the impression that she had approved the permit. A few days later an Officer Simmons stopped by and spoke to them about the fence. He went on to state that when the fence got put up, it was the best opportunity for the project, as the weather had now turned. He stated that the City's code is confusing to maneuver. He stated that when he had issues maneuvering the City's code, he attempted to follow state and other municipality guidelines. He asked how long until he heard whether the permit was approved or not. Mayor Elliott stated that if it is approved and the construction follows the code as determined by the Planning and Zoning Board, approval would be swift. If it was rejected, he would be made aware of that and the reasoning for why.

## **E. REMOVAL OF ITEMS FROM THE CONSENT AGENDA**

There were no items removed from the consent agenda.

## **F. CONSIDER APPROVAL OF CONSENT AGENDA**

### **F.1 CONSIDER APPROVAL OF THE MINUTES FROM THE NOVEMBER 17, 2025, MEETING.**

### **F.2. CONSIDER APPROVAL OF PERSONNEL EXPENSES:**

November 20, 2025	\$46,692.80
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**A MOTION WAS MADE BY COUNCIL MEMBER PATTERSON, SECONDED BY COUNCIL MEMBER HOLMAN, TO APPROVE ITEM F.1. AND F.2. AS PRESENTED.**

**MOTION CARRIES 6-0.**

## **G. OLD BUSINESS**

### **G.1. DISCUSS AND CONSIDER THE DEMOLITION OF THE STRUCTURE AT 203 N STATE.**

Staff stated that this item had initially been brought before Council at the November 3, 2025 regular City Council meeting and they had requested that it be brought back on the December 1, 2025, meeting. Staff stated that they had brought multiple options to the Council regarding the property at this time. Staff stated that option was accepting the estimate from G&G Dozer in an amount not to exceed twelve thousand dollars (\$12,000)

and execute resolution 2025-21. Staff went on to state that option 2 was that the property fell within the extended target area for the CDBG Housing Revitalization grant and that the demolition could be completed by the grant. In order to extend the target area, the City will have to pay an additional six hundred and fifty dollars (\$650) to one thousand two hundred and fifty dollar (\$1,250) for this expansion. However, whether the property's demolition was included in the CDBG grant or not, the City would be facing those costs due to the applications that had been received back. It was reiterated that should the property be included in the CDBG grant, it would not be able to be built upon for a period of five (5) years, and the City would not be able to turn around and sell the property either should it be donated to the landbank during that time. Mayor Elliott stated that the City had received twelve thousand dollars (\$12,000) for the sale of the old nursing home in town and that those funds could be used to cover the G&G Dozer estimate and then the City would have the option to attempt to sell the land to recoup some of the cost for demolition. He went on to state that he does not love the idea of using the CDBG grant for this because it would lock down the property for five (5) years. City staff clarified that the City would not own the lot after the demolition, it would still be the private citizen's lot, the dangerous structure would just be removed. If they came in and paid their property taxes on it and built a new house on it, they could. Council Member Patterson requested clarification on whether there would still be a lien on the property if the City accepted the estimate. Staff clarified that there would be, however, the property was due to be placed in a tax sale, likely in August 2026, and any liens or fines against the property would be wiped out. Council Member Patterson requested additional information on what would happen if they attempted this under the state's abandoned property statutes. Staff stated that a nonprofit would have to file a petition and provide proper advanced notice to the owners. It was reiterated that despite multiple efforts to contact the property owners, no success had been had to that effect. Council Member Patterson asked if the City pursued the property through the Abandoned Property Act, if it could the City could then take possession of the property. Staff were unsure, but it was clarified that the property fit the bill described by the Abandoned Property Act. Staff did clarify that the Abandoned Property Act would allow the City to take possession of the property, although not immediately there was a process laid in the act that allowed for it. Staff did note that taking possession of the property through the act would have to follow a specific procedure. Council Member Burch requested clarification if the City could file the petition or if it had to be a non-profit. Staff clarified that the filer should be a non-profit, housing developer, or community development group and that the Betterment Group could qualify. Council Member Patterson asked what fees would be involved in that process. Council Member Dye stated that the only court fee associated would be the fee for filing the petition which was one hundred and ninety-five dollars (\$195). Staff offered to seek additional information on the Abandoned Property Act and Mayor Elliott requested that the item be brought back to Council in the last meeting in February.

**A MOTION WAS MADE BY COUNCIL MEMBER CULVER, SECONDED BY COUNCIL MEMBER BURCH TO TABLE THE ITEM UNTIL THE SECOND MEETING IN FEBRUARY.**

**MOTION CARRIES 6-0.**

**H. NEW BUSINESS**

**H.1. RECEIVE AN UPDATE ON SRF FUNDING FOR THE CITY OF COFFEYVILLE SUPPLY LINE.**

Midwest Engineering Representative, Ben Coltrane, presented to Council on this item. Mr. Coltrane stated that he has been in touch with City staff. He stated that the Kansas Department of Health and Environment (“KDHE”) had extended an offer of SRF loans to the City for the Coffeyville supply line project. The offer includes two million five hundred thousand dollars (\$2,500,000) in loan forgiveness. In addition to this, CDBG provided an additional one million dollars (\$1,000,000) towards this project. He stated that he is now getting calls inquiring where the City is at with the project since these awards were awarded a year ago. Mr. Coltrane stated that he has three options for the SRF loan for the City. He stated that option 1 is set up as interim financing for the project. This would allow for the project to get started and finish the project. He noted that payments would start one (1) year after the construction was completed and the engineers had signed off on completion. He noted that the component causing the most issues for City staff was that this was written as a twenty (20) year note. He noted that since this was a water project it was possible to have it written as a thirty (30) or forty (40) year note, the terms of the note were malleable. Mr. Coltrane summarized these options with what annual payments would like versus the life of the loan with interest. He stated that the twenty (20) year note had an interest rate of 3.14% and the forty (40) year changes to a 4.19%. That one (1) percent changes the total payments by about three million dollars (\$3,000,000) from six million dollars (\$6,000,000) to nine million dollars (\$9,000,000) for a loan amount of four million three hundred thousand dollars (\$4,300,000). Mr. Coltrane stated that the comfort level from staff that the City could afford for an annual payment was between one hundred and sixty thousand (\$160,000) to one hundred and eighty thousand (\$180,000). He stated that the amounts on the amortization schedule are not in that range but since payments do not begin until one (1) year after the construction is completed, four (4) or five (5) years from now, with the amortization schedule having an additional option to delay payments further with a set principal, there is time to seek additional funding. He recommended between now and then, approaching the USDA to refinance the loan with them due to their lower interest rates. He believed that the City had a very good chance of this as the environmental is complete and the only step left in that process would be approaching the USDA for

approval. Another option that he presented was for staff to seek additional funding between now and loan payments starting to cut down on the cost of the loan. Staff stated that they are still awaiting word on appropriations from the federal government to the amount of five million five hundred thousand dollars (\$5,500,000). He urged caution to not get so much funding that the project cost drops below two million five hundred thousand dollars (\$2,500,000) because the City would then forfeit the loan forgiveness amount of two million five hundred thousand dollars (\$2,500,000). Mr. Coltrane stated that he was available for the next four to five years to assist on these options. Staff stated that they have been in contact with federal representatives on the status of appropriations. They learned that three (3) of twelve (12) appropriations bills had been passed by the federal government since the shutdown. Unfortunately, Caney's appropriations request is in one of the nine bills that had not been passed yet. They went on to state that this is not a good thing nor is it a bad thing. Additionally, they stated that the City should hear the results on the Kansas Water Office grant in early February. Staff stated that additionally, The Administrator, Clerk, and Police Chief met with a representative from the Department of Housing and Urban Development in Kansas that was very supportive of the City's project and offered to have her staff assist the City with loan and grant applications. Staff continued to state that they continue to apply to every applicable grant. Staff gave kudos to the Police Department for utilizing all available resources to apply for strategic grants and bring additional dollars into the community. Mr. Coltrane stated that his contacts at the Kansas Water Office that weigh in on the decision for funding allocations, and they all agree that this is a worthwhile project and have stated that they will share their support for the project when the time comes. City staff stated that they are making contacts with high level officials that will help the City obtain funding in the future. Council Member Patterson asked what the timeline on the project was if it was approved. Staff stated that it would be quick and that it was time to move on it, so the City does not lose out on the forgiveness. Mr. Coltrane stated that if it were approved tonight there would be a few items that needed to be executed quickly so that drawdowns could begin this year. Staff reiterated that at the end of the day it is the Governing Body's decision but that further delays could cause the price to continue to balloon and current funding options could change. Council Member Patterson asked which of the options could the budget support. Staff stated that in 2029 when payments commence the budget should be able to support Option one (1), the twenty (20) year option. Mr. Coltrane stated that if the City pursues the USDA option two (2) is moot. Council Member Burch stated that she did not like the interest or total from option three (3), the forty (40) year option. Mayor Elliott and Council Member Culver stated that at the end of the day either we are doing it or we are not, but that it was time to decide. Mayor Elliott stated that it will be a mission for everyone and that it will take the full Council and staff to search for grants. Council Member Patterson asked if it could be voted on tonight with the verbiage on the agenda being what it was. Mayor Elliott asked if it could be pushed to the next council meeting. Mr. Coltrane stated that it would not be

frowned upon but would delay drawdowns potentially into 2026. It was determined that a special meeting would be held the following evening at 6:30pm in the regular meeting location. Mr. Coltrane stated the loan agreement will need to be approved, the ordinance will need to be approved, and a legal opinion from the City Attorney.

