



# **AGENDA**

## **FORMAL MEETING OF CITY COUNCIL**

### **Diamondhead, Mississippi**

**Council Chambers**  
**City Hall**  
**November 5, 2013**  
**6:00 pm**

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1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes**—Motion to Accept the Minutes Subject to Any Corrections or Additions Made by Council.  
10.15.2013 Formal Meeting  
10.29.2013 Work Session
6. **Confirmation or Adjustment of the Agenda Order**—Motion to Accept the Agenda Order Subject to Any Adjustments or Additions Made By Council, the City Manager, or the City Clerk
7. **Communications/Announcements from the Mayor and Council**
  - a. City Hall will be closed on November 11, 2013 in observance of Veteran's Day.
  - b. The next regularly scheduled Council Meeting will be held at 6:00 p.m. Tuesday, November 19, 2013 located in the Council Chambers
  - c. Council Workshop on November 12, 2013 @ 1:00 p.m. located in the Council Chambers
  - d. Council Workshop on November 13, 2013 @ 3:00 pm located in the Council Chambers
8. **Presentations / Appointments**  
Report from the Diamondhead Cruisin the Coast Committee
9. **City Manager's Report**
10. **Approval of Docket of Claims**
11. **Citizens Wishing to Address Council, Agenda Items** Limit of 3 minutes per person

**12. OLD and NEW BUSINESS**

2013-3008—Opening of RFP for Purchase of Property, Land and Building at 6:30 pm CST

2013-3025—Discussion of Adoption of the creation of a Juvenile Ordinance

2013-3026—Adoption of the Hancock County Multi- Jurisdictional Hazard Mitigation Plan

2013-3030- Approval of Credit Card Processing Agreement with Hancock Bank Merchant Services  
And setting Transaction Fees at Three Percent (3%)

**13. Citizens Wishing to Address Council, Non-Agenda Items** Limit of 3 minutes per person

**14. RECESS OR ADJOURN**



**MINUTES**  
**FORMAL MEETING OF CITY COUNCIL**  
**Diamondhead, Mississippi**  
**Council Chambers, City Hall**  
**October 15, 2013**  
**6:00 pm**

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- 1. Call to Order-** Mayor Schafer called the meeting to order at 6:05 p.m.
- 2. Invocation-** Councilmember LaFontaine
- 3. Pledge of Allegiance-** Councilmember Rech
- 4. Roll Call-** The following members of the Council were present: Mayor Schafer, Councilmember Lopez (via telephone), Councilmember LaFontaine, Councilmember Rech, Absent: Councilmember Knobloch and Councilmember Sislow.
- 5. Approval of Minutes-** Councilmember LaFontaine moved, seconded by Councilmember Rech to accept the Minutes Subject to Any Corrections or Additions Made by the Council, City Manager, or Deputy Clerk. The motion carried unanimously and the following Minutes were approved:

9/24/13 Work Session  
9/30/13 Special Call Meeting  
10/1/13 Formal Council Meeting  
10/4/13 Special Call Meeting  
10/8/13 Work Session  
10/8/13 Special Call Meeting

- 6. Confirmation or Adjustment of the Agenda Order-** Councilmember LaFontaine moved, seconded by Councilmember Rech to accept the Agenda Order Subject to Any Adjustments or Additions Made by Council, the City Manager, or the Deputy Clerk. There was one (1) addition to the Agenda as follows: Item 10a-Letter from the Diamondhead Water and Sewer District presented by the City Manager for payment. Motion carried unanimously and the Agenda order was accepted unanimously.
- 7. Communications/Announcements from the Mayor and Council**
  - a. The next regularly scheduled Council Meeting will be held at 6:00 pm, Tuesday, November 5, 2013 in Council Chambers located at 5000 Diamondhead Circle.
  - b. The next regularly scheduled Council Work Session will be held Tuesday, October 29, 2013 at 1:00 p.m. in Council Chambers located at 5000 Diamondhead Circle. This will be the last regularly scheduled Work Session. Special Work Sessions will be scheduled as needed.

- c Councilmember Lafontaine stated during the Solid Waste Authority meeting on 10-14-2013, no old business was discussed, only new business of King Landfill to allow property owners in the County to show tax bill if necessary to make monthly dump at site. Secondly, a bid opening for depositories was conducted and Hancock Bank was the only bid received and will become the primary bank for Solid Waste Authority effective on November 1, 2013

8, Presentation-

- 9. Citizens Wishing to Address Council, Agenda Items -None
- 10. Docket of Claims-Councilmember LaFontaine moved and Councilmember Rech seconded, to Accept the Docket of Claims as presented. The motion carried unanimously.
  - a. Payment to Diamondhead Water/Sewer District- Councilmember Rech moved and seconded by Councilmember LaFontaine to approve payment of \$1,586.72 to the Diamondhead Water/Sewer District.
- 11. FINANCIAL REPORTS-Councilmember Rech moved and seconded by Councilmember LaFontaine to Accept the Financial Report as presented.

Councilmember Rech commended the staff for controlling the expenses of the City.

12. DISCUSSION OF REGULAR AGENDA ITEMS-Old and New Business

2013-3020 -- Councilmember Rech moved and seconded by Councilmember LaFontaine seconded approval of the purchase of two (2) Digital Ally Video Cameras/Mirror Kits with Radios for the use in two (2) new police vehicles. There was no discussion. Motion carried unanimously.

2013-3022- Councilmember Lafontaine moved and seconded by Councilmember Rech to the Approval of FY2013 Audit Engagement Letter.

Discussion was made by the comptroller and stated that the estimated costs of \$18,500 is with a CAFR, Liability cost was \$16,500. Six (6) cities out of 115 in Mississippi produce CAFRs. The motion carried unanimously.

2013-3023- Councilmember Rech moved and seconded by Councilmember LaFontaine to Approve the Fixed Assets/Inventory Policy and the Related Forms.

The Comptroller was recognized and informed the Council, as a new City, policies and procedures are being created in order to establish consistency and internal controls. The fixed asset policy aligns with the State Auditors guide for municipalities. Motion carried unanimously.

2013-3028- Councilmember LaFontaine moved and seconded by Councilmember Rech to accept the Letter of Resignation of the City Clerk, Sue Foster. No Discussion was made, Motion carried unanimously.

13. Citizens Wishing to Address Council, Non-Agenda Items- None

- 14. RECESS OR ADJOURN- Councilmember Rech moved and seconded by Councilmember Lafontaine to adjourn the meeting. The motion carried unanimously and the meeting was adjourned at 6:27 pm.

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Tommy E. Schafer, IV  
Mayor

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Lolita McSwain, Deputy City Clerk



# MINUTES

## COUNCIL WORK SESSION

Diamondhead, Mississippi  
Council Chambers, City Hall  
October 29, 2013  
1:00 pm CST

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1. **Call to Order**—Mayor Schafer called the meeting to order at 1:07 pm CST.
2. **Invocation**—Mayor Schafer
3. **Pledge of Allegiance**—Councilmember Rech
4. **Roll Call**— All Councilmembers were present.
5. **Review of Minutes**—The minutes will be placed on the Agenda Subject to Any Corrections or Additions Made By Council, City Manager, City Attorney or Deputy City Clerk.

10/15/2013 Formal Council Meeting

6. **Confirmation or Adjustments of the Agenda Order**—Items will be placed on the Agenda Subject to Any Adjustments or Additions Made By Council, City Manager, or Deputy City Clerk.
  - Councilmember Rech moved, Councilmember Sislow seconded, to add the 2013-3031 Anti-Litter Ordinance to the agenda. Addition to Agenda was voted unanimously.
  - Councilmember LaFontaine motioned, Councilmember Lopez seconded to address the outstanding discussion on the Planning & Zoning Commission. Addition to Agenda was voted unanimously.
7. **Communications/Announcements from the Mayor and Council**
  - a. The next regularly scheduled Council Meeting will be held at 6:00 pm CST Tuesday, November 5, 2013 in Council Chambers located at 5000 Diamondhead Circle.
8. **Presentations** – Captain Hermann presented the Police Department Report dated October 1, 2013 thru October 29, 2013.
9. **Citizens Wishing to Address Council, Agenda Items** – None
10. **Docket of Claims**— The Docket of Claims will be placed on the Agenda Subject to Any Corrections or Additions Made By Council, City Manager, City Attorney or Deputy City Clerk.
11. **DISCUSSION OF REGULAR AGENDA ITEMS—Old and New Business**

2013-3008 – Open RFP for Purchase of Property, Land and Building at 6:30 pm CST

The City Manager stated Monday, November 4, 2013 at 10:00 am CST is the deadline for submitting responses to the RFP. Responses will be opened and announced at the November 5, 2013 Formal Council Meeting at 6:30 pm CST.

