



HAMBURG CITY COUNCIL AGENDA

OCTOBER 11, 2016

1. **Call City Council Meeting to Order at 7:00**
 - **Pledge of Allegiance**

2. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*

3. **Agenda Review (Added Items) and Adoption**

4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Minutes for September 13, 2016**
 - **Approve Gambling Permit for Hamburg Lions Club (November 18, 2016)**
 - **Delinquent Utility Bills Report**

5. **Fire Department Report – Chief Justin Buckentin**
 - **HFDRA Pension**
 - **HFD Office Bids**
 - **AFG Grant (Engine)**
 - **HFDRA Steak Fry**

6. **Wendell Stuewe**
 - **Public Nuisance (153 Jacob Street Garage)**

7. **David Watts – US Solar Corporation**
 - **Community Solar Garden**
 - **Contract (Cost Savings)**

8. **Old City Business (Memo)**
 - **County Road Maintenance Agreement (Carver County)**
 - **Wm. Mueller & Sons Property (Parcel 45.0283000)**
 - **City Shop Foundation Repairs**

9. **Public Works & Utilities Report**
 - **Water/Wastewater Services**
 - **Public Works**



***HAMBURG CITY COUNCIL AGENDA
OCTOBER 11, 2016***

10. City Clerk/Treasurer Report

- **Move November City Council Meeting**
 - **November 15th @ 7:00 PM**
- **Banyon Utility Billing Training**
- **GovPayNet Contract**
 - **Approve Contract**

**11. Approve Payment of September 2016 Added Claims (\$4,029.62)
Approve Payment of October 2016 Claims**

12. City Council Reports

- **Councilmember Richard Odoms (Water/Sewer)**
- **Councilmember Bob Gregonis (Streets)**
- **Councilmember Chris Lund (Parks)**
- **Councilmember Steve Trebesch (Buildings)**
- **Mayor Richard Malz**

13. Adjourn City Council Meeting



***HAMBURG CITY COUNCIL AGENDA
OCTOBER 11, 2016***

COMMUNITY HALL & PARK ACTIVITIES

OCTOBER

- 1 – Wedding Reception**
- 8 – Wedding Reception**
- 15 – Wedding Reception**
- 22 – Wedding Reception**
- 29 – Wedding Reception**

NOVEMBER

- 5 – Wedding Reception**
- 18 – Hamburg Lions Fall Bingo**
- 19 – Wedding Reception**

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

OCTOBER

- 1 – HFDRA Steak Fry**
- 3 – HFD Training**
- 3 – Hamburg Lions Club (YA Twp. Room)**
- 5 – Beverage Server Training – 7:00 PM**
- 11 – Young America Township Meeting**
- 11 – Hamburg City Council Meeting – 7:00 PM**
- 17 – Hamburg Lions Club**
- 22 – Community Center Rental**
- 26 – Wm. Mueller & Sons**
- 31 – Halloween**

NOVEMBER

- 1 – Hamburg Fire Dept. (Relief Association) Meeting**
- 7 – Hamburg Lions Club (YA Twp. Room)**
- 7 – HFD Training**
- 8 – General Election (Don't Forget to Vote)**
- 15 – Hamburg City Council Meeting – 7:00 PM**
– Young America Township Meeting
- 21 – Hamburg Lions Club**
- 24 – Community Center Rental**
- 24–25 – Thanksgiving Holiday (City Offices Closed)**
- 28 – Hamburg Fire Dept. (Relief Association) Meeting**

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Hamburg Lions Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 605 Robert Ave.

City: Hamburg State: Mn Zip: 55339 County: Carver

Name of Chief Executive Officer (CEO): BRUCE GRUENHAGEN

Daytime Phone: 952-270-2377 Email: bruce-gruenhagen@yahoo.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Hamburg Community Hall

Address (do not use P.O. box): 351 Henriette Ave.