**H.2. Receive and discuss the third quarter treasury report.**

Staff stated that they are aware of a negative in the report and reiterated that the only thing that puts the City in a cash violation is if the ending balance is negative. Not a negative in the quarter. Mayor Elliott inquired whether this was the last quarter with the grocery store. Staff stated it was not as the transition period extended into the fourth quarter.

**A MOTION WAS MADE BY COUNCIL MEMEBR PATTERSON, SECONDED BY COUNCIL MEMBER DYE TO APPROVE THE THIRD QUARTER TREASURY REPORT.**

**MOTION CARRIES 6-0.**

**H.3 DISCUSS AND CONSIDER THE CHRISTMAS PARADE ROUTE AND AUTHORIZE THE STREET CLOSURES FOR THE EVENT.**

Mayor Elliott asked if it was the same route as previous years. Staff clarified that that was correct and that the route would be from Wood St to High St along Fourth Avenue. The shutdown would start around 5:30 and the street would be reopened after the parade concluded.

**A MOTION WAS MADE BY COUNCIL MEMBER CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE THE CLOSURE OF FOURTH AVE FROM WOOD ST TO HIGH ST ON DECEMBER 4<sup>TH</sup>, FROM 5:30PM UNTIL THE PARADE CONCLUDED.**

**H.4. DISCUSS AND CONSIDER THE PURCHASE OF NEW POLICE VEHICLES IN 2026 USING CAPITAL OUTLAY FUNDS.**

Staff stated that the staff had begun soliciting bids for this project about a month back. To date, four responses had been received for consideration but that not all of them were able to thoroughly address the needs laid out in the solicitation documents. Staff stressed that this purchase has been budgeted in the capital outlay and is being made within the bounds of the Police Departments 2026 budget and that additional funds were not being requested. Staff stated that the order is in the preferred order and that the documents in front of them

contain all of the information that was received from each vendor. The preferred vendor for this project for staff is Community Leasing Partners in Junction City. Staff stated that they had the best interest rates and were a one stop shop. This vendor would place the order to the manufacturer on behalf of the City and also has an upfitting facility where the vehicles would be upfitted after they arrive at their location. From there they would ship the completed vehicles to the City. and would then ship the vehicles to the Police Department. The next vendor, Landmark Dodge, was comparable. Billing would be annual. The interest rate for Landmark Dodge was 5.44% for the five (5) year lease. The next vendor had a lower down payment, but higher interest rate and the vehicles were vehicles present on their lot, so they would not match. Options three (3) and four (4) were returned late but included and they were not as detailed. Staff continued to state that Community Leasing and Victory were the most recommended. Community Leasing Partners were the most detailed and the upfitter broke down the costs for each vehicle. Breaking down the purchase, there would be four (4) Dodge Durangos for patrol and then a K9 Durango. The K9 Durango will be the most expensive but the upfitting includes door pops and everything for the dog's safety. The quote for it breaks down every piece of equipment going into the vehicles. The maintenance budget on the five (5) vehicles being replaced has exceeded their maintenance budgets consecutively since the Police Chief started. Staff stated that they would prefer to be paying on these new vehicles that they know are reliable rather than spending the same amount of money just to keep the vehicles they have on the road. Council Member Patterson asked if once the current vehicles are sold if the proceeds from those sales would then be put towards the payments on the new vehicles. Staff confirmed that to be true and it would be going back to the Police budget. Staff clarified that these vehicles will be delivered to the City ready to go as well. Council Member Culver sought clarification on the fleet vehicles listed as being the first to go. Staff clarified that that was correct and that the Explorers had to go first. Council Member Burch sought clarification on if there were any mile stipulations. Staff clarified that there were no annual mileage caps and that the vehicles would be staying in Caney and not be take home vehicles for officers living outside of town. Mayor Elliott asked what the timeframe would be once approved. Staff clarified that upon arriving at the upfitter, around seven (7) to eight (8) weeks. Staff believed that they would likely arrive in late February to early March. Mayor Elliott stated that in his opinion the Explorers are junk and that some of the vehicles are not even worth additional necessary changes. He went on to say that the we have gotten into the cycle of taking parts out of one to put into another and he himself had donated an engine to one vehicle to keep it rolling. Staff stated that the lack of strategic planning has resulted in the fleet being neglected. Mayor Elliott inquired if any of the current vehicles could be sold fast to help mitigate some of this cost. Staff clarified that yes that was a possibility, and that some of the vendors had offered trade in options but staff wanted to show the raw numbers and not put a rosy tint on the item. Council Member Holman stated that he'd rather make a mistake because the Council acted rather than be inactive. Mayor

Elliott stated that he initially was not a fan of the Durangos but that he had come around after the Durangos that neighboring Counties had received held up well. Staff stated that once these new vehicles come in, additional standard operating procedures will be implemented to protect these new assets. Council Member Culver stated that he had been here for thirty (30) years, and he could not remember a time that the City had ever purchased a new vehicle. Staff stated that the capital outlay line item has restrictions on how it can be utilized. Council Member Dye stated that at this point it is a need, not a want and this will protect our officers.

**A MOTION WAS MADE BY COUNCIL MEMBER CULVER, SECONDED BY COUNCIL MEMBER PATTERSON TO APPROVE THE PURCHASE OF FIVE (5) NEW POLICE VEHICLES COMMUNITY LEASING.**

**MOTION CARRIES 6-0.**

**H.5. DISCUSS AND CONSIDER VARIOUS BUILDING PERMITS RECEIVED AND APPROVED BY CITY STAFF AND THE PLANNING & ZONING BOARD.**

Mayor Elliott stated that this was per Council Member Patterson's request. Council Member Patterson stated that this was more of a for information purposes. Council Member Patterson requested clarification on the process that the building permits go through. Mayor Elliott stated that they are sent to the Planning and Zoning Board and then approved by staff, that Council does not review them. Council Member Burch stated that this needs to be a uniform process and that City staff should be aware and be able to answer questions if people ask what construction is. Staff laid out the process. Staff stated that building permits go to the Planning and Zoning Board then get approved by the Code Enforcement and then returned to the requestor when payment is made. Staff suggested that prior to many of the staff and elected officials starting their tenure in their roles many of these things were not enforced so a degree of compassion should be applied because the enforcement is new. Staff agree with Council Member Burch that the building permit form could use a redo and the process publicized. Mayor Elliott and Council Member Burch concurred that staff should contact the City Attorney about what to do if someone does not get a building permit to improve the enforcement arm of the process.

**I. DEPARTMENT REPORTS:**

**I.1 MAYOR – JOSH ELLIOTT**

1. A resident wants to get handicap/ADA compliant playground equipment and requested if City staff could support this idea.

2. New landfill repository with the goal being something for the future of Caney. New location would be on the back NW corner of the current site and paperwork should be forthcoming.
3. All of the water meters are in, save a few 24 hour locations
4. Requested that since a contractor was not used resulting in savings, could the proceeds from scrapping them be used as a bonus for Public Works staff.

#### **I.2 POLICE CHIEF – IKE DYE**

1. Working on stop signs at Sixth and Main.
2. Place the Purple Heart plaques.

#### **I.3 CITY ADMINISTRATOR – ANDREA SIBLEY**

1. Big donation of trees from John Deere, unsure of where to place them.

#### **I.4 CITY CLERK – ADAM LANTER**

1. Working on sending past due water bills to collections.
2. CDBG Housing update.

#### **I.5 DEPUTY CITY CLERK – TYLER GOZA**

1. Bond payment issues but were quickly resolved.

#### **I.6. UTILITIES CLERK – JALISSA JONES**

1. Water billing issues stemming from the switch over, but they are starting to dwindle.

### **J. COUNCIL COMMENTS**

#### **J.1 COUNCIL MEMBER BURCH**

1. Appreciative to Chief Dye for the report

2. Requested that the agenda packet be sent out earlier.
3. Requested information on the staff Christmas party.

**J.3. COUNCIL MEMBER BUTTS**

1. Gravel at wood and Taylor could use a touch up.

**K. INFORMATIONAL**

**L. ADJOURNMENT**

**A MOTION WAS MADE BY COUNCIL MEMBER CULVER, SECONDED BY COUNCIL MEMBER PATTERSON AT 8:15 PM.**

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Joshua D. Elliott, Mayor

Attest:

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Adam Lanter, City Clerk

**CITY OF CANEY  
CITY COUNCIL  
SPECIAL MEETING MINUTES  
December 2, 2025**

**A. CALL TO ORDER**

Mayor Elliott called the special City Council meeting to order at 6:30 pm Tuesday, December 2, 2025 in the Council Chambers at City Hall located at 100 W 4<sup>th</sup> Street.

**B. ROLL CALL**

Present:	Josh Elliott	Mayor
	Jeff Culver	Council, Ward 1
	Mike Holman	Council, Ward 1
	Kenith Butts	Council, Ward 2
	Lori Patterson	Council, Ward 3
	Elizabeth Burch	Council, Ward 3
	Becky Dye	Council, Ward 4

Staff:	Andrea Sibley	City Administrator
	Ike Dye	Police Chief
	Adam Lanter	City Clerk

**C. PLEDGE OF ALLEGIANCE AND INVOCATION**

Attendees recited the pledge of allegiance and Mayor Elliott led the invocation.