2013-3025 – Discussion regarding the creation of a Juvenile Ordinance

Mayor Schafer stated the Ordinance is a working document. He requested suggestions for revisions/changes from all be forwarded to the City Manager for further discussion.

Councilmember Sislow requested the entire ordinance be forwarded to the Council in Microsoft Word format.

2013-3026 – Discussion for the Multi-Jurisdictional Hazard Mitigation Plan prior to its Adoption

The City Manager stated the City has up to one year to adopt the proposed plan that was paid for by MEMA and overseen by Hancock County. The moneys to update the plan became available in the Spring of 2012 and the City at that time requested to be a part of the Haz Mit Plan, thus the Plan became a Multi-Jurisdictional Hazard Mitigation Plan. He suggested the Council move forward with adopting the current plan as written by Sue Chamberlain the consultant hired by the County to write the Plan. It can be amended, as needed. Adopting the plan allows the City to immediately request funds for mitigation projects.

Proposed plan copies are in the City Manager's office for review and will be made available to Council via email.

2013-3027 – Discussion regarding ROW/Acquisition of Dairy Queen/Red Zone/Subway Road Way

The City Attorney discovered the land owner is GBC Lands, LLC. GCB Lands, LLC will hold a meeting to arrive at a decision on the City's proposed acquisition plan.

Seymour Engineering provided a survey of the road. As a result, a detailed acquisition plan outlining the specific, desired areas is needed by Council in order to move forward. Further discussions will take place at the December 3, 2013 Formal Council Meeting with follow up from the City Attorney.

2013-3030 – Approval of Credit Card Processing Agreement with Hancock Bank

The City Comptroller explained offering this service would provide an added convenience to the citizens. State Statue provides guidelines for this process. Either a flat rate or % will need to be determined by Council to pass on to the payer.

The City Manager suggested charging a three percent fee and re-evaluate after six months of processing.

Mayor Schafer requested quotes from surrounding, local banks for like services in order to compare fees: The People's Bank and The First.

2013-3031 – Councilmember Rech requested suggestions for revisions/changes from all be forwarded to the City Manager for further discussion.

2013-3032 – Councilmember LaFontaine requested a decision be made regarding the decision on amending the P&Z Ordinance.

The City Attorney stated that both amending/creating a new Ordinance will take a lot of work and time.

Tricia Tisdale, Attorney with the City Attorney's Office, stated she received several responses with multiple ideas given on the same subjects. Not all issues were addressed that needed to be.

A Council Workshop is set for November 12, 2013, at 1:00 pm CST to discuss the make-up of Planning Commission membership and possible amendments to the Zoning Ordinance that was previously discussed by Council.

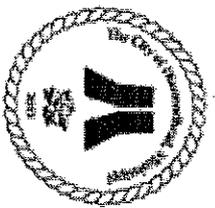
12. **Citizens Wishing to Address Council, Non-Agenda items – None**
13. **ADJOURN** Councilmember LaFontaine moved, Councilmember Lopez seconded, to adjourn the meeting at 2:10 pm CST Motion passed unanimously.

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Thomas E. Schafer, IV  
Mayor

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Deputy City Clerk



City of Diamondhead, MS

**Docket of Claims Register - Council**

APPKT00040 - Docket of Claims 11.05.2013

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	Payment Amount
DKT130108	AT&T	11/05/2013	10.05.2013	Telephone for EOC	001-140-61000	Telephone	Telephone for EOC	73.58	73.58
DKT130109	Cash	11/05/2013	10.21.2013	Petty Cash	001-140-68000	Promotions	Ballons for Rally Day	6.38	65.14
					001-140-50100	Supplies	Clear Packing Tape	2.68	
					001-650-50100	Supplies	GFCI Tester	8.54	
					001-140-63100	Printing & Binding	One Certified Letter	6.11	
					001-301-62000	Travel & Training	Storm Water Kick Off Meeting	10.88	
					001-140-63100	Printing & Binding	Three Certified Letters	18.33	
					001-650-61300	Postage	Two Certified Letters	12.22	
DKT130110	Concepts LLC	11/05/2013	945435	Monthly Answering Service Fee	001-140-61000	Telephone	Monthly Answering Service Fee	100.00	100.00
DKT130111	Connie Scott	11/05/2013	10.21.2013	Travel Expense MAGPPA	001-140-62000	Travel & Training	Travel Expense - MAGPPA Conf	99.90	99.90
DKT130112	Diamondhead Water and Sewer District	11/05/2013	10.21.2013 S 10.24.2013	Water Bill for Irrigation System Service from 09.12 to 10.11.2013	001-140-65000 001-140-65000 001-140-65000	Utilities - General Utilities - General Utilities - General	Irrigation System 09.12 to Late Charges - Past Due - Deposits Service from 09.12 to 10.11.2013	23.60 634.32 158.84	816.76
DKT130113	E. Vegely Signs	11/05/2013	INV 1785	PO# 2013-0995 Firearms Signs	001-140-63100	Printing & Binding	firearms signs	31.00	31.00
DKT130114	Fleetcor Technologies Inc.	11/05/2013	NP39340767	Fuel Usage 09.30 to 10.05.2013	001-200-52200	Fuel/Oil	Fuel Charges	608.75	1,818.07
					001-140-52200	Fuel/Oil	Fuel for Administration	28.82	
					001-301-52200	Fuel/Oil	Fuel for Public Works	114.53	
					001-200-52200	Fuel/Oil	Fuel from 10.07.2013 to 10.13.2013	496.28	
					001-140-52200	Fuel/Oil	Administration Fuel Usage 10.14 to 10.20.2013	25.09	
					001-200-52200	Fuel/Oil	Police Fuel Usage 10.14 ti	544.60	
DKT130115	Geiger Heating and Air	11/05/2013	106992	AC Service work 09.30.2013	001-140-60600	Professional Fees - R&M Outside Services	AC Service work 09.30.2013	179.00	179.00

Docket of Claims Register - Council

APPKT00040 - Docket of Claims 11.05.2013

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	Payment Amount
DKT130116	Gulfport Industrial Supply Inc.	11/05/2013	INV 148589	2 saw blades	001-301-54300	Repairs & Maintenance - Equipment	Saw Blades	358.00	358.00
DKT130117	Hancock County Sheriff's Office	11/05/2013	10.15.2013	Inmate Charges September 2013	001-200-68900	Prisoner's Expense	Inmate Charges September 2013	20.00	20.00
DKT130118	Holy Bilbo	11/05/2013	10.22.2013	Travel Expense - Code Enforcement Training	001-650-62000	Travel & Training	Travel Expense - Code Enforcement Training	153.00	153.00
DKT130119	International Code Council	11/05/2013	INV0330163	Books for Building Department	001-650-63200 001-650-63200	Publications	'12 IMPC Commentary ICC 600-RES High Wind 2008	36.00 26.95	62.95
DKT130120	Lee Tractor	10/18/2013	PI67446	PO# 2013-0991 Case side arm parts	001-301-54300	Repairs & Maintenance - Equipment	Blades for Case Side Arm	242.04	472.65
					001-301-54300	Repairs & Maintenance - Equipment	bolts for Case side arm	110.44	
					001-301-54300	Repairs & Maintenance - Equipment	Nut for Case Side Arm	35.28	
					001-301-54300	Repairs & Maintenance - Equipment	solenoid	84.89	
DKT130121	Napa of Bay St. Louis	11/05/2013	70008377	Battery / Oil Filter / Brake Fluid	001-301-54300	Repairs & Maintenance - Equipment	Battery	42.85	95.16
					001-301-54200	Repairs & Maintenance - Vehicle	Brake Fluid DOT 3-Gal.	14.99	
					001-301-54300	Repairs & Maintenance - Equipment	Napagold Oil Filter	37.32	
DKT130122	North Bay Auto	11/05/2013	14396	Service Patrol Car 789	001-200-54200	Repairs & Maintenance - Vehicle	Air Filter	13.99	37.84
					001-200-54200	Repairs & Maintenance - Vehicle	Labor to install filter	23.85	
DKT130123	Office Depot	10/09/2013	676563705001	OFFICE SUPPLIES	001-140-50100 001-140-50100 001-140-50100 001-140-50100 001-140-50100 001-200-50100	Supplies	6 FILE POCKETS BOX OF 25 Binders w/Fastners END TAB FOLDERS sharpie markers STAMP-CUSTOMIZE Computer Thumb Drives	76.74 37.38 46.54 7.95 18.24 424.95	611.80