City or Township: Hamburg Zip: 55339 County: carver

Date(s) of activity (for raffles, indicate the date of the drawing): november 18 2016

Check each type of gambling activity that your organization will conduct:

Bingo* Paddlewheels* Pull-Tabs* Tipboards*

Raffle (total value of raffle prizes awarded for the calendar year: \$ _____)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 2 Oct 16
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status, and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

CITY OF HAMBURG
Clerks Office - (952) 467-3232 TDD 1-800-627-3529
181 Broadway Ave.
Hamburg, MN 55339

MUNICIPALITY
FILE COPY

June 14, 2016

Mr. Steve Buckentin
153 Jacob Street
Hamburg, MN 55339

RE: Property Maintenance

Dear Mr. Buckentin:

This letter is in regards to the unfinished siding on the garage that was moved onto your property in 2011. It has come to our attention that the siding remains unfinished.

Hamburg City Ordinance 93.21 Building Maintenance and Appearance states:

- (A) Declaration of nuisance. Buildings, fences and other structures that have been so poorly maintained that their physical condition and appearance detract from the surrounding neighborhood are declared to be public nuisances because they (a) are unsightly, (b) decrease adjoining landowners and occupants' enjoyment of their property and neighborhood, and (c) adversely affect property values and neighborhood patterns.
- (B) Standards. A building, fence or other structure is a public nuisance if it does not comply with the following requirements: (1) No part of any exterior surface may have deterioration, holes, breaks, gaps, loose or rotting boards or timbers.

In addition, the building code requires that all materials be installed according to manufacturer's requirements. To our knowledge there is not a water-resistive barrier that is not required to be covered either before it is damaged or within six months of installation. The water resistive barrier on the shed located on your property has been exposed for longer than that time. Please consult your manufacturer's installation requirements to determine if the product will need to be replaced.

The City is requesting that the re-side on the garage be completed no later than **July 20, 2016**. A building permit will be required for this work.

Please call us at 952-442-7520 if you have any questions regarding the requirements of this letter.

Sincerely,



Scott Qualle
Building Official

cc: Municipal Property File



- Mail
- Calendar
- Contacts
-
- Deleted Items (4)
- Drafts
- Inbox
- Junk E-Mail
- Sent Items
- Click to view all folders
- Bertelsen
- Bertelsons
- Bills
- Council Meeting
- Election 2016
- FD
- Hall
- Jeremy
- Odoms
- Pictures for notes
- Manage Folders...

Reply
 Reply to All
 Forward
 Move
 Delete
 Close

Training Information

support@banyon.com [support@banyon.com]

Sent: Tuesday, September 27, 2016 1:19 PM

To: Deputy Clerk

Good Afternoon Tamara,

Here is the outline of the different training options that you requested.

Training Option #1: Banyon employee comes to your office
\$400/day + Banyon employee expenses, if 400 miles round trip from Banyon home office

Training Option #2: City employee comes to Banyon office (Located in Burnsville, MN)
\$200/day

Training Option #3: Glance training
\$75/hour

A full day of training is 5 hours of training, plus an hour lunch. A Glance training session is usually scheduled in blocks of 2 hours over as many days as necessary. Glance trainings are easiest to schedule for a supplemental training or a question/answer session. They are also beneficial for a smaller city office that may not be equipped to have an employee out of the office or tied up for a full day.

As I mentioned on the phone, if you have further questions or would like us to send you a proposal, please give us a call.

Thank you,

Banyon Data Systems

1-800-229-1130



GOVPAYNET[®]

The Simple Way To Pay

WHO WE ARE

GovPayNet[®] is a service-oriented processor of Administrative, Civil, Tax, Utility and Other Payments made by credit, debit and prepaid debit cards to government agencies. More than 2,000 agencies in more than 40 states rely on GovPayNet to process their payments.



PAYMENT OPTIONS

GovPayNet accepts the major card brands, so cardholders can use their preferred payment card – credit, debit or prepaid debit.



PAYMENT SERVICES

GovPayNet provides a convenient way to make timely payments on a variety of obligations including:



Administrative & Civil Payments



Real Estate & Property Taxes



Business Taxes

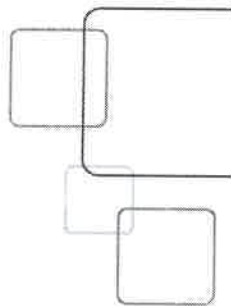


Utility Payments

We developed our approach in the high-demand field of bail processing – feel free to have your law enforcement colleagues contact us to find out what the GovPayNet difference can mean to them.