**D. CITIZEN PRESENTATION/VISITOR COMMENTS**

**E. OLD BUSINESS**

**G.1. DISCUSS AND APPROVE THE SRF FUNDING FOR THE WATER SUPPLY CONNECTION LINE TO COFFEYVILLE AND AUTHORIZE THE NECESSARY SIGNATURES.**

Mayor Elliott stated that there would need be a motion and a second for the loan agreement that was discussed with Ben Coltrane of Midwest Engineering. He clarified that the City

intends to take out Option 1. City staff clarified that Option 1 was the twenty (20) year option with staff's intent to get the loan switched over to the USDA down the line due to lower interest rates with them. Staff would also continue to seek out additional funding options via grants to get the cost of the project down closer to the two million five hundred thousand dollar (\$2,500,000). Staff did note that they did not want to go below the two million five hundred-thousand-dollar (\$2,500,000) mark because the City would then lose the loan forgiveness component of the current project funding plan. Staff went on to explain that in order to keep the fifty percent (50%) loan forgiveness the loan is needed, which is why it was not reflected in the principal reduction like the one-million-dollar (\$1,000,000) grant was. Between the forgiveness and the grant, that makes three million five hundred thousand dollars (\$3,500,000). The new principal the Governing Body would be agreeing to is six million eight hundred thousand (\$6,800,000) after the one million dollars (\$1,000,000) is taken off from the grant. With the loan forgiveness the new total would be four million, three hundred thousand dollars (\$4,300,000). Mayor Elliott clarified that the City staff would continue seeking funding sources to lower that amount even further and that the City would not make the first payment until 2029. Staff stated that there is an additional approval of one million, six hundred thousand dollars (\$1,600,000) through the Kansas Department of Health and Environment ("KDHE") for the distribution that can be applied to this as well but that none of that can be done until this funding was accepted. Council Member Burch stated that at the regular meeting on December 1<sup>st</sup> construction would not be completed until 2029 and then a year after that is when payments begin. Mayor Elliott stated that that was correct. The earliest it would be was 2029. Council Member Burch stated that the only question for clarification that she had gotten from citizens and was that this is only for the connection to Coffeyville line. In the meantime, staff would continue to seek out additional funding for the distribution inside city limits. Mayor Elliott stated that the original contract to Coffeyville stated that the City's usage had to be brought down and that was what spurred on the water study resulting in finding the water loss was not as bad, replacing the meters, and would have another water study conducted in the next quarter. The water loss was only involved in that discussion because of the high overall usage with Coffeyville allowing Caney to connect into their supply. The issue with the connection to Coffeyville is that they have a higher water pressure in their water flow, but that they have valves that can lower the pressure before reaching Caney's distribution lines. He continued to state that the goal is to complete the distribution between now and 2029 when the Coffeyville connection line is finished but that additional grants would be sought out between now and then. Staff reiterated that this project could not go below two million five hundred thousand dollars (\$2,500,000) or the City would lose out on the forgiveness and that we should bank on that being paid by the City unless additional funding was secured to cover that as well. Staff further reiterated that they had applied for additional grants through the Kansas Water Office ("KWO") in the amount of one million six hundred thousand dollars (\$1,600,000) to start on the distribution component and that

staff should hear back on the results from that in February. Staff will continue to pluck out components of the project for additional funding and then the five million five hundred thousand dollar (\$5,500,000) in appropriations from the federal government. If both of those were to come through, that would create seven million one hundred thousand dollars (\$7,100,000) bucket for the distribution component towards that thirteen-million-dollar (\$13,000,000) project cost. The issue that staff has run into thus far has been when they approach organizations with a thirteen-million-dollar (\$13,000,000) project they tend to balk. By piece mailing it out, it becomes more digestible for these external funding sources because it leaves enough money for other cities to benefit as well. Council Member Burch requested clarification on if this were passed tonight would the City be bale to make drawdowns this year. Staff confirmed that they had spoken with counterparts in KDHE today and they confirmed that the City would be bale to do drawdowns this year. Staff reiterated that that has been a concern because the City has prepaid invoices that need to be paid but the disarray at the federal level has hindered by the flux at the federal level. Staff went on to point out that a bigger budget amendment would be needed to but with the drawdowns the City could begin to pay itself back. Council Member Burch clarified that the next step would be soliciting the bids from the companies that would do the work. Mayor Elliott stated that that was correct and that the bids would be brought to the Council to select the contractor for the job. The estimated timeline was predicted to be mid-February for those to come to Council. Staff continued to state that the goal would be to be in the ball park of fifteen to twenty percent (15%-20%) project status by July first based on the timeline of the grants.

**A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL MEMBER CULVER TO APPROVE THE LOAN AGREEMENT.**

**MOTION CARRIES 6-0.**

**A ROLL CALL VOTE WAS TAKEN ON ORDINANCE 2025-26.**

**RESULTS:**

Becky Dye	Aye
Lori Patterson	Aye
Elizabeth Burch	Aye
Jeff Culver	Aye
Mike Holman	Aye
Kenith Butts	Aye

**THE VOTE ON ORDINANCE 2025-26 CARRIES 6-0.**

## **ADJOURNMENT**

**A MOTION WAS MADE BY COUNCIL MEMBER PATTERSON, SECONDED BY COUNCIL MEMBER DYE AT 6:41 PM.**

---

Joshua D. Elliott, Mayor

Attest:

---

Adam Lanter, City Clerk



WASTE CONNECTIONS OF OKLAHOMA, INC  
BARTLESVILLE DISTRICT  
397781 W 1400 RD  
DEWEY OK 74029-3970  
DISTRICT NO. 5029

CITY OF- RESIDENTIAL CANEY  
100 W 4TH  
CANEY KS 67333

Scan to pay online



ACCOUNT NO.  
INVOICE NO.  
STATEMENT DATE  
DUE DATE  
BILLING PERIOD

5029-395573-001  
850569V029  
12/01/25  
12/20/25  
11/01/25 - 11/30/25

FOR ASSISTANCE  
Customer Service  
One Time Payments

877-336-3161  
800-457-1379

## INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 20,076.74
	<b>Service Location</b>	
	Acct #395573-001	
11/30/25	Curbside Service	\$ 10,913.76
	11/01/25-11/30/25	
11/30/25	Extra Cart	\$ 1,324.58
	11/01/25-11/30/25	
	<b>Location Totals</b>	\$ 12,238.34
	<b>Service Location</b>	
	Acct #395573-003	
11/14/25	Delivery Fee - Ro	\$ 0.00
	115009	
11/14/25	Delivery Fee - Ro	\$ 0.00
	115010	
11/14/25	Delivery Fee - Ro	\$ 0.00
	115011	
11/18/25	Disposal Charge - Ro	\$ 138.86
	501448	
11/18/25	Haul 40 Yd - Ro	\$ 231.75
	115869	
11/18/25	Disposal Charge - Ro	\$ 164.82
	501447	
11/18/25	Haul 40 Yd - Ro	\$ 231.75

Please remit to the address below and return your remit stub with your payment.



WASTE CONNECTIONS OF OKLAHOMA, INC  
BARTLESVILLE DISTRICT  
397781 W 1400 RD  
DEWEY OK 74029-3970

SP 03 000008 17860 E 1 ASNGLP



CITY OF- RESIDENTIAL CANEY  
100 W 4TH  
CANEY KS 67333-1410

ACCOUNT NO.	5029-395573-001
INVOICE NO.	850569V029
STATEMENT DATE	12/01/25
DUUE DATE	12/20/25
PAY THIS AMOUNT	\$42,630.85

**WRITE IN  
AMOUNT  
PAID** **\$**

TO CHANGE ADDRESS

Check here and complete the information on the reverse side.

**MAIL PAYMENT TO:**

WASTE CONNECTIONS OF OKLAHOMA, INC  
BARTLESVILLE DISTRICT  
PO BOX 679859  
DALLAS TX 75267-9859





**SOUTH CENTRAL KANSAS  
ECONOMIC DEVELOPMENT DISTRICT**

9730 E. 50<sup>th</sup> Street N Bel Aire, KS 67226

Invoice #: 25-143

Invoice Date: 11/7/25

<b>Billed To:</b> Adam Lanter   City of Caney 100 W. 4th PO Box 129, Caney, KS 67333 620-879-2772	For: 23-HR-002 Final Inspections 102 N Fawn Rehabilitation of 102 N Fawn
--	---

<b>Items due to SCKEDD</b>	<b>Amount</b>
<b>102 N Fawn</b>	
Inspections - Final HQS Inspection	\$ 300.00
Inspections - Lead Clearance	\$ 300.00
Legal - Repayment Agreement Filing	\$ 38.00
<b>Due to SCKEDD</b>	<b>638.00</b>

<b>Items due to DNA CONTRACTING</b>	<b>Amount</b>
<b>102 N Fawn</b>	
Completion of Rehabilitation	\$ 23,950.00
Lead Safe Work Practices	\$ 1,993.00
Contract Change Order #1	\$ 1,050.00
Contract Change Order #1 Lead Safe Work Practices	\$ 157.00
Homeowner Contribution	\$ 139.00
<b>Due to Vendor</b>	<b>27,289.00</b>
<b>Invoice Total</b>	<b>27,927.00</b>
<b>Grant Request Total</b>	<b>27,788.00</b>

Please remit payment via check for the yellow (SCKEDD) section to South Central Kansas Economic Development District.

If you have any questions concerning this invoice, use the following contact information:

Megan Unruh | 316-440-3472 | munruh@sckedd.org

Thank you for your business!