Pocket of Claims Register - Council

APPKT00040 - Docket of Claims 11.05.2013

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	Payment Amount
DKT130124	Ronald Jones	11/05/2013	10.21.2013	Expense Report 10.21.2013	001-650-62000	Travel & Training	Expense Report 10.21.2013	249.67	249.67
DKT130125	S&L Office Supplies	11/05/2013	Inv 7354	Office Supplies	001-140-50100	Supplies	2-Copy Holders	21.24	
					001-140-50100	Supplies	Mag. Rack	79.78	
DKT130126	Sea Coast Echo	11/05/2013	09.24.2013	Sea Coast Echo Subscription	001-140-63200	Publications	Subscription	45.00	45.00
DKT130127	South Mississippi Business Machines	11/05/2013	11.15.2013	Lease Payment 6 of 60	001-140-67200	Rent - Copier	Lease Payment 6 of 60	219.00	487.56
			AR215521	Copy charges Sharp MX-6201N	001-140-52600	Copier Maintenance	Copy usage overage	114.56	
			AR215916	Copier Charge Sharp AR-M2373	001-140-52600	Copier Maintenance	Service from 10.08 to 11.07.2013	52.00	
					001-140-52600	Copier Maintenance	Copier Charge 10.12 to 11.11.2013	102.00	
DKT130128	South MS Planning and Development District Inc.	11/05/2013	9727	GIS Technical Assistance	001-650-69100	Other Services &	GIS Technical Assistance 8.1-8.31.13	1,118.75	1,118.75
DKT130129	Southern Tire Mart	11/05/2013	INV 12219148	PO# 2013-1001 Backhoe Tires	001-301-54300	Repairs & Maintenance - Equipment	Backhoe Tire	978.00	1,144.00
					001-301-69100	Other Services &	Mount/Balance	166.00	
DKT130130	State Bond Attorney	11/05/2013	10.02.2013	State Bond and Attorney Fees	001-140-60300	Professional Fees - Legal	Attorney Fees	3,687.96	4,187.96
					001-140-60300	Professional Fees - Legal	Bond Fee	500.00	
DKT130131	Sun Coast Business Supply	11/05/2013	IN-1032609	8 1/2 x11 copy paper	001-140-50100	Supplies	8 1/2 X 11 white paper	321.00	1,150.80
			INV-1032365 & 1031721	OFFICE SUPPLIES	001-140-50100	Supplies	1000 ENVELOPES TO A BOX	768.00	
					001-301-50100	Supplies	60 GAL GARBAGE BAGS	61.80	
DKT130132	Team One Communications Inc.	11/05/2013	908004991-1	Police Radio's	001-200-69100	Other Services &	Install police mobile radios in new police cars	213.30	213.30
DKT130133	Tindell Law Firm	11/05/2013	09.30.2013	September 2103 Billing for Legal Services	001-140-60300	Professional Fees - Legal	September 2013 Billing Legal	3,061.12	3,061.12
DKT130134	Tyler Technologies	11/05/2013	025-79544	Austin Allen - Consultant	001-140-91400	Capital Outlay -	Austin Allen - Consultant	93.75	656.27
			025-79918	Corey Collins - Professional Services 4.5 Hours	001-140-91400	Capital Outlay -	Corey Collins - Professional Services	562.52	

Docket of Claims Register - Council

APPKT00040 - Docket of Claims 11.05.2013

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	
DKT130135	UniversalTelCom LLC	11/05/2013	42005	Service for October 2013	001-140-67300	Rent - Phone System	Telephone Service for October 2013	744.78	
								744.78	
DKT130136	UPS	11/05/2013	0000X993W8423	Shipment of 2 boxes to Mid South Uniform	001-301-61300	Postage	Shipment of 2 boxes to Mid South Uniform	25.41	
								25.41	
DKT130137	Warren Paving	11/05/2013	14555MB	asphalt	001-301-54500	Repairs & Maintenance - Street Repair	asphalt	672.22	
								672.22	
<b>Total Claims: 30</b>								<b>Total Payment Amount:</b>	<b>18,852.71</b>

Agenda Item # 2013-3008

City of Diamondhead, MS  
**Request for Council Action**

TO: Honorable Mayor and Members of Council  
FROM: Richard Rose, City Manager

Ordinance  Resolution  Agreement/Contract  Info Only  Work Session Only  
 Consent Agenda  Regular Agenda  Presentation/Appointment

AGENDA DATE REQUESTED:

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:** A RESOLUTION STATING THE INTENT OF THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE "CITY"), TO ACQUIRE, RENOVATE, FINANCE AND EQUIP A CITY HALL AND RELATED FACILITIES (THE "PROJECT") AND AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSAL WHEREBY ANY PROPERTIES THAT MIGHT BE SUITABLE CAN RESPOND AND BE EVALUATED BY THE GOVERNING BODY AND THEREAFTER A PURCHASE NEGOTIATED.

**SUMMARY BACKGROUND:** The City is required by statute to provide a City Hall and is authorized to purchase real property pursuant to Miss. Code Ann §21-17-1.

**IMPACT IF DENIED:** The City will not have a City Hall facility.

**IMPACT IF APPROVED:** The City will have a City Hall facility.

**FINANCIAL IMPACT:** TBD

REQUIRED SIGNATURES

REQUESTED BY:   
City Manager:   
City Attorney:

COUNCIL ACTION:

Approved  Denied  Tabled/Deferred  Info Only Completed:

**CITY OF DIAMONDHEAD  
REQUESTS FOR PROPOSALS FOR THE  
Purchase of Property, Land and Building**

The City of Diamondhead is requesting sealed proposals for the Purchase of Property, Land and Building to serve the current and projected needs of the City. The proposal should comply with the minimum specifications as outlined in the proposal package that can be obtained from:

Purchasing Clerk  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525  
228-222-4626  
cscott@diamondhead.ms.gov

Bids may be hand delivered or mailed to the Purchasing Clerk at the above address AND MUST BE RECEIVED NO LATER THAN 10:00 AM CST on Monday, November 4, 2013.

Bids will be received, opened and read aloud at the Council Meeting at 6:30 PM CST on Tuesday, November 5, 2013.

Advertise twice in the legal section of the Sea Coast Echo on October 5, 2013 and October 12, 2013.

City of Diamondhead, MS  
**Request for Council Action**

**TO:** Honorable Mayor and Members of Council  
**FROM:** Richard Rose, City Manager

Ordinance  Resolution  Agreement/Contract  Info Only  Work Session Only  
 Consent Agenda  Regular Agenda  Presentation/Appointment

**AGENDA DATE REQUESTED:** October 15, 2013

<b><u>ORDINANCE/RESOLUTION CAPTIONS or ISSUE:</u></b> Discussion regarding the creation of a Juvenile Ordinance
<b><u>SUMMARY BACKGROUND:</u></b> Mayor Schafer has requested this discussion due to complaints of inappropriate activities by juveniles.
<b><u>IMPACT IF DENIED:</u></b>
<b><u>IMPACT IF APPROVED:</u></b>
<b><u>FINANCIAL IMPACT:</u></b>

**REQUIRED SIGNATURES**

<b>REQUESTED BY:</b>	<i>Mayor Tommy Schafer</i>
<b>City Manager:</b>	
<b>City Attorney:</b>	

**COUNCIL ACTION:**  
 Approved  Denied  Tabled/Deferred  Info Only **Completed:**

**Ordinance No. \_\_\_\_\_**

**Setting Curfew for Juveniles and Violations and Penalties**

**SECTION \_\_\_\_\_ Juvenile Curfew.**

(a) **Short title.** This section shall be known and may be cited as the "curfew ordinance".