HOW TO PAY

GovPayNet allows cardholders multiple payment options, paying onsite, online or by phone – 24 hours a day, 7 days a week, 365 days a year, all by secure electronic means. GovPayNet is an accredited Better Business Bureau Company. **Check out our A+ rating at BBB.org.**



GOVPAYNET ADVANTAGES TO CARDHOLDERS

THE SIMPLE WAY TO PAY

GovPayNet® offers cardholders a quick and convenient way to make payments when it matters most. From administrative and civil fees to property taxes to business taxes to utility bills, GovPayNet makes it easier than ever for cardholders to take care of their public obligations.

- Quick and convenient processing of payments 24 hours a day, 7 days a week, 365 days a year
- The major card brands accepted, so cardholders can use their preferred payment card – credit, debit or prepaid debit
- Cardholders have multiple options, paying onsite, online, or by phone, with payments confirmed by printout or email
- Fully-staffed, bilingual call center with live operators who can process payments AND handle cardholders' questions about their payments
- An all-Internet, PCI Level 1-rated technology, the highest security rating available, so transactions are safe and secure
- What's more, GovPayNet has the ability to combine multiple payers and/or multiple cards into a single payment



CONSUMERS PREFER ELECTRONIC PAYMENTS

In the U.S., card use is on a dramatic up-swing for payments. According to a 2010 Federal Reserve Payments Study, over half of all noncash payments were made by a credit, debit or a prepaid debit card. Prepaid cards are also the fastest growing type of noncash payment, according to these remarkable findings:

- Six out of ten consumers will use a credit, debit or prepaid debit card in any given month to pay bills, according to the Federal Reserve's Survey of Consumer Payment Choices
- Nearly 50 percent of consumers use a credit, debit or prepaid debit card in any given month to make online payments
- There were 1.3 billion prepaid card transactions in 2009, an increase of over 400% from 2006



GOVPAYNET ALLOWS YOUR CUSTOMERS TO PAY THE WAY THEY PREFER – VIA CREDIT, DEBIT OR PREPAID DEBIT CARD.

GOVPAYNET ADVANTAGES TO GOVERNMENT

EFFICIENCY AND FLEXIBILITY

Multiple Fee Options – The GovPayNet payment processing solution is provided at **no cost** to government agencies, although we also support flexible pricing models including options for agencies to absorb the service fee otherwise collected from cardholders.

No Operating Costs – The GovPayNet system is a fully Internet-based solution, so there are no hardware or software costs, and no costs for training.

Chargebacks “On Us” – Once a payment is made, it’s final. For added convenience, GovPayNet handles all reversals, chargebacks, re-presentments, and consumer disputes.

HELP FOR YOUR STAFF WHERE AND WHEN IT COUNTS

Lower Costs – Save staff time through improved and expanded payer self-service opportunities.

Fast Payment Processing – GovPayNet’s all-Internet system processes a requested payment on average in as little as **just over one second**.

Electronic Settlement – GovPayNet direct deposits funds for the prior day’s activity on the next banking day.

Flexible System – The GovPayNet solution can be implemented without system integration, but can also integrate with nearly any existing business accounting or cashiering system.

Online Reporting & Tracking – GovPayNet provides access to online reporting and tracking tools so agencies always know the status of payments and deposits **in real time**.

Payment Access 24/7 – GovPayNet can process payments around the clock.

SO MANY WAYS TO PAY

On-site with Gov\$wipe®:

- Our Internet-based, countertop payment solution
- Automates data entry during payment
- Easy set-up, connects to Internet-enabled computer via USB
- No phone line or power source needed

Online:

- GovPayNow.com
- Agency-specific landing pages and agency search functionality make it easy for payers to make online payments at their convenience

By Phone:

- 1-888-604-7888 Payment Hotline
- Fully-staffed, bilingual call center with **Live Operators** to take payments and handle cardholder questions about their payments



To learn more about how your agency can benefit from GovPayNet:

Call: 1-888-561-7888

Email: info@govpaynet.com sales@govpaynet.com marketing@govpaynet.com

Visit Us Online: www.GovPayNet.com

GOVPAYNET SERVICE FEE SCHEDULES

Non-Criminal Justice #1

© 2012 Government Payment Service, Inc.