BRENNTAG SOUTHWEST, INC.  
 610 FISHER ROAD  
 LONGVIEW TX 75604

\*\*\* PAGE 1 OF 2

Original Document

INVOICE#: BSW663791

INV DATE: 11/20/25 DUE DATE: 12/20/25

SOLD TO: CANEY CITY OF CITY SUPERINTENDENT PO BOX 129 CANEY KS 67333		SHIP TO: CANEY WATER PLANT RT 1-N OF TOWN-4-WAY STOP TURN WEST CANEY KS 67333	
--	--	---	--

FEDERAL ID #:	751898378	DATE SHIPPED:	11/20/25	TERMS:	NET 30
ORDER #:	1813601-00			SHIP WHS:	66 SLSRPN: 78
CUSTOMER #:	660705			SHIP VIA:	OUR TRUCK
CUSTOMER PO#:	VERBAL			FOB:	WAREHOUSE
PLACED BY:	DAVE -			PHONE #:	
FREIGHT TERM:	PREPAID			TAX EX# :	GVT
PRO NUMBER:				END CUST PO:	

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
255205	1.0000	11.14000	3555.0000#	.3850	1,368.68
3555.0000 # PIBC (PUMP OFF)		SODIUM HYDROXIDE 30% DIA NSF			
LOT NUMBER		QUANTITY			
869589		1.0000			
788524	3.0000	11.87000	450.0000#	1.0125	455.63
150.0000 # CYL		CHLORINE GAS 150# CYL			
LOT NUMBER		QUANTITY			
TILX601552		3.0000			
SERIAL CONTAINER ID		DEPOSIT			
C10282					
C4320817					
C6396					
815866	2.0000	10.35000	5700.0000#	.7000	3,990.00
2850.0000 # PIBC		WC 2099 NSF PUMP-OFF			
CUSTOMER PRODUCT.:		POLYALUMINUM CHLORIDE			
LOT NUMBER		QUANTITY			
872062		2.0000			

BRENNTAG SOUTHWEST, INC.  
610 FISHER ROAD  
LONGVIEW TX 75604

\*\*\* PAGE 2 OF 2

Original Document

INVOICE#: BSW663791 INV DATE: 11/20/25 DUE DATE: 12/20/25

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
--------	---------------	---------	-----------	------------	----------

\*\*\* CONTINUED FROM PREVIOUS PAGE \*\*\*

QUESTIONS, CALL 833-622-0247

REMIT TO ADDRESS:
BRENNTAG SOUTHWEST, INC.
P.O. BOX 843376
DALLAS TX 75284-3376

MERCHANDISE	5,814.31
-------------	----------

IF PAID BY 12/20/25	INVOICE TOTAL	USD	5,814.31
---------------------	---------------	-----	----------

PAID AFTER 12/20/25	INVOICE TOTAL	USD	5,930.60
---------------------	---------------	-----	----------

BRENNTAG SOUTHWEST, INC.  
610 FISHER ROAD  
LONGVIEW TX 75604

\*\*\* PAGE 1 OF 1

Original Document

INVOICE#: BSW664637 INV DATE: 11/25/25 DUE DATE: 12/25/25

SOLD TO:  
CANEY CITY OF  
CITY SUPERINTENDENT  
PO BOX 129  
CANEY

KS 67333

SHIP TO:  
CANEY WATER PLANT  
RT 1-N OF TOWN-4-WAY STOP  
TURN WEST  
CANEY

KS 67333

FEDERAL ID #:	751898378	DATE SHIPPED:	11/25/25	TERMS:	NET 30
ORDER #:	1814329-00			SHIP WHS:	66 SLSRPN: 78
CUSTOMER #:	660705			SHIP VIA:	OUR TRUCK
CUSTOMER PO#:	VERBAL - BACKORDER			FOB:	WAREHOUSE
FREIGHT TERM:	PREPAID			TAX EX# :	GVT
PRO NUMBER:				END CUST PO:	

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
412170	1.0000	11.16000	600.0000#	.4650	279.00
600.0000 # -PDRM		SODIUM BISULFITE 38-40% NSF			
600# DRM					
LOT NUMBER		QUANTITY			
2542-11-05B		1.0000			

QUESTIONS, CALL 833-622-0247

REMIT TO ADDRESS:  
BRENNTAG SOUTHWEST, INC.  
P.O. BOX 843376  
DALLAS TX 75284-3376

MERCHANDISE 279.00

IF PAID BY 12/25/25 INVOICE TOTAL USD 279.00

PAID AFTER 12/25/25 INVOICE TOTAL USD 284.58

With a logon you can view all your invoices at US.BrenntagConnect.com. Ask your sales agent for one today.

BRENNTAG SOUTHWEST, INC.  
 610 FISHER ROAD  
 LONGVIEW TX 75604

\*\*\* PAGE 1 OF 2

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INVOICE#: BSW658477

INV DATE: 10/24/25

DUE DATE: 11/23/25

**SOLD TO:**  
 CANEY CITY OF  
 CITY SUPERINTENDENT  
 PO BOX 129  
 CANEY KS 67333

**SHIP TO:**  
 CANEY WATER PLANT  
 RT 1-N OF TOWN-4-WAY STOP  
 TURN WEST  
 CANEY KS 67333

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FEDERAL ID #:	751898378	DATE SHIPPED:	10/24/25	TERMS:	NET 30
ORDER #:	1806594-00			SHIP WHS:	66 SLSPRSN: 78
CUSTOMER #:	660705			SHIP VIA:	OUR TRUCK
CUSTOMER PO#:	VERBAL DAVID			FOB:	WAREHOUSE
PLACED BY:	DAVE -			PHONE #:	
FREIGHT TERM:	PREPAID			TAX EX#:	GVT
PRO NUMBER:	915754632			END CUST PO:	

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
255205	1.0000	11.14000	3555.0000#	.3850	1,368.68
3555.0000 # PIBC (PUMP OFF)		SODIUM HYDROXIDE 30% DIA NSF			
LOT NUMBER		QUANTITY			
869589		1.0000			
815866	1.0000	10.35000	2850.0000#	.7000	1,995.00
2850.0000 # PIBC		WC 2099 NSF PUMP-OFF			
CUSTOMER PRODUCT.:		POLYALUMINUM CHLORIDE			
LOT NUMBER		QUANTITY			
853768		1.0000			
907739	2.0000	10.35000	1140.0000#	.7000	798.00
570.0000 # -PDRM		WC 2099 NSF			
LOT NUMBER		QUANTITY			
867200		2.0000			
993301	1.0000	1.00000	1.0000E	1700.0000	1,700.00
1.0000 E MISC		LMI METERING PUMP B SERIES MI			
LOT NUMBER		QUANTITY			
B141-410SI		1.0000			

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BRENNTAG SOUTHWEST, INC.  
610 FISHER ROAD  
LONGVIEW TX 75604

\*\*\* PAGE 2 OF 2

Original Document

INVOICE#: BSW658477 INV DATE: 10/24/25 DUE DATE: 11/23/25

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PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
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\*\*\* CONTINUED FROM PREVIOUS PAGE \*\*\*

QUESTIONS, CALL 833-622-0247

REMIT TO ADDRESS:	
BRENNTAG SOUTHWEST, INC.	
P.O. BOX 843376	
DALLAS	TX 75284-3376

MERCHANDISE	5,861.68	
IF PAID BY 11/23/25	INVOICE TOTAL USD	5,861.68
PAID AFTER 11/23/25	INVOICE TOTAL USD	5,978.91

With a logon you can view all your invoices at [US.BrenntagConnect.com](http://US.BrenntagConnect.com). Ask your sales agent for one today.



## Caney Volunteer Fire Department

**Chief Nick Wood**

127 North Spring, Caney, KS 67333  
(620)879-2141  
caneyfire@caney.kscoxmail.com



December 2, 2025

The FD held elections on December 1, 2025, and the results are listed below:

Chief- Nick Wood

Assistant Chief- Adam Davidson

1<sup>st</sup> Captain- Lucas Wood

2<sup>nd</sup> Captain- Robert Jones

Secretary- Dave Egan

The above elected officers will serve a two-year term starting January 1, 2026. The elected officers will also appoint two Lieutenants after the first of the year.

X A blue ink signature of the name "Nick Wood".

Nick Wood  
Chief

**ORDINANCE NO. 2025-27**

**AN ORDINANCE AMENDING SELECTED PROVISIONS OF CHAPTER 16 OF THE CODE OF THE CITY OF CANEY, KANSAS, RELATING TO THE COMPOSITION OF THE CITY PLANNING COMMISSION.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CANEY, KANSAS, AS FOLLOWS:**

Section One. That Section 16-102 of the Code of the City of Caney, Kansas, is hereby amended, as follows:

**16-102. Composition; qualifications of members.**

The City Planning Commission shall consist of five (5) members. No less than two (2) nor more than three (3) members of the commission shall reside outside of but within three (3) miles of the corporate limits of the city, but the remaining members shall be residents of the city.

Section Two. That Section 16-104 of the Code of the City of Caney, Kansas, is hereby amended, as follows:

**16-104. Tenure of office; filling of vacancies.**

The current members of the Planning Commission shall serve until the end of their current terms. Upon expiration of their terms, two (2) members shall be appointed to a one (1) year term, one (1) member shall be appointed to a three (3) year term, and two (2) members shall be appointed to a two (2) year term. Thereafter, members shall be appointed for terms of four (4) years each or until their successor(s) are appointed. Vacancies shall be filled by appointment for the unexpired term only.