(b) ***Purpose and findings.***

This curfew ordinance serves to regulate the conduct of juveniles on streets during daily nocturnal hours, and during those hours when school attendance and supervision is mandated by the Mississippi Compulsory School Attendance Law (section 37-13-91, et seq., Mississippi Code Annotated), to be effectively and consistently enforced for the protection of juveniles in the City of Diamondhead from each other and from other persons on the streets during specific hours, for the enforcement of parental control of, authority over and responsibility for their children, for the protection of the public from nocturnal mischief by juveniles, for the reduction in incidents of juvenile criminal activity, drug and alcohol abuse and addiction, and for the furtherance of family responsibility, and generally for the public good, safety and welfare.

(c) ***Definitions.***

Under this section, phrases, words and their derivations shall have the meanings given herein. When inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

- (1) *City* means the City of Diamondhead, Mississippi, with administrative offices at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, or such other place or address as may be subsequently established by the governing authority.
- (2) *Governing authority* means the city council and mayor of the City of Diamondhead, Mississippi.
- (3) *Juvenile* means any person under the age of eighteen (18) years (seventeen (17) or less years of age), unmarried and not emancipated by removal of juvenile disability by order of the court.
- (4) *Parent* means any person having legal custody of a juvenile (i) as a natural or adoptive parent; (ii) as a legal guardian; or (iii) as a person to whom legal custody has been given by order of the court. A

parent other than a natural parent or adoptive parent subject to this section must be at least eighteen (18) years of age.

- (5) *Operator* means any individual, firm, association, partnership, corporation, or employee or agent thereof operating, managing, or conducting the business of any establishment or any person in control of the business premises. The term also includes the members or partners of an association or partnership and the officers of a corporation.
- (6) *Public place* means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, abutting sidewalks, and the common areas of hospitals, apartment houses, housing projects or condominiums, office buildings, transport facilities, parks, shops, and business establishments.
- (7) *Establishment* means any privately-owned place of business operated for-a profit to which the public is invited, including but not limited to any place of amusement or entertainment.
- (8) *Emergency* means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster or an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- (9) *Remain* means to linger or stay; or to fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.
- (10) *Serious bodily injury* means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.
- (11) *Street* means a way or place, of whatsoever nature, open to the use of the public as a matter of right for purposes of vehicular travel.

**(d) Curfew hours.**

Under this section [curfew hours] shall be:

- (1) 11:01 o'clock p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 o'clock a.m. of the following day; and
- (2) 12:01 o'clock a.m. until 6:00 o'clock a.m. on any Friday or Saturday; and
- (3) 9:00 o'clock a.m. until 3:00 o'clock p.m. on Monday through Friday during the school term in which a compulsory school age child is to

be enrolled in a public or private legitimate non-public school, as required by the Mississippi Compulsory School Attendance Law (section 37-13-91 et seq.; Mississippi Code Annotated). This curfew provision applies only to those children to whom the Mississippi Compulsory School Attendance Law applies.

**(e) Offenses.**

- (1) A juvenile commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.
- (2) A parent as defined in subparagraph (c)(4) of this section commits an offense if (s)he knowingly permits, or by insufficient control allows, the juvenile to remain in any public place or on the premises of any establishment within the city during applicable curfew hours as provided in subsection (d) above.
- (3) The owner or operator as defined in subparagraph (c)(5) of this section commits an offense if (s)he knowingly allows a juvenile to remain upon the premises of the establishment during curfew hours.

**(f) Defenses.**

- (1) It is a defense to prosecution under subsection (e) that the juvenile was:
  - a. Accompanied by the juvenile's parent as defined under subparagraph (c)(4) of this section, or by an adult over the age of seventeen (17) years (age eighteen (18) years or older) by permission of the parent;
  - b. On a reasonable errand at the direction of the juvenile's parent, without any detour or stop;
  - c. In a motor vehicle involved in interstate travel;
  - d. Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
  - e. Involved in an emergency;
  - f. On the sidewalk or area abutting between the street and the juvenile's residence; or abutting the residence of a next door neighbor, if the neighbor did not complain to the police department about the juvenile's presence;
  - g. Attending an official school, religious, civic or other recreational function or activity supervised by adults and sponsored by the City of Diamondhead, or another similar entity located in Hancock County. In all cases the entity takes responsibility for the juvenile while he/she is at the function and the juvenile must go directly home from the function/activity.

- h.** Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
- i.** Attending to a person needing assistance, or being stranded and in need of assistance or standing guard over personal property while awaiting assistance.

(2) It is a defense to prosecution under subparagraph (e)(3) that the operator, as defined in subparagraph (c)(5) of this section of an establishment promptly notified the Diamondhead Police Department that the juvenile was present on the premises of the establishment during the curfew hours and refused, or neglected, after having been requested, to leave.

**(g) *Requirements for enforcement.***

Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believed that an offense has occurred and that, based on any response and other circumstances, no defense in subsection (f) is present.

**(h) *Penalties.***

- (1) A person who violates a provision of this curfew ordinance is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense upon conviction for first offense is punishable by fine not to exceed one hundred dollars (\$100.00), and upon conviction for a second and subsequent offense (s) is punishable by a fine not to exceed three hundred dollars (\$300.00).
- (2) By discretion of the municipal court, the municipal court may waive original jurisdiction over a juvenile or parent where the Youth Court of Hancock County assumes jurisdiction in proceedings concerning a delinquent or neglected child residing in the county under section 43-21-159, Mississippi Code Annotated.

**(i) *Construction and severability.***

Severability is intended through and within the provisions of this section. If any provision, including inter alia any exception, part, phrase or term of or the application thereof to any person or circumstances, is held invalid, the application to other persons or circumstances shall not be affected thereby and the validity of this section in any and all other respects shall not be affected thereby. It is not intended under this section for a result to occur that is absurd, impossible to execute or unreasonable. It is intended that this section or part hereof be held inapplicable in such cases, if any, where its application would be unconstitutional. A constitutional construction is intended and shall be given.

In accordance with Mississippi Code of 1972, § 21-13-11, this ordinance becomes effective thirty days from date of passage with a single publication of the ordinance prior

to the effective date.

SO ORDAINED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013

**Councilmember Knobloch** \_\_\_\_\_

**Councilmember Lopez** \_\_\_\_\_

**Councilmember LaFontaine** \_\_\_\_\_

**Councilmember Sislow** \_\_\_\_\_

**Councilmember Rech** \_\_\_\_\_

**Mayor Schafer** \_\_\_\_\_

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APPROVED  
Mayor Thomas E. Schafer, IV

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ATTEST:Lolita McSwain Deputy City Clerk

**SEAL**

THIS IS TO CERTIFY THAT THE FOREGOING ORDINANCE WAS ADOPTED BY THE CITY OF DIAMONDHEAD, MISSISSIPPI, ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2013.

Lolita McSwain Deputy City Clerk

City of Diamondhead, MS

### Request for Council Action

**TO:** Honorable Mayor and Members of Council  
**FROM:** Richard Rose, City Manager

Ordinance    Resolution    Agreement/Contract    Info Only    Work Session Only

**AGENDA LOCATION:**    Consent Agenda    Regular Agenda

**FORMAL AGENDA DATE REQUESTED:**  

<b><u>ORDINANCE/RESOLUTION CAPTIONS or ISSUE:</u></b> Adoption of the Hancock County Multi-Jurisdictional Hazard Mitigation Plan
<b><u>SUMMARY BACKGROUND:</u></b> Required to adopt plan to access FEMA and MEMA funds for mitigation projects
<b><u>IMPACT IF DENIED:</u></b> No funding
<b><u>IMPACT IF APPROVED:</u></b> Funding available
<b><u>FINANCIAL IMPACT:</u></b> usually 75/25 match or 95/5 match

**REQUIRED SIGNATURES**

<b>REQUESTED BY:</b>	
<b>City Manager:</b>	Richard rose
<b>City Attorney:</b>	

**COUNCIL ACTION:**

Approved    Denied    Tabled/Deferred    Info Only   **Completed:**

**City of Diamondhead**  
**Resolution Adopting the Hancock County**  
**Local Hazard Mitigation Plan**

**Whereas,** *Diamondhead, Mississippi* recognizes the threat that natural hazards pose to people and property within our community; and

**Whereas,** undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**Whereas,** the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

**Whereas,** an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**Whereas,** *the City of Diamondhead, Mississippi* fully participated in the FEMA-prescribed mitigation planning process to prepare this local hazard mitigation plan; and

**Whereas,** the Mississippi Emergency Management Agency and Federal Emergency Management Agency, Region IV officials have reviewed the Hancock County Multijurisdictional Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body;

**Whereas,** *the City of Diamondhead, Mississippi* desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Hancock County Multijurisdictional Hazard Mitigation Plan;

**Whereas,** adoption by the governing body for the *City of Diamondhead, Mississippi* demonstrates the jurisdiction’s commitment to fulfilling the mitigation goals and objectives outlined in this Local Hazard Mitigation Plan.