NON-CRIMINAL JUSTICE PAYMENTS - #1

| Service Fees for Payments made via Internet (Web/ Gov\$wipe [®]) | | | | Service Fees for Telephone-Assisted Payments (Call Center/Live Agent) | | | |
|--|--|--|--|---|--|--|--|
|--|--|--|--|---|--|--|--|

| Transaction Range | | Service Fee Amount | Transaction Range | | Service Fee Amount | | |
|-------------------|---|--------------------|-------------------|----------|--------------------|----------|---------|
| \$0.01 | ➤ | \$50.00 | \$1.50 | \$0.01 | ➤ | \$50.00 | \$5.50 |
| \$50.01 | ➤ | \$75.00 | \$1.75 | \$50.01 | ➤ | \$75.00 | \$5.75 |
| \$75.01 | ➤ | \$100.00 | \$3.00 | \$75.01 | ➤ | \$100.00 | \$7.00 |
| \$100.01 | ➤ | \$150.00 | \$5.00 | \$100.01 | ➤ | \$150.00 | \$9.00 |
| \$150.01 | ➤ | \$200.00 | \$7.00 | \$150.01 | ➤ | \$200.00 | \$11.00 |

For each additional increment of \$50.00, or portion thereof, add \$1.75.

For each additional increment of \$50.00, or portion thereof, add \$1.75.



GOVPAYNETSM

The Simple Way To Pay



PARTICIPATION AGREEMENT

| | |
|-------------------------|---|
| Name: _____ | Government Payment Service, Inc. ("GPS") |
| Address 1: _____ | 7102 Lakeview Parkway West Drive |
| Address 2: _____ | Indianapolis, Indiana 46268 |
| Address 3: _____ | Phone: (866) 564-0169 |
| City: _____ | Facsimile: (888) 665-4755 |
| State: _____ ZIP: _____ | Email: accountservices@govpaynet.com |

1. Services. The above entity ("Participant") authorizes GPS to process on its behalf credit, debit, and prepaid debit card transactions through the Visa, MasterCard, Discover, and American Express payment systems for the payment types specified by Participant under this Participation Agreement ("Agreement").

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement and shall continue for five years, automatically renewing for additional one year periods. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days' notice to GPS; (ii) by GPS upon 30 days' notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Service Fees. GPS shall apply the service fees listed in any fee attachment to this Agreement in performing its processing services. Such service fees are non-refundable and are the cardholder's responsibility unless otherwise stated in such attachment. GPS may modify cardholder fees at its sole option, providing Participant with notice of such modification and a revised attachment reflecting modified fees prior to imposing a new fee structure.

4. Chargebacks. Participant shall have no liability for chargebacks. GPS shall be responsible for handling all transaction disputes associated with cardholders' use of cards to make payments to Participant through GPS, for asserting or choosing not to assert any challenges to chargeback claims, and for any resulting chargeback liability. All payments will be considered no longer subject to chargeback more than 180 days after authorization.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each

party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that GPS will (i) provide services in a non-discriminatory manner and not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or any other legally protected class; (ii) comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it processes; and (iii) in accordance with Payment Card Industry Data Security Standards Requirement 12.9, maintain proper security and responsibility for cardholder data while it is in GPS's possession.

6. Indemnification and Disclaimers. GPS shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, and expenses including reasonable attorney fees and defense costs relating to death or bodily injury or damages to physical property directly resulting from GPS's performance under this Agreement. **GPS LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH THIS AGREEMENT.**

7. Independent Contractor. GPS shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

9. Notices. All notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note "Attention: Account Services). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

10. Miscellaneous. GPS shall be responsible for the payment of all taxes legally imposed upon its services. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited

to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state of Indiana. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

11. Completeness & Execution. Participant has read, understands, and accepts those Terms of Use located at www.govpaynet.com/termsfuse that relate to Participant (not all Terms of Use will apply to Participant). This Agreement, including applicable Terms of Use, and its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter hereof. This Agreement may not be altered, amended or modified except in a writing incorporated therein and signed by the parties, provided, however, that GPS may revise this Agreement if required to comply with law, regulation, or card industry rules and GPS provides prompt notice to Participant of such change(s). This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute a single instrument. All electronically imaged signed counterparts to this Agreement shall be deemed as valid as originals for all purposes.

GOVERNMENT PAYMENT SERVICE, INC.

(PARTICIPANT)

Signature

Printed Name & Title

Date

Mark E. MacKenzie
President & Chief Executive Officer

Date