Section Three. Except as herein or otherwise amended, Chapter 16 of the Code of Ordinances shall remain in full force and effect.

Section Four. Ordinance 2025-21 and Ordinance 2025-23, and any other ordinances conflicting herewith, or parts thereof, are hereby repealed.

Section Five. This Ordinance shall be in force and effect from and after its adoption and approval by the Governing Body of the City of Caney, Kansas, and publication of a summary hereof in the official city newspaper.

**PASSED AND APPROVED** by the Governing Body of the City of Caney, Kansas, on this  
\_\_\_\_ day of December, 2025.

---

Joshua D. Elliott, Mayor

ATTEST:

---

Adam Lanter, City Clerk

## **ORDINANCE 2025-28 2026 HOLIDAY CALENDAR**

### **AN ORDINANCE ESTABLISHING THE CITY OF CANEY, KANSAS 2026 HOLIDAY CALENDAR FOR CITY EMPLOYEES AND REPEALING ORDINANCE 2025-01 AND ALL ORDINANCES IN CONFLICT.**

**WHEREAS**, the City Council shall designate certain days as official Holidays for City employees according to the guidelines in the Personnel Policy Manual.

**NOW, THERE, BE IT RESOLVED** by the Governing Body of the City of Caney, Kansas that:

**SECTION 1.** The following dates in 2026 will be considered holidays for all city employees.

January 1	New Year's Day
January 19	Martin Luther King Jr. Day
April 3	Good Friday
May 25	Memorial Day
June 19	Juneteenth
July 4	Independence Day
September 7	Labor Day
October 12	Columbus Day
November 11	Veterans Day
November 26	Thanksgiving Day
November 27	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

**SECTION 2.** Floating Holiday (Personal Day): In addition to the above holidays, a full-time employee shall receive one (1) personal day to take off. The employee's supervisor must grant permission before the personal day can be used. The time off should be scheduled with the supervisor at least one (1) week in advance.

**ADOPTED AND PASSED BY THE GOVERNING BODY OF THE CITY OF CANEY, KANSAS, THIS 15<sup>th</sup> DAY OF DECEMBER, 2025.**

---

Joshua D. Elliott, Mayor

ATTEST:

---

Adam Lanter, City Clerk

Sales Office _____	Print Sales Rep Name _____	Sales ID# _____
Merchant Number _____	Sales Rep. Signature _____	Phone #: _____
<b>1. BUSINESS INFORMATION</b>		
Client's Business Name (Doing Business As): <b>City of Caney</b>		Client's Corporate/Legal Name (Use Also For Headquarter's Information): <b>City of Caney</b>
Business Address: <b>100 W Fourth Ave</b>		Billing Address (If Different Than Location Address):
City: <b>Caney</b>	State: <b>KS</b>	Zip: <b>67333</b>
City: _____	State: _____	Zip: _____
Location Phone #: <b>620.879.2772</b>	Location Fax #: _____	Contact Name: <b>Adam Lanter</b>
Business E-mail Address: <b>alanter@caneyks.com</b>		Contact Fax # / E-mail Address: <b>alanter@caneyks.com</b>
Business Website Address: <b>caneyks.com</b>		Contact Phone #: <b>620.879.2772</b>
Date Business Started: <b>1887</b>		Send Retrieval Requests to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location Send Merchant Monthly Statement to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location
Customer Service Phone #: <b>620.879.2772</b>	Customer Service E-mail Address: _____	Statement Delivery Method: (choose one) <input type="checkbox"/> Print and Mail <input checked="" type="checkbox"/> Online via AccessOne
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input checked="" type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: <b>KS</b> <input checked="" type="checkbox"/> GOVERNMENT (Federal, State, Local)
<input type="checkbox"/> CORPORATION – CHAPTER S, C State: _____		<input type="checkbox"/> INTERNATIONAL ORGANIZATION Location Filed: _____ <input type="checkbox"/> LIMITED LIABILITY COMPANY State Filed: _____
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST State Filed: _____ <input type="checkbox"/> PARTNERSHIP State Filed: _____
Name (as it appears on your income tax return; if Sole Proprietor, must include middle initial) <b>City of Caney</b>		FEDERAL TAX ID # (as it appears on your income tax return) <b>48-6042996</b> <input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8)
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)		
*SIC/MCC: _____	Final Auth. Indicator: <input type="checkbox"/> 0 (Pre Auth.) <input type="checkbox"/> 1 (Final Auth.)	IATA/ARC: _____ (MCC 4722 Only)
Note: *If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841 <sup>1</sup> , then registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or Mastercard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or Mastercard regulations <sup>2</sup> .		
<sup>1</sup> Registration for MCC 7841 is only required for non-face-to-face adult content. <sup>2</sup> Information herein, including applicable MCCs, is subject to change.		
Detailed Explanation of Type of Merchandise, Products or Services Sold: <b>licensing fees, fees, utilities (water, sewer, trash), &amp; court fees/related costs, permits,</b>		
<b>2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION – ALL MERCHANTS</b>		
1. Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	13. Do you have a refund policy for Mastercard/Visa/ Discover Network-PayPal/American Express OptBlue Sales? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, check one: <input type="checkbox"/> Exchange <input type="checkbox"/> Mastercard/Visa/Discover Network-PayPal/ <input type="checkbox"/> Store Credit American Express OptBlue Credit If Mastercard/V/Discover Network-PayPal/American Express OptBlue Credit, within how many days do you submit credit transactions? <input checked="" type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14	
2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Office <input type="checkbox"/> Home <input checked="" type="checkbox"/> Shopping Area <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated <input type="checkbox"/> Door-to-Door <input type="checkbox"/> Flea Market <input type="checkbox"/> Other	14. Advertising Method (Attach at least one): <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input checked="" type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.	
3. How many employees: <b>27</b>	15. Previous Processor: <b>Global Payments</b>	
4. How many registers/Terminals: <b>1</b>	16. Check Reason For Leaving: <input checked="" type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other: _____	
5. Is proper license visible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, explain: _____	17. Does your business offer products and/or services to customers through a mobile application: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, list name of mobile application: _____	
6. Where is the merchant name displayed at the site? <input type="checkbox"/> Window <input type="checkbox"/> Door <input checked="" type="checkbox"/> Store Front	Mail / Telephone Order / Business to Business / Internet Information (All Questions must be Answered)	
7. Merchant Occupies: <input checked="" type="checkbox"/> Ground Floor <input type="checkbox"/> Other: _____	1. What is the time frame from transaction to delivery? (% of orders delivered in): 0-7 days <b>100</b> % + 8-14 days _____ % + 15-30 days _____ % + 31-90 days _____ % + 91-180 days _____ % + over 180 days _____ % = 100%	
8. # of Floors/Levels: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2-4 <input type="checkbox"/> 5-10 <input type="checkbox"/> 11+	2. Mastercard/Visa/Discover Network-PayPal/American Express OptBlue sales are deposited (check one): <input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input checked="" type="checkbox"/> Other (specify): <b>daily</b>	
9. Remaining Floor(s) Occupied by: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Combination <input checked="" type="checkbox"/> None	3. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
10. Approximate Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input checked="" type="checkbox"/> 2,001 plus		
11. Are customers required to leave a deposit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, % of deposit required: <b>960 for water</b>		
12. Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input checked="" type="checkbox"/> None		

O\_WF\_R\_2801 **3. OWNERS INFORMATION** O\_WF\_R\_2801

**Controlling Individual:** An individual with significant responsibility for managing the legal entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer). Applies to private corporations, limited liability corporations, or partnerships.

Controlling Individual

Name: Joshua Elliott

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: 100 W Fourth AveCity: CaneyState: KSTitle: Mayor

Social Security #: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Zip: 67333Country: USA

**Beneficial Owners:** Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation).

Owner 1

Name: Andrea Sibley

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: 100 W Fourth AveCity: CaneyState: KSTitle: City Administrator

Social Security #: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Zip: 67333Country: USA

Owner 2

Name: Adam Lanter

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: 100 W Fourth AveCity: CaneyState: KSTitle: City Clerk

Social Security #: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Zip: 67333Country: USA

Owner 3

Name: \_\_\_\_\_

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Owner 4

Name: \_\_\_\_\_

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Zip: \_\_\_\_\_

Country: \_\_\_\_\_

**4. SETTLEMENT INFORMATION**

Deposit Bank: \_\_\_\_\_

Transit / ABA #: \_\_\_\_\_

Deposit Account #: \_\_\_\_\_

ACH Detail Flag:  Individual  Combined  Separate (defaults to Combined if option not selected)**5. TRANSACTION INFORMATION****FINANCIAL DATA**

Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)		\$ <u>1,165,000</u>	Avg. Mastercard/Visa/Discover Network- PayPal Ticket (Estimate If Never Processed in Past)	\$ _____	WHERE IS SALE TRANSACTED? (Must = 100%)
Average YEARLY Mastercard/Visa Volume	\$ _____		Avg. American Express OptBlue Ticket (Estimate If Never Processed in Past)	\$ _____	Store Front/Swiped <u>50</u> %
Average YEARLY Discover Network- PayPal Volume	\$ _____		Highest Ticket Amount	\$ _____	Internet <u>25</u> %
Average YEARLY American Express OptBlue Volume	\$ _____				Mall Order <u>25</u> %
Seasonal? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	High Volume Months Open: _____				Telephone Order <u>0</u> %
					Total <u>100</u> %