**Whereas,** adoption of this legitimacies the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

**Now, therefore, be it resolved,** that the *City of Diamondhead, Mississippi* adopts the Hancock County Multijurisdictional Hazard Mitigation Plan as an official plan; and

**Be it resolved,** that the *City Council of the City of Diamondhead, Mississippi* adopts the Hancock County Multijurisdictional Hazard Mitigation Plan by reference into the safety element of their comprehensive plan in accordance with the requirements of AB 2140, and

**Be it further resolved, the City of Diamondhead, Mississippi** will submit this adoption resolution to the Mississippi Emergency Management Agency and FEMA Region IV officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirements of AB 2140.

SO Resolved, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013

**Councilmember Knobloch** \_\_\_\_\_

**Councilmember Lopez** \_\_\_\_\_

**Councilmember LaFontaine** \_\_\_\_\_

**Councilmember Sislow** \_\_\_\_\_

**Councilmember Rech** \_\_\_\_\_

**Mayor Schafer** \_\_\_\_\_

\_\_\_\_\_  
APPROVED: Mayor Thomas E. Schafer, IV

\_\_\_\_\_  
ATTEST:Lolita McSwain  
Deputy City Clerk

**SEAL**

THIS IS TO CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED BY THE CITY OF DIAMONDHEAD, MISSISSIPPI, ON THE \_\_\_ DAY OF \_\_\_\_\_ 2013.

\_\_\_\_\_  
Lolita McSwain  
Deputy City Clerk



## MEMO

**To:** Richard Rose

**From:** Kristin Ventura

**Date:** 10/29/13

**RE:** Credit Card Processing Agreement with Hancock Bank Merchant Services

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**Comments:**

The City currently collects payments (Court fines, building permits etc.) in the form of check, cash or money order. In order to offer more services and convenience to the public, the City can offer Merchant Credit Card Processing Services through Hancock Bank. There are guidelines issued by the State Auditor's Office regarding credit cards. See attached pages III-F1 thru III-F2 from the MS Municipal Audit and Accounting Guide.

**In Summary:**

1. Fees must be assessed to the user of the electronic payment system. An amount or percentage service cost, sufficient enough to pay the full cost of using the electronic payment system, must be determined and added to each payment accepted. Such fee established must be clearly relayed to the payer.

Below, are fees assessed by surrounding governmental entities:

- City of Gulfport – 2.5% of total transaction
- Bay St. Louis - \$3.00 convenience fee
- City of Ocean Springs – 2% of total transaction
- State of MS – 3% convenience fee

**The City must approve a 3% fee per transaction prior to implementing the electronic payment system.**

2. A contract for credit card services must be (see attached contract) approved by the governing authority. Approval must be recorded in the minutes. The governing authority cannot be responsible (as stated in the contract) for costs or penalties for charge back fees.

**Contract Notes:**

1. Initial Start-up Fees - \$823 (\$25 Reprogramming Fee; \$798 Equipment Purchase)
2. Payment Card Industry (PCI) Compliance Service Annual Fee- \$99.95 (If audit proves the City is in non-compliance, then an additional monthly non-compliance fee of \$19.95 will be assessed by PCI).
3. Per State statute, the Chargeback Fees were waived by Hancock Bank. Because fees vary by credit card and higher rates charged by other cards, only Visa and Master Card will be accepted.

## **CONTRACTING TO ACCEPT CREDIT CARDS**

### **Authority To Accept Credit Cards**

Section 17-25-1, Miss. Code ann. 1972, authorizes municipalities to accept payment of taxes, fees and other accounts receivable by credit cards, charge cards, debit cards and other forms of electronic payment in accordance with policies established by the State Auditor.

This law requires service fees or charges be assessed to the user of the electronic payment system as an additional charge for processing the electronic payment, so that the user will pay the full cost of using the electronic payment system. These policies were issued for this authority.

### **Who May Be Contracted With**

The governing authority may enter into a contract with one or more credit card issuers, financial institutions or third party credit card processors to accept payments for fees, taxes and other accounts receivable by credit cards, charge cards, debit cards, and other forms of electronic payment.

### **Contract Requirements**

The services to be provided by the processor and the fees for such services must be included in a contract approved by the governing authority.

The contract must allow the addition of the processing service fee to the originating tax, fee or other payment. It is require that the full cost of using electronic forms of payment to be borne by the taxpayer or fee payer.

The contract may be entered into by negotiation; and must be recorded on the governing authority's minutes.

### **Cost of Service Requirements**

The governing authority must determine the amount or percentage service costs to add to each charge for each type of credit card, charge card, debit card, and other forms of electronic payment to be accepted. This service costs must be an amount or percentage that is sufficient so that the user of the electronic payment system will pay the full cost of using such system.

Before charges are assessed, the governing authority must notify the electronic payment user of the amount of the processing fee that is being added to the tax, fee, or accounts receivable bill. The processing fee must be plainly included and identified on the receipt given to the payer.

## **Receipt and Accounting Requirements**

### **Fee Withholding by Processor Procedure**

If the contract calls for the processing fee to be withheld from the amount charged electronically, the processing cost should be noted on the receipt and included in the total charged to the payer. The fee must also be noted in the financial records for verification purposes, but should not be recorded as a revenue receipt in the appropriate journal.

The amount due for payment of the tax, fee or accounts receivable must be recorded and settled as with ordinary cash collections. The processing fee charged and withheld by the processor must be verified to insure proper calculation and collection.

### **Fee Collected by Municipality Procedure**

If the contract calls for the processing fee to be paid by invoice as a claim, the processing cost should be noted on the receipt and included in the total charged to the payer. The fee must also be recorded in the appropriate accounting journal as a receipt for settlement into a separate fund.

A separate column or field must be set up in the accounting records to record the processing fee. The processing fee must be recorded in a manner that will allow identification and reconciliation to the proper processor.

Each invoice from the processor must be itemized and reconciled with the processing costs received and recorded in the accounting records. This reconciliation should verify the correct obligation payable to the appropriate processor for each processing fee. The itemized invoices may then be paid upon approval of the governing authority, as with other claims.

## **Dishonored Charge Contract Requirements**

The contract must clearly indicate that the governing authority is not responsible for processing costs or penalties for credit cards, charge cards, debit cards or any other form of electronic payment. Terms for charges disputed by the card account holder and subsequently dishonored and charged back to the governing authority should be clearly identified in the contract. Such dishonored transactions charged back to the governing authority after initial approval of the payment processor should be handled in generally the same manner as bad checks; and are considered not paid.

## **Amount of Collection Requirement**

For all collections, the governing authority must receive the entire amount that constitutes the ordinary amount due for the tax, fee or accounts receivable without accepting a discounted payment of such tax, fee or accounts receivable.

MERCHANT PROCESSING APPLICATION AND AGREEMENT

DBA Name: CITY OF DIAMONDHEAD-BLDG

Loc. 1 of 4

Man(TCK)1605 (A) DESCRIBE EQUIPMENT DETAILS (cont'd) Man(TCK)CorpFee1608

Table with columns: Description, Qty., Seq. Code, Per Item Cost, TOTAL, Description, Qty., Seq. Code, Per Item Cost, TOTAL. Row: Gift Cards To Go, Transaction Fee, G66-G71.

FRONT OF CARD LANGUAGE
• Maximum 30 characters per line.
• 1-4 lines (except for Stripe card design)
• Use lower and/or upper case letters & spacing where desired.
• Text will be printed on the cards exactly as provided here unless noted in the Comments section.
|| TEXT IN ALL CAPS
|| Text in Upper and Lower Case

Table with columns: L1, L2, L3, L4 for card language details.

Gift Card To Go & Std. Card Design Code: Gift Card To Go & Std. Card Font Color: Front of Card Font:

GIFT CARD TO GO Thank you very much for your business. GIFT CARD TO GO Note: Gift Card to Go carrier design defaults to J Hook and cannot be changed.
BACK OF CARD LANGUAGE We look forward to seeing you again.

(7) FEE SCHEDULE

Start-Up Fees (One-Time Charge), Compliance Service Fees, Mobile Pay, Other Fees\*, Internet, Optional Services (If Applicable). Includes various fee schedules and notes.

(8) VISA/MC/DISCOVER/AMEX ONE POINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGE (Based on Transaction Volume)

NOTE that upon approval, you will be able to accept all MasterCard, Visa and Discover Network Credit and Non-PIN Debit Cards. If you do not want to accept all Cards, please visit our website for other options that may be available to you.

Table with columns: (Please check ONLY one), 2-Tier, 3-Tier, Flat / Discount Rate, IC Plus\*. Rows include MC/V/Disc Qualified Rate, Amex OnePoint Discount Rate, etc.

\* Does not apply to Bundled Debit Pricing.
You will be charged the Discount Rate above plus Card Organization Dues/Assessments and the current Interchange Rate at the time you process your transaction.
\*\* An Inbound fee of 0.40% will be applied on any charge made using a Card, including Prepaid Cards, that was issued outside the United States...

**MERCHANT PROCESSING APPLICATION AND AGREEMENT**

(Page 3 of 3)

DBA Name: **CITY OF DIAMONDHEAD-BLDG**

Loc. **1** of **4**

**(8) VISA/MC/DISCOVER/AMEX ONE POINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGES (cont'd)**

Debit Fees (Please Check Only One)	PIN Debit Trans Fee	Bundled Debit Discount Rate	Bundled Debit Sales/Returns Trans Fee	
<input type="checkbox"/> Bundled Debit		_____%	\$ _____	(Bundled Debit applies to VMC/Disc Non-PIN and PIN Debit transactions)
<input checked="" type="checkbox"/> Unbundled Debit	\$ <b>0.20</b>			(Unbundled Debit applies to PIN Debit only)

\*Plus the applicable PIN Debit Network fees.

**(9) AGREEMENT APPROVAL**

The statements made in this Merchant Processing Application and Agreement ("Merchant Processing Application") are true. Client acknowledges having received and read a copy of the Merchant Processing Application (consisting of Sections 1-11), Interchange Qualification Matrix ("IQM"), the Interchange Schedule (for card processing services) and Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page) and agrees to be bound by all provisions as printed therein and as may be modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or internet order. However, if your Merchant Processing Application is approved based upon contrary information stated in the Tell Us About Your Business section above, you are authorized to accept trans actions in accordance with the percentages indicated in that section. This signature page also serves as the signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize First Data Merchant Services Corporation and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct First Data Merchant Services Corporation and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports on me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language, I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporation to perform services for AXP, or to AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the First Data Merchant Services Corporation servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates, our third party subcontractors and/or agents and the applicable Card Organizations to verify the information contained in this Merchant Processing Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose and exchange such information amongst each other for any purpose permitted by law. If the Merchant Processing Application is approved, each of the undersigned also authorizes us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of this Agreement and applicable Third Party Agreement(s) or for any other purpose permitted by law and disclose and exchange such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

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 600 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

THIS MERCHANT PROCESSING APPLICATION HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

(PROCESSOR): For First Data Merchant Services Corporation and Wells Fargo Bank N.A.

Signature

Print Name: **RICHARD ROSE** Date: **09/30/2013**  
 Title:  Pres.  V.P.  Member L.L.C.  Owner  Partner  Other: **CITY MANAGER**

X Signature

X Signature

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_ Title:  Pres.  V.P.  Member L.L.C.  Owner  Partner  Other: \_\_\_\_\_

**(10) TELECHECK ACH AUTHORIZATION**

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's and/or TRS' services. This authorization shall remain in effect until thirty days after revoked in writing.

X Signature

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(11) PERSONAL GUARANTY**

In exchange for FIRST DATA MERCHANT SERVICES CORPORATION, WELLS FARGO BANK N.A., AMERICAN EXPRESS and TELECHECK SERVICES, INC. (the Guaranteed Parties) acceptance of, as applicable, the Agreement and/or the American Express Card Acceptance Agreement and/or the TeleCheck/TRS Services Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature (Please sign below):

Signature (Please sign below):

X \_\_\_\_\_ an individual X \_\_\_\_\_ an individual

**INTERNAL USE ONLY (SITE VISITATION AND SET-UP)**

<input type="checkbox"/> Visit Not Required (Lic. Professional)	3. Seasonal: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	6. Check Reason for Changing Processor: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated
1. Zone: <input checked="" type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	Mns. Open Between _____ to _____	<input type="checkbox"/> Other: _____
2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Shopping Area <input checked="" type="checkbox"/> Isolated <input type="checkbox"/> Office <input type="checkbox"/> Apartment <input type="checkbox"/> Home	4. Advertising Name Displayed: <input type="checkbox"/> Window <input type="checkbox"/> Door <input checked="" type="checkbox"/> Store Front	7. Are customers required to leave a deposit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, % of deposit required: _____%
5. Previous Processor: _____		

Comments to Credit Officer/Other Depository/Primary Savings Account Number and Additional Information (40 Characters):

Bank: **9 3 6 9 8 0 0 0 2 8 8 0** Agent: **9 3 6 9 7 0 0 0 2 8 8 2** MCC: **9 3 9 9** Merchant Type: **6 0 0 0**  
 Comp: \_\_\_\_\_ Chain: \_\_\_\_\_ Bank Code: **9 3 6** Pricing Grid: **RSA00202**  
 Print Sales Rep. Name: **Cindy Kenny** Sales ID # **H C 2** Sales Lead Tracking # **2007326443**  
 Referral Partner Lead:  Yes  No If yes, \_\_\_\_\_ Linkback # **9 3 6 0 0 0 0 0 1**  
 Partner Name: \_\_\_\_\_ Office Admin.: \_\_\_\_\_

**MERCHANT PROCESSING APPLICATION AND AGREEMENT** (Page 2 of 3)

DBA Name: **CITY OF DIAMONDHEAD-COUR**

Loc. 2 of 4

**FEE SCHEDULE**

<b>Start-Up Fees (One-Time Charge)</b> Non-Taxable Fees: Application Fee (Non-Refundable) (32I) \$ _____ Reprogramming Fee (31A) \$ _____ Debit Set-Up Fee (31B) \$ _____ Miscellaneous Fee (31J) \$ _____ *Equipment Purchase (ACH) \$ <b>0.00</b> Other: _____ \$ _____ Total Amount \$ <b>0.00</b> w/o tax <small>*You will be charged the applicable State/City/Local Sales Tax.</small>		<b>Compliance Service Fees</b> Annual Fee (42F) \$ _____ or Quarterly Fee (33R) \$ _____ Non Receipt of PCI Validation Fee (42G) \$ _____ <small>(Billed Monthly if PCI Validation is not received within 90 days.)</small>		<b>Mobile Pay</b> FD Mobile Pay Setup Fee (80I) \$ _____ FD Mobile Pay S-User Monthly Fee (80J) \$ _____ FD Mobile Pay M-User Monthly Fee (39E) \$ _____	
<b>Billed Monthly Fees (If Applicable)</b> Business Advantage Pkg (40F) \$ _____ Minimum Processing Fee (954) \$ _____ ClientLine®/Merchant Insider/EIDS (32R) \$ _____ Statement Delivery <input checked="" type="checkbox"/> Electronic (Default) \$ <b>Free</b> <input type="checkbox"/> Paper Fee (Per Outlet) (240) \$ _____		<b>Internet</b> <b>Start-Up Fees</b> Internet Set-Up Fee (30R) \$ _____ FEE PER TID \$ _____ x # OF TIDS = TOTAL \$ _____ <b>Billed Monthly Fees</b> GGe4 (40A) \$ _____ FEE PER TID \$ _____ x # OF TIDS = TOTAL \$ _____ Internet Service Fee (394) \$ _____ FEE PER TID \$ _____ x # OF TIDS = TOTAL \$ _____ Global ePricing MC/Visa Service Fee (897, 898) % NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions. <b>Trans/Other Fees</b> Internet/FOGG, MC, V, Amex, Dis, Check, GGe4 (03R, 04R, 06I, 07I, 43S, L18, OFC) \$ _____		<b>Other Fees*</b> Chargeback Fee (20S, 72S, 20L) \$ _____ MC Cross Border Fee USD (80S) <b>0.65%</b> Visa Int'l Service Fee (22A) <b>0.65%</b> MC/V/Discover Network/American Express® Voice Auth (10B, 10E, 10K, 10Q) \$ <b>0.75</b> EBST (19E, 19I, 02K, 19M) \$ _____ AVS (40S, 40G, 407, 408, 07A, 07B, 07C, 07V) \$ <b>0.10</b> TransArmor Token & Encryption/Token Only (12E, 12G) \$ <b>0.00</b> ACH Reject Fee (401) \$ <b>25.00</b> Batch Settlement Fee (227) \$ _____ MC/V/Discover Access Fee (50S, 504, 52B) \$ <b>0.0315</b> MC License Volume Fee (818) <b>0.019%</b> Other: _____ \$ _____ <small>*Please note that you may be charged, if applicable, additional Card Organization pass through fees and costs for your transactions as described in the Interchange Qualification Matrix.</small>	
<b>Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.</b>		<b>Optional Services (If Applicable)</b> Wireless Access Fee (60J) FEE PER TID # OF TIDS TOTAL \$ _____ x _____ = \$ _____ <small>(Per Active Terminal ID on Approval)</small> Platinum Service Program (Free for First 60 Days) (40C) \$ _____ Other: _____ \$ _____			