**6. GRID INFORMATION - INTERNAL USE ONLY**

AUTHORIZATION GRID ID#:		USER DEFINED GRID ID#:		MFC GRID ID: _____ 8-pos. Alpha/Numeric	
Mastercard TIERED GRID ID	8-pos. Alpha/Numeric	Visa TIERED GRID ID	8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal TIERED GRID ID	8-pos. Alpha/Numeric
Mastercard CREDIT MPG ID	8-pos. Alpha/Numeric	Visa CREDIT MPG ID	8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal CREDIT MPG ID	8-pos. Alpha/Numeric
Mastercard DEBIT MPG ID	8-pos. Alpha/Numeric	Visa DEBIT MPG ID	8-pos. Alpha/Numeric	DISCOVER NETWORK DEBIT MPG ID	8-pos. Alpha/Numeric

**7. SERVICE FEE SCHEDULE**

Accept all Mastercard, Visa, Discover Network and American Express OptBlue Transactions (presumed, unless any selections below are checked)

Mastercard	Visa	Discover Network	American Express OptBlue
<input checked="" type="checkbox"/> Mastercard Credit Transactions	<input checked="" type="checkbox"/> Visa Credit Transactions	<input checked="" type="checkbox"/> Discover Network Credit Transactions	<input checked="" type="checkbox"/> American Express Credit Transactions
<input checked="" type="checkbox"/> Mastercard Non-PIN Debit Trans.	<input checked="" type="checkbox"/> Visa Non-PIN Debit Trans.	<input checked="" type="checkbox"/> Discover Network Non-PIN Debit Trans.	
		Discover Network-PayPal	
		<input checked="" type="checkbox"/> Discover Network-PayPal Credit Transactions	
<input checked="" type="checkbox"/> Discount Collected	<input type="checkbox"/> Daily <input type="checkbox"/> Monthly		

O_WF_R_2801	7. SERVICE FEE SCHEDULE (cont'd)								O_WF_R_2801			
Tiered												
Discount Fees (Based on Gross Sales Volume)												
	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee	
Mastercard Qual Credit	%	\$	Visa Qual Credit	%	\$	Discover Network-PayPal Qual Credit	%	\$	American Express OptBlue Qual Credit	%	\$	
Mastercard Mid-Qual Credit	%	\$	Visa Mid-Qual Credit	%	\$	Discover Network-PayPal Mid-Qual Credit	%	\$	American Express OptBlue Mid-Qual Credit	%	\$	
Mastercard Non-Qual Credit	%	\$	Visa Non-Qual Credit	%	\$	Discover Network-PayPal Non-Qual Credit	%	\$	American Express OptBlue Non-Qual Credit	%	\$	
Mastercard Worldcard Qual	%	\$	Visa Rewards 1	%	\$							
Mastercard Worldcard Mid-Qual	%	\$	Visa Rewards 2	%	\$							
Mastercard Worldcard Non-Qual	%	\$										
Mastercard Qual Debit	%	\$	Visa Qual Debit	%	\$	Discover Network Qual Debit	%	\$				
Mastercard Mid-Qual Debit	%	\$	Visa Mid-Qual Debit	%	\$	Discover Network Mid-Qual Debit	%	\$				
Mastercard Non-Qual Debit	%	\$	Visa Non-Qual Debit	%	\$	Discover Network Non-Qual Debit	%	\$				
Mastercard Regulated Debit Discount	%	\$	Visa Regulated Debit Discount	%	\$	Discover Network Regulated Debit Disc't	%	\$				
ERR												
	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees	
Mastercard Qual Credit	%	%	Visa Qual Credit	%	%	Discover Network-PayPal Qual Credit	%	%	American Express OptBlue Qual Credit	%	%	
Mastercard Qual Debit	%	%	Visa Qual Debit	%	%	Discover Network Qual Debit	%	%				
Pass Through Interchange												
<input checked="" type="checkbox"/> Net Only - Includes Dues and Assessments				<input type="checkbox"/> Gross Only - Includes Dues and Assessments								
	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)	
Mastercard Qual Credit	%	Visa Qual Credit	%	Discover Network-PayPal Qual Credit	%	American Express OptBlue Qual Credit	%					
Mastercard Qual Debit	%	Visa Qual Debit	%	Discover Network Qual Debit	%	American Express OptBlue has Program Pricing and not Interchange and are subject to change.						
Flat Rate												
	Discount Fee			MPG Rate			MPG Per Item					
Mastercard Qualified Credit				%			%	\$				
Mastercard Qualified Debit				%			%	\$				
Visa Qualified Credit				%			%	\$				
Visa Qualified Debit				%			%	\$				
Discover Network - PayPal Qualified Credit				%			%	\$				
Discover Network - PayPal Qualified Debit				%			%	\$				
American Express OptBlue Qualified Credit				%			%	\$				
Other Item Rate												
Mastercard Credit	\$	Visa Credit	\$	Discover Network-PayPal Credit	\$	American Express OptBlue Credit	\$					
Mastercard Debit	\$	Visa Debit	\$	Discover Network Debit	\$							
Other Volume %												
Mastercard Credit	%	Visa Credit	%	Discover Network-PayPal Credit	%	American Express OptBlue Credit	%					
Mastercard Debit	%	Visa Debit	%	Discover Network Debit	%							
PIN Debit												
<input checked="" type="checkbox"/> Pass Through Debit Network Fees				Other Item Rate	\$ _____ (per item)	Other Volume Percent			_____ % (per item)			
Fleet												
WEX: Other Item Rate \$ _____ (per item)			Voyager: Qual _____ %			Other Item Rate \$ _____ (per item)			Other Volume Percent _____ % (per item)			
TeleCheck												
<input type="checkbox"/> In-Person Warranty <input type="checkbox"/> Mail Order Warranty <input type="checkbox"/> Single Hold Check Warranty <input type="checkbox"/> Multiple Hold Check Warranty <input type="checkbox"/> In-Person Paper Warranty <input type="checkbox"/> C.O.D. Warranty												
SE # _____		Inquiry Rate _____ %		Per TXN Fee \$ _____		Stmt/Processing Fee \$ _____		5.00		Dec. Risk Surcharge .10 %		
Monthly Minimum Fee \$ _____ (Per Location)		Customer Requested Operator Call (CROC) \$ _____		2.50		Unauthorized Return Fee \$ _____		5.00				
Miscellaneous Fees												
Dues and Assessments		V/Mastercard Chargeback Fee (Per Item) \$ 20.00		V/Mastercard Retrieval Fee (12B Letter) (Per Item) \$ 5.00		Return Trans. Fee (Per Item) \$ _____						
Sales Transaction Fee (Per Item) \$ _____		Batch Fee (Per Item) \$ _____		eIDS Access Fee (Flat Rate) \$ 3.00		Other: _____						
EBT - Food Stamps (Per Item) \$ _____		#:		EBT - Cash Benefits (Per Item) \$ _____								
Minimum Monthly Fee \$ _____		Monthly Statement Fee (Accf on File) \$ _____		ACH Reject Fee (Per Item) \$ 10.00		Pass Visa Trans Integrity Fee		Yes <input type="checkbox"/> No <input type="checkbox"/>				