**VISA/MC/DISCOVER/AMEX ONE POINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGE (Based on Transaction Volume)**

NOTE that upon approval, you will be able to accept all MasterCard, Visa and Discover Network Credit and Non-PIN Debit Cards. If you do not want to accept all Cards, please visit our website for other options that may be available to you.

(Please check ONLY one)	2-Tier				3-Tier				Flat / Discount Rate		MIC Plus*	
	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Non-PIN Debit*	Credit	Non-PIN Debit*
MC/V/Disc Qualified Rate	%	\$	%	\$	%	\$	%	\$	%	%	0.25%	0.25%
MC/V/Disc Mid-Qualified Rate												
MC/V/Disc Non-Qualified Rate	%	\$	%	\$	%	\$	%	\$				
MC/V/Disc Per Item Fee									\$	\$	0.20	0.20
Non-Qualified Surcharge Fee									%			
Amex OnePoint Discount Rate**	%				%				%			
Amex OnePoint Prepaid Discount Rate**	%				%				%			
Amex OnePoint Trans Fee	\$				\$				\$			
Amex OnePoint Prepaid Transaction Fee	\$				\$				\$			
TeleCheck® Electronic Check Acceptance Warranty		% per Check		% per Check		% per Check		% per Check		% per Check		% per Check
*Dec. Risk Surcharge 0.10%		\$ per Check		\$ per Check		\$ per Check		\$ per Check		\$ per Check		\$ per Check

\* Does not apply to Bundled Debit Pricing.  
 A You will be charged the Discount Rate above plus Card Organization Dues/Assessments and the current Interchange Rate at the time you process your transaction. Interchange Rates are variable and are determined by how your transactions clear interchange. Please see your Interchange Schedule for Interchange Rates and Dues/Assessments, and the Interchange Qualification Matrix for interchange qualification criteria as of the date of this Application. The Interchange Rates and Dues/Assessments are subject to change.  
 \*\* An inbound fee of 0.40% will be applied on any charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries except Education in the following categories: Sporting & Recreation Camps (MCC 7932), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351). 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present transaction occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail key-entered, Restaurant key-entered and Travel Agencies/Tour Operators key-entered programs.

Debit Fees (Please Check Only One)	PIN Debit Trans Fee	Bundled Debit Discount Rate	Bundled Debit Sales/Returns Trans Fee
<input type="checkbox"/> Bundled Debit		%	\$
<input checked="" type="checkbox"/> Unbundled Debit	\$ <b>0.20</b>		

(Bundled Debit applies to V/MC/Disc Non-PIN and PIN Debit transactions)  
 (Unbundled Debit applies to PIN Debit only)

\*Plus the applicable PIN Debit Network fees.

**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 3)**

DBA Name: **CITY OF DIAMONDHEAD-PRIV**

Loc. **3** of **4**

**FEE SCHEDULE**

Start-Up Fees (One-Time Charge)	
<b>Non-Taxable Fees:</b>	
Application Fee (Non-Refundable) (32F) \$	
Reprogramming Fee (31A) \$	
Debit Set-Up Fee (31B) \$	
Miscellaneous Fee (31J) \$	
*Equipment Purchase (ACH) \$	<b>0.00</b>
Other: ( ) \$	
<b>Total Amount \$ 0.00</b>	<i>w/o tax</i>

\*You will be charged the applicable State/City/Local Sales Tax.

Billed Monthly Fees (If Applicable)	
Business Advantage Pkg (40F) \$	
Minimum Processing Fee (95A) \$	
ClientLine/Merchant Insider/EIDS (32R) \$	
<b>Statement Delivery</b>	
<input checked="" type="checkbox"/> Electronic (Default) \$	<b>Free</b>
<input type="checkbox"/> Paper Fee (Per Outlet) (24B) \$	

**Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.**

Compliance Service Fees	
Annual Fee (42F) \$	Non Receipt of PCI Validation Fee (42G) \$ <b>19.95</b>
or	(Billed Monthly if PCI Validation is not received within 90 days.)
Quarterly Fee (33R) \$	

Internet	
<b>Start-Up Fees</b>	
Internet Set-Up Fee (30R)	
FEE PER TID \$ x # OF TIDs =	TOTAL \$
<b>Billed Monthly Fees</b>	
GGe4 (40A)	
FEE PER TID \$ x # OF TIDs =	TOTAL \$
Internet Service Fee (39A)	
FEE PER TID \$ x # OF TIDs =	TOTAL \$
Global ePricing MC/Visa Service Fee (887, 888) %	
NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions.	
<b>Trans/Other Fees</b>	
Internet/FDGG, MC, V, Amer, Dis, Check, GGe4 (03R, 04R, 06I, 07I, 43S, L19, OFC) \$	

Optional Services (If Applicable)	
Wireless Access Fee (60J) FEE PER TID # OF TIDx TOTAL \$ x = \$	Platinum Service Program (Free for First 90 Days) (40C) \$
	Other: \$
(Per Active Terminal ID on Aprire)	

Mobile Pay	
FD Mobile Pay Setup Fee (60I) \$	
FD Mobile Pay S-User Monthly Fee (60J) \$	
FD Mobile Pay M-User Monthly Fee (386) \$	

Other Fees*	
Chargeback Fee (20S, 72S, 20L) \$	
MC Cross Border Fee USD (89S) %	<b>0.65</b>
Visa Int'l Service Fee (22A) %	<b>0.65</b>
MC/VI/Discover Network/American Express* Voice Auth (10B, 10E, 10K, 10C) \$	<b>0.75</b>
EBT (14E, 16I, 02X, 16H) \$	
AVS (10S, 40S, 40T, 40U, 07A, 07B, 07C, 07D) \$	<b>0.10</b>
TransArmor Token & Encryption/Token Only (12E, 12G) \$	<b>0.00</b>
ACH Reject Fee (40I) \$	<b>25.00</b>
Batch Settlement Fee (22T) \$	
MC/VI/Discover Access Fee (50S, 50A, 52B) \$	<b>0.0315</b>
MC License Volume Fee (81B) %	<b>0.019</b>
Other: \$	

\*Please note that you may be charged, if applicable, additional Card Organization pass through fees and costs for your transactions as described in the Interchange Qualification Matrix.

**VISA/MC/DISCOVER/AMEX ONE POINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGE (Based on Transaction Volume)**

NOTE that upon approval, you will be able to accept all MasterCard, Visa and Discover Network Credit and Non-PIN Debit Cards. If you do not want to accept all Cards, please visit our website for other options that may be available to you.

(Please check ONLY one)	2-Tier				3-Tier				Flat / Discount Rate		X IC Plus*			
	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Non-PIN Debit*	Credit	Non-PIN Debit*		
MC/VI/Disc Qualified Rate	%	\$	%	\$	%	\$	%	\$	%	%	<b>0.25</b>	<b>0.25</b>		
MC/VI/Disc Mid-Qualified Rate														
MC/VI/Disc Non-Qualified Rate	%	\$	%	\$	%	\$	%	\$						
MC/VI/Disc Per Item Fee									\$	**	\$	<b>0.20</b>	\$	<b>0.20</b>
Non-Qualified Surcharge Fee														
Amex OnePoint Discount Rate**	%				%									
Amex OnePoint Prepaid Discount Rate**	%				%									
Amex OnePoint Trans Fee	\$				\$				\$					
Amex OnePoint Prepaid Transaction Fee	\$				\$				\$					
TeleCheck* Electronic Check Acceptance Warranty		% per Check				% per Check				% per Check				
*Doc. Risk Surcharge 0.10%	\$	per Check			\$	per Check			\$	per Check				

\* Does not apply to Bundled Debit Pricing.