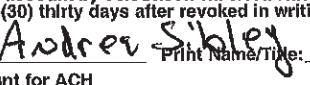
O_WF_R_2801		7. SERVICE FEE SCHEDULE (cont'd)				O_WF_R_2801	
Miscellaneous Fees (cont'd)							
Mastercard License Fee (Per Sales Item) \$		(Sales Volume) %		(Flat Rate) \$		<input type="checkbox"/> Monthly <input type="checkbox"/> Annually in December	
Visa Proc Fee (Per Item) \$		Mastercard Proc Fee (Per Item) \$		Visa BIN Fee (Per Item) \$		Mastercard ICA Fee (Per Item) \$	
Pass Visa Fixed Acquirer Network Fee (FANF) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Visa FANF Card Present Upcharge (Flat Rate) \$		Visa FANF Card Not Present Upcharge (Flat Rate) \$			
Pass Visa Acquirer Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Visa Misuse of Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Visa Zero Floor Limit Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Visa Int'l Acquirer Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Mastercard Acquirer Support Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Mastercard Cross Border Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Discover Data Usage Charge <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Visa Acq ISA Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Discover Int'l Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Discover Int'l Service Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Discover Network Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Mastercard Nat'l Acquirer Brand Usage (NABU) Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Authorization & Capture Transaction Fees							
Mastercard/Visa Auth & Capture Fee: \$ (per item)		Voice Authorization				\$ 1.50 (per item)	
Discover Network PayPal Auth & Capture Fee: \$ (per item)		Electronic AVS Fee				\$ 0.05 (per item)	
American Express OptBlue Auth & Capture Fee: \$ (per item)		Voice AVS Fee				\$ 1.95 (per item)	
American Express Pass Through (existing) SE #:		ARU Fee				\$ 0.50 (per item)	
User Defined Grid Fees							
Wireless Monthly Service Fee \$ 24.95		Supplies: \$				Reg. Product Fee (Monthly) \$ 4.95	
AccessOne Fee \$ 3.00		Other: Equipment Fee \$				TIN/TFN Invalid (Monthly) \$ 9.95	
Customer Service Fee \$		Other: \$				Website Usage (Per Item) \$ 1.00	
Debit Access Fee \$		Other: \$					
Merchant Fee Control Grid Fees							
Annual Fee \$		Other: Paynada Plus \$ 49.95		Other: PCI Non-compliance		\$ 19.95	
Month January		<input type="checkbox"/> Per Item <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually		<input type="checkbox"/> Per Item <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually		<input type="checkbox"/> Per Item <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually	
Commercial Card Interchange Service Fee 75% (See Program Guide for details regarding Commercial Card Interchange Service.)							
Pass Visa BIN/ICA Fee (Note: this fee can be used for Shared Systems Only) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa BIN/ICA Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa Staged Digital Wallet Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Staged Digital Wallet Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa B2B Virtual Service Fees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Pass Visa File Transmission Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa File Transmission Transaction Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa Acquirer Credit Voucher Data Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Acquirer Credit Voucher Data Processing Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa Acquirer Data Processing International Return Fee Credit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Acquirer Data Processing International Return Fee Credit Upcharge				(Per Item) \$ 0.001	
Pass Visa Acquirer Data Processing International Return Fee Debit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Acquirer Data Processing International Return Fee Debit Upcharge				(Per Item) \$ 0.001	
Pass Visa AFD Non Participation Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa AFD Non Participation Fee Upcharge				(Per Item) \$	
Pass Visa International Acquirer Processing Fee Credit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Visa International Acquirer Processing Fee Debit				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa Account Verification International, Credit and Debit Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Pass Account Name Inquiry Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Account Name Inquiry Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa APF Domestic Debit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Visa APF Domestic Credit Auth Reversal Fee				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa APF International Debit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Visa APF International Credit Auth Reversal Fee				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa Data Consistency Domestic Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Pass Visa Excessive Auth Attempts Domestic & Cross Border Fee				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa Fallback US Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Fallback US Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa Network Acquirer Processing (NAPF) Reversal Fees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Pass Visa Consumer BillPay Participation Fee (Per Item) \$ 0.001		Visa Consumer BillPay Participation Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa Never Approve Reattempt Fees US <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Pass Visa Address Verification Fee US <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Address Verification Service Fee US Upcharge				(Per Item) \$ 0.001	
Pass Visa Integrity Detail Report Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Integrity Detail Report Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa Recurring Auth Decline Fee US <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Recurring Auth Decline Fee US Upcharge				(Per Item) \$ 0.001	
Pass Visa Base 2 Returned Item Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Base 2 Returned Item Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa Manual Cash Switch Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Manual Cash Switch Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa Magnetic Stripe Contactless Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Magnetic Stripe Contactless Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa CVV2 Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa CVV2 Fee Upcharge				(Per Item) \$ 0.001	
Pass Visa Estimated Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Estimated Auth Fee Upcharge				(Sales Volume) 0.001 %	
Pass Visa Incremental Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Visa Incremental Auth Fee Upcharge				(Sales Volume) 0.001 %	

O_WF_R_2801	7. SERVICE FEE SCHEDULE (cont'd)		O_WF_R_2801
Merchant Fee Control Grid Fees (cont'd)			
Pass Visa Digital Commerce Service Fee	(Sales Volume) <u>0.001</u> %		
Pass Visa Digital Commerce Service Fee Minimum	(Per Item) <u>\$ 0.001</u>		
Pass Visa Commercial Solutions Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Commercial Solutions Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Visa High Integrity Risk Tran Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa High Integrity Risk Volume Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Discover Card Account Verification Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Card Account Verification Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Discover Network Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Network Auth Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Discover Program Integrity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Program Integrity Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Discover Account Verification Service Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Account Verification Service Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Discover Address Verification Service Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Address Verification Service Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Discover Digital Investment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Digital Investment Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Discover Ticket Retrieval Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Ticket Retrieval Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Discover Dispute Fee	(Per Item) <u>\$</u>	Discover Retrieval Fee	(Per Item) <u>\$ 5.00</u>
Pass PayPal Participation Authorization Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PayPal Participation Authorization Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass American Express OptBlue Access Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass American Express OptBlue Network Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Network Fee Upcharge	(Sales Volume) <u>.30</u> %
Pass American Express OptBlue Acquirer Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Acquirer Transaction Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass American Express OptBlue Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Dispute Fee Total	(Per Item) <u>\$ 0.001</u>
Pass American Express OptBlue Retrieval Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Retrieval Fee Total	(Per Item) <u>\$ 0.001</u>
Pass American Express OptBlue Program Continuation Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Processing Integrity Fee Pre Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Pre Auth Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard Processing Integrity Fee Undefined Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Undefined Auth Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard Processing Integrity Fee Final Auth %	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Processing Integrity Fee Final Auth Minimum Per Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Mastercard Processing Integrity Message Format Error Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Message Format Error Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard Processing Integrity Image Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Image Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard BIN/ICA Fee (Note: this fee can be used for Shared Systems Only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard BIN/ICA Fee Upcharge	(Per Item) <u>\$ 0.01</u>
Pass Mastercard Kilobyte Clearing US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Kilobyte Clearing US Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard Installment Purchase A, B and Refund A Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Decline Service Fee US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Decline Service Fee US Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard ICA AVS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ICA AVS Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard Digital Enablement Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Digital Enablement Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Mastercard Business to Business US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Business to Business US Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Mastercard SecureCode Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard SecureCode Transaction Fee Upcharge	(Flat Rate) <u>\$ 0.001</u>
Pass Mastercard Location Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Location Fee Upcharge	(Flat Rate) <u>\$ 0.001</u>
Pass Mastercard ACQ Interchange Downgrade Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Interchange Downgrade Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard Excessive Auth Attempts US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Excessive Auth Attempts US Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard ACQ Freight Program Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Freight Program Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Mastercard Credential Continuity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Credential Continuity Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard Nominal Auth Amount US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Nominal Auth Amount US Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard Merchant Advice Code US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Merchant Advice Code US Fee Upcharge	(Per Item) <u>\$ 0.001</u>
Pass Mastercard Preauthorization Card Present Fee US	(Sales Volume) <u>0.001</u> %		
Pass Mastercard Preauthorization Card Present Fee Minimum US	(Per Item) <u>\$ 0.01</u>		
Pass Mastercard Preauthorization Card Not Present Fee US	(Sales Volume) <u>0.001</u> %		
Pass Mastercard Preauthorization Card Not Present Fee Minimum US	(Per Item) <u>\$ 0.01</u>		
Pass Mastercard Mail/Telephone Order Fee US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Mail/Telephone Order Fee US Upcharge	(Sales Volume) <u>0.001</u> %

7. SERVICE FEE SCHEDULE (cont'd)		Merchant Fee Control Grid Fees (cont'd)	
Pass Mastercard NABU Foreign Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard NABU Foreign Transaction Fee Upcharge	(Per Item) \$ 0.001
Pass Retrieval Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Received Fax/Mail Fee Upcharge	(Per Item) \$ 0.001
Pass Chargeback Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Received Fax/Mail Fee Upcharge	(Per Item) \$ 0.001
Pass Retrieval Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Outgoing Fax/Mail Fee Upcharge	(Per Item) \$ 0.001
Pass Chargeback Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Outgoing Fax/Mail Fee Upcharge	(Per Item) \$ 0.001
Pass Visa Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept/No Accept Fee Upcharge	(Per Item) \$ 0.001
Pass Visa Accept 0-20 US Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept 0-20 US Fees Upcharge	(Per Item) \$ 0.001
Pass Visa Dispute Accept 21-25 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Merchant Response 0-20 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Dispute Accept 26-30 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Merchant Response 21-25 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Dispute No Acceptance Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Merchant Response 26-30 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Retrieval Fulfillment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Retrieval Non-Fulfillment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Lost Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Auto Acceptance Fee	(Per Item) \$ 1.00		
Pass Visa Preadbitration with Qualified Remedy Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Preadbitration with Qualified Remedy Fee Upcharge	(Per Item) \$ 0.001
Pass Visa Preadbitration Remedy Rejected Reimbursement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Accept/No Accept Fee Upcharge	(Per Item) \$ 0.001
Pass Mastercard Preadbitration Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Case Withdrawal Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Mastercard Lost Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Discover Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Accept/No Accept Fee Upcharge	(Per Item) \$ 0.001
Pass Discover Lost Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Discover Inquiry Request No Response Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Inquiry Request No Response Fee Upcharge	(Per Item) \$ 0.001
Pass Discover Representment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Representment Fee Upcharge	(Per Item) \$ 0.001
Pass American Express Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express Accept/No Accept Fee Upcharge	(Per Item) \$ 0.001
Pass Dispute Case Mastercard DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Case Mastercard DMS Fee Upcharge	(Per Item) \$ 0.001
Pass Dispute Image Mastercard DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Presentment Excessive Pages Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Dispute Image Visa DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Image Visa DMS Fee Upcharge	(Per Item) \$ 0.001
Pass Visa Pre-Compliance Image Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Incoming Pre-Dispute DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Late Response to Dispute Fee Upcharge	(Per Item) \$ 0.001
Pass Mastercard Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Late Response to Dispute Fee Upcharge	(Per Item) \$ 0.001
Pass Discover Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Late Response to Dispute Fee Upcharge	(Per Item) \$ 0.001
Pass American Express Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express Late Response to Dispute Fee Upcharge	(Per Item) \$ 0.001
NW Refund Request Response Mastercard-DMS Tier 1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NW Refund Request Response Mastercard-DMS Tier 2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NW Collaboration ADJ Mastercard-DMS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass STAR Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	STAR Debit Network Annual Fee Upcharge	(Flat Rate) \$ 2.00
Pass Pulse Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pulse Debit Network Annual Fee Upcharge	(Flat Rate) \$ 2.00
Pass NYCE Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYCE Debit Network Annual Fee Upcharge	(Flat Rate) \$ 4.00
Pass Accel Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Accel Debit Network Annual Fee Upcharge	(Flat Rate) \$ 4.00
Pass Cullance Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Cullance Network Annual Fee Upcharge	(Flat Rate) \$ 4.00
Pass Interlink System Integrity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interlink System Integrity Fee Upcharge	(Per Item) \$ 4.00
Pass Interlink EMV Fallback Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interlink EMV Fallback Fee Upcharge	(Per Item) \$ 4.00
Pass Interlink Magnetic Stripe Contactless Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interlink Magnetic Stripe Contactless Fee Upcharge	(Per Item) \$ 4.00
Pass Interlink Commercial Solutions Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Interlink Never Approve Reattempt Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass STAR Token Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	STAR Token Fee Upcharge	(Per Item) \$ 4.00