A You will be charged the Discount Rate above plus Card Organization Dues/Assessments and the current Interchange Rate at the time you process your transaction. Interchange Rates are variable and are determined by how your transactions clear Interchange. Please see your Interchange Schedule for Interchange Rates and Dues/Assessments, and the Interchange Qualification Matrix for interchange qualification criteria as of the date of this Application. The Interchange Rates and Dues/Assessments are subject to change.

\*\* An Inbound fee of 0.40% will be applied on any charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries except Education in the following categories: Sporting & Recreation Camps (MCC 7933), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8361). 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a charge for which the Card is not presented at the point of purchase (e.g. Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail key-entered, Restaurant key-entered and Travel Agencies/Tour Operators key-entered programs.

Debit Fees (Please Check Only One)	PIN Debit Trans Fee	Bundled Debit Discount Rate	Bundled Debit Sales/Returns Trans Fee	
<input type="checkbox"/> Bundled Debit		%	\$	(Bundled Debit applies to VMC/Disc Non-PIN and PIN Debit transactions)
<input checked="" type="checkbox"/> Unbundled Debit	\$ <b>0.20</b>			(Unbundled Debit applies to PIN Debit only)

\*Plus the applicable PIN Debit Network fees.

**MERCHANT PROCESSING APPLICATION AND AGREEMENT**

(Page 2 of 3)

DBA Name: **CITY OF DIAMONDHEAD-FEES**

Loc. **4** of **4**

**FEE SCHEDULE**

<b>Start-Up Fees (One-Time Charge)</b> <b>Non-Taxable Fees:</b> Application Fee (Non-Refundable) (32I) \$ _____ Reprogramming Fee (31A) \$ _____ Debit Set-Up Fee (31B) \$ _____ Miscellaneous Fee (31J) \$ _____ *Equipment Purchase (ACH) \$ <b>0.00</b> Other: _____ Total Amount \$ <b>0.00</b> w/o tax <i>*You will be charged the applicable State/City/Local Sales Tax.</i>		<b>Compliance Service Fees</b> <input type="checkbox"/> Annual Fee (42F) \$ _____ or <input type="checkbox"/> Quarterly Fee (33R) \$ _____ Non Receipt of PCI Validation Fee (42G) \$ <b>19.95</b> (Billed Monthly if PCI Validation is not received within 90 days.)		<b>Mobile Pay</b> FD Mobile Pay Setup Fee (80I) \$ _____ FD Mobile Pay S-User Monthly Fee (80J) \$ _____ FD Mobile Pay M-User Monthly Fee (398) \$ _____	
<b>Billed Monthly Fees (If Applicable)</b> Business Advantage Pkg (40F) \$ _____ Minimum Processing Fee (854) \$ _____ Client/Line*/Merchant Insider/EIDS (32R) \$ _____ <b>Statement Delivery</b> <input checked="" type="checkbox"/> Electronic (Default) \$ <b>Free</b> <input type="checkbox"/> Paper Fee (Per Outlet) (240) \$ _____		<b>Internet</b> <b>Start-Up Fees</b> Internet Set-Up Fee (30R) _____ FEE PER TID \$ _____ x # OF TIDS = TOTAL \$ _____ <b>Billed Monthly Fees</b> GGe4 (40A) _____ FEE PER TID \$ _____ x # OF TIDS = TOTAL \$ _____ Internet Service Fee (394) _____ FEE PER TID \$ _____ x # OF TIDS = TOTAL \$ _____ Global ePricing MC/Visa Service Fee (887, 888) _____ % NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions. <b>Trans /Other Fees</b> Internet/PDGG, MC, V, Amex, Dis, (83R, 84R, 86L, 87I, 435, L18, OFC) \$ _____		<b>Other Fees*</b> Chargeback Fee (205, 725, 20L) \$ _____ MC Cross Border Fee USD (805) \$ <b>0.65</b> % Visa Int'l Service Fee (22A) \$ <b>0.85</b> % MC/V/Discover Network/American Express* Voice Auth (10B, 10E, 10K, 10C) \$ <b>0.75</b> EBT (18E, 18I, 02K, 18H) \$ _____ AVS (405, 406, 407, 408, 07A, 07B, 07C, 079) \$ <b>0.10</b> TransArmor Token & Encryption/Token Only (12E, 12G) \$ <b>0.00</b> ACH Reject Fee (40T) \$ <b>25.00</b> Batch Settlement Fee (227) \$ _____ MC/V/Discover Access Fee (508, 804, 528) \$ <b>0.0315</b> MC License Volume Fee (918) \$ <b>0.019</b> % Other: _____ \$ _____ *Please note that you may be charged, if applicable, additional Card Organization pass through fees and costs for your transactions as described in the Interchange Qualification Matrix.	
<b>Optional Services (If Applicable)</b> Wireless Access Fee (80J) _____ FEE PER TID \$ _____ x # OF TIDS = TOTAL \$ _____ (Per Active Terminal ID on Approval)		Platinum Service Program (Free for First 60 Days) (40C) \$ _____ Other: _____ \$ _____			

**Notes: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.**

**VISA/MC/DISCOVER/AMEX ONE POINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGE (Based on Transaction Volume)**

NOTE that upon approval, you will be able to accept all MasterCard, Visa and Discover Network Credit and Non-PIN Debit Cards. If you do not want to accept all Cards, please visit our website for other options that may be available to you.

(Please check ONLY one)	<input type="checkbox"/> 2-Tier				<input type="checkbox"/> 3-Tier				<input type="checkbox"/> Flat / Discount Rate		<input checked="" type="checkbox"/> IC Plus*	
	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Non-PIN Debit*	Credit	Non-PIN Debit*
MC/V/Disc Qualified Rate	%	\$	%	\$	%	\$	%	\$	%	%	0.25 %	0.25 %
MC/V/Disc Mid-Qualified Rate												
MC/V/Disc Non-Qualified Rate	%	\$	%	\$	%	\$	%	\$				
MC/V/Disc Per Item Fee									\$	\$	\$ 0.20	\$ 0.20
Non-Qualified Surcharge Fee									(plus Non-Qual Interchange Fee, see Section 18.1 of the Program Guide). Applies to non-qualified MC, V, Disc Credit and/or non-PIN Debit trans.			
Amex OnePoint Discount Rate**	%				%				%	%		
Amex OnePoint Prepaid Discount Rate**	%				%				%	%		
Amex OnePoint Trans Fee	\$				\$				\$	\$		
Amex OnePoint Prepaid Transaction Fee	\$				\$				\$	\$		
TaleCheck* Electronic Check Acceptance Warranty		% per Check		% per Check		% per Check		% per Check		% per Check		% per Check
*Dec. Risk Surcharge 0.10%		\$		\$		\$		\$		\$		\$

\* Does not apply to Bundled Debit Pricing.  
 A You will be charged the Discount Rate above plus Card Organization Dues/Assessments and the current Interchange Rate at the time you process your transaction. Interchange Rates are variable and are determined by how your transactions clear interchange. Please see your Interchange Schedule for Interchange Rates and Dues/Assessments, and the Interchange Qualification Matrix for interchange qualification criteria as of the date of this Application. The Interchange Rates and Dues/Assessments are subject to change.  
 \*\* An inbound fee of 6.48% will be applied on any charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 821), Colleges, Universities, Professional Schools (MCC 828), and Child Care Services (MCC 835). 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail key-entered, Restaurant key-entered and Travel Agencies/Tour Operators key-entered programs.

Debit Fees (Please Check Only One)	PIN Debit Trans Fee	Bundled Debit Discount Rate	Bundled Debit Sales/Returns Trans Fee	
<input type="checkbox"/> Bundled Debit		%	\$	(Bundled Debit applies to V/MC/Disc Non-PIN and PIN Debit transactions)
<input checked="" type="checkbox"/> Unbundled Debit	\$ 0.20			(Unbundled Debit applies to PIN Debit only)

\*Plus the applicable PIN Debit Network fees.