O_WF_R_2801	<b>7. SERVICE FEE SCHEDULE (cont'd)</b>		O_WF_R_2801
<b>Merchant Fee Control Grid Fees (cont'd)</b>			
Pass NACHA Unauthorized Entry Fee	(Per Item) \$ 4.50	NACHA Unauthorized Entry Fee Upcharge	(Per Item) \$ 1.50
Pass Ingenico Monthly Management Fee	(Flat Rate) \$ 5.00	Ingenico Monthly Management Fee Upcharge	(Flat Rate per month) \$
Other Fees	(Other) \$	Other Fees	(Other) \$
<b>Security &amp; Compliance Fees</b>			
Clover Security Plus	(Flat Rate per month) \$	PCI Rapid Comply	(Flat Rate per month) \$
PCI Rapid Comply (Compliance) & Liability Waiver	(Flat Rate per month) \$	Merchant Opted Out	<input type="checkbox"/> Yes
Data Protection Only	(Flat Rate per month) \$	Clover Security Essentials	(Flat Rate per month) \$
Pass PCI Non Compliance Fee (Monthly)	(Flat Rate) \$ 19.95	TransArmor Terminal	(Flat Rate) \$ 5.00
<b>Clover Fees</b>			
Platform Access Monthly Fee	(Per Item) \$	Clover Non-Swiped Authorization Fee	(Per Item) \$
Clover Go Monthly Fee (per MID)	(Flat Rate) \$		
Wireless Monthly Service Fee	(Flat Rate) \$ 25.00	Wireless Activation Fee	(Flat Rate) \$

**CONTINUED ON NEXT PAGE**

O_WF_R_2801	<b>8. EQUIPMENT/THIRD PARTY INFORMATION</b>	O_WF_R_2801
Network (Front End): <input checked="" type="checkbox"/> Omaha <input type="checkbox"/> North <input type="checkbox"/> Nashville <input type="checkbox"/> Bypass		
Do you use any third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, identify the Third Party Processor used: <input type="checkbox"/> 00 None <input type="checkbox"/> 01 Yahoo <input type="checkbox"/> 02 Authorize.net <input type="checkbox"/> 03 Cybersource <input type="checkbox"/> 04 Verifone <input type="checkbox"/> 05 Merchant Link <input type="checkbox"/> 06 Shift 4 <input type="checkbox"/> 08 FIS <input type="checkbox"/> 09 Six Payment Services Corp <input type="checkbox"/> 10 VeriSign <input type="checkbox"/> 99 Other (please specify) _____		
<b>INTERNET GATEWAY:</b> <input type="checkbox"/> First Data Global Gateway <input type="checkbox"/> Other: _____		
Wireless Network: _____		
PC/Internet Software _____		
Terminal Model _____		
Printer Model _____		
PIN Pad _____		
<small><sup>1</sup> Clover Equipment Purchase Only: This is for information purposes only. Please refer to your equipment purchase agreement with POS Equipment Service Inc. for information and pricing and fees for your equipment or hardware. You are not purchasing equipment from Processor and you acknowledge and agree that Processor will have no obligation or liability relating to such purchase of equipment. Your purchase of equipment is subject to separate terms and conditions between you and the equipment seller.</small>		
<small><sup>2</sup> See Equipment Lease Agreement for the Terms and Conditions governing your leased equipment.</small>		
<b>Early Termination Fee \$ _____</b> <b>The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement will automatically renew for successive 30-day periods.</b> <b>Merchant Initials</b> _____		
<b>9. SIGNATURE(S)</b>		
Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialling systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.		
<small>On behalf of myself as an individual, the entity on whose behalf I am signing, and its principals (collectively, the Client Parties), (A) I authorize Processor, Servicers, the applicable Payment Networks, and its and their Affiliates, third party subcontractors, service providers, and/or agents: (i) to use, disclose, and exchange amongst them and externally with other third-parties, the information in the Agreement and information about each of the Client Parties, (including by requesting and sharing, personal and business consumer reports, bank references, and other information as necessary from time to time), for marketing and administrative purposes, verification purposes, purposes under the Merchant Processing Application and Agreement (MPA), if approved, product improvement, fraud, analytics and any other purposes permitted by law (and to continue to use and share such information following the termination of this Agreement); (ii) to inform me directly about the contents of requested consumer reports (including the name and address of the agency furnishing the report), and (iii) to receive any and all personal and business credit financial information from all references, including banks and consumer reporting agencies, which are hereby released to provide that information; and (B) I certify that: (i) The federal taxpayer identification number and corresponding filing name provided herein are correct; (ii) The statements made and agreed to in this MPA, to which I have not made any alterations or stricken out any language, are true, complete and accurate, and may be relied upon as current unless changed or updated per the Notice provisions of Agreement; (iii) I can read and understand the English language; (iv) I have received and read a copy of the (a) MPA (consisting of Sections 1-9), (b) Program Guide, (c) Confirmation Page (version O_WF_R_2801), and (v) I have authority to bind the entity on whose behalf I am signing below and have the appropriate consents and authority from each of the Client Parties (whether individuals or other entities) to authorize the use and sharing of data described above. Processor's privacy notice is available at <a href="http://www.fserv.com/privacy">www.fserv.com/privacy</a>.</small>		
Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.		
<small>You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.</small>		
<b>Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.</b>		
<b>Client's Authorized Signer:</b>		
Signature X _____		Title _____
Print Name of Signer _____		Date _____
Processor: First Data Merchant Services LLC		
Signature X _____		Title _____
Printed Name: _____		Date: _____
Bank: Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and Mastercard International, Inc.) By: First Data Merchant Services LLC, pursuant to a limited power of attorney		
Signature X _____		Title: _____
Printed Name: _____		Date: _____
<b>TELECHECK ACH AUTHORIZATION</b>		
<b>ACH Debit and Credit Authorization:</b> Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.		
Signature X   Date 10-11-25		
Authorized Signature on TeleCheck Account for ACH		
<b>Personal Guarantee:</b> In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC, (the Guaranteed Parties) acceptance of the MPA, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned (Guarantor): (A) Unconditionally and irrevocably guarantees the full payment and performance of Client's obligations (i) as they now exist or as modified under the foregoing agreements, (ii) with or without actual notice of changes, and (iii) during and after the term of the agreements; (B) Waives notice of Merchant's default; (C) Shall indemnify the Guaranteed Parties for any and all amounts due from Client; (D) Warrants, with knowledge that Guaranteed Parties are acting in full reliance on the same, this Personal Guarantee of payment, and not of collection; (E) Acknowledges that (i) the Guaranteed Parties may proceed in law directly against Guarantor and not Client, (ii) this is a continuing personal guarantee and shall not be discharged or affected for any reason, and (iii) information about the Guarantor as one of the Client Parties may be used and shared as set forth in Section 9.		
Personal Guarantee Signature X _____		Municipality _____
Print Name: _____		Date: _____
Personal Guarantee Signature X _____		Municipality _____
Print Name: _____		Date: _____

## Part 1: Confirmation Page

<b>Processor Information:</b>	Name: <b>First Data Merchant Services LLC</b> Address: <b>4000 NW 120<sup>th</sup> Avenue, Coral Springs, FL 33065</b> URL: <b>merchants.fiserv.com</b>	Customer Service #: <b>1-800-858-1166</b>
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**Please read the program guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.**

1. **Your Discount Rates and other fees** and charges are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Payment Network. Transactions that fail to qualify for these rates will be charged an additional fee. We will provide you with a schedule of fees and charges in connection with the Services. Interchange and program pricing levied by the Payment Network is subject to change, (see **Section 25** of the General Terms & Conditions).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see **Section 14** of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **In consideration of the Services provided by us**, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purpose of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see **Section 27, 38.3, and 39.9** of the Card General Terms; or **Section 17** of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in **Section 31**, Term; Events of Default and **Section 32**, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in **Section 7**), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial 3-year term, you will be responsible for the payment of an early termination fee as set forth in Part 4, A.3 under "Additional Fee Information" and **Section 6.2** of the TeleCheck Solutions Agreement.
9. **For questions or concerns** regarding your merchant account, contact customer service at the number located on your Merchant Services Statement.

### 10. Payments Network Disclosure

#### Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

#### Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

#### Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder Information security and storage requirements.
- b) Maintain fraud and Chargebacks below Payments Network thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Payments Network Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download **Visa Regulations** from Visa's website at: <https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rules-public.pdf>.
- g) You may download **Mastercard Regulations** from Mastercard's website at: <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>.
- h) You may download **American Express Merchant Operating Guide** from American Express' website at: [www.americanexpress.com/us/merchant](http://www.americanexpress.com/us/merchant).

Print Client's Business Legal Name:

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 48 pages including this Confirmation Page and the applicable Third-Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

**No alterations or strikeouts to the program terms and conditions will be accepted.**

**Client's Principal Signature:**  
(Please sign below)

X

Title

Date

Please Print Name of Signer