



**COUNTY OF DARE**  
PO Box 1000, MANTEO, NC 27954

**DARE COUNTY BOARD OF COMMISSIONERS**

Dare County Administration Building  
954 Marshall C. Collins Dr., Manteo, NC

**Monday, October 21, 2019**

**“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”**

**AGENDA**

- 5:00 PM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Public Comments
- ITEM 3**      Public Hearing 5:30 pm on Proposed Text Amendment to C-3 Commercial Zoning District
- ITEM 4**      Capital Improvements Planning Committee Recommendations COA Project
- ITEM 5**      Consent Agenda
- 1. Approval of Minutes
  - 2. NC Governor's Highway Safety Program (GHSP) Local Government Resolution
  - 3. Tax Collector's Report
  - 4. Schedule of Meeting Dates for 2020
  - 5. OpenEdge applications and agreements for online payment services (Card and eCheck) for Tax and Water.
  - 6. Request for Addition to State Maintained Secondary Rd. System Caribbean Way
- ITEM 6**      Board Appointments
- 1. Veterans Advisory Council
  - 2. Dare County Center Advisory Board
  - 3. Juvenile Crime Prevention Council
- ITEM 7**      Commissioners' Business & Manager's/Attorney's Business

**ADJOURN UNTIL 9:00 A.M. ON NOVEMBER 4, 2019**



*Opening Remarks - Chairman's Update*

**Description**

Dare County Chairman Robert Woodard will make opening remarks.

**Board Action Requested**

Informational Presentation

**Item Presenter**

Chairman Robert Woodard



*Public Comments*

**Description**

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

Comments can be made at the Commissioners Meeting Room in Manteo or through an interactive video link at the Fessenden Center Annex in Buxton.

Commissioners Meeting Room - Administration Building, 954 Marshall Collins Drive, Manteo  
Video Link - Fessenden Center Annex, 47017 Buxton Back Road, Buxton

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Public Hearing on Proposed Text Amendment to C-3 Commercial Zoning District*

**Description**

Earlier this month the Board scheduled a public hearing on a proposed text amendment submitted by Brent Johnson to amend the C-3 Commercial Zoning district. Mr. Johnson is seeking the addition of commercial storage yards as a permitted use in the C-3 commercial zoning district. A staff memo, draft motion, and finding of consistency are attached.

**Board Action Requested**

Conduct public hearing and approval of text amendment to the C-3 Commercial Zoning District as recommended by the Planning Board.

**Item Presenter**

Noah H Gillam, Assistant Planning Director

PLANNING DEPARTEMNT STAFF REPORT

DATE: October 21, 2019 DCBC MEETING

FROM: Noah Gillam, Assistant Planning Director

RE: PUBLIC HEARING – Brent Johnson --Text Amendment to C-3 Commercial District

Earlier this month the Board scheduled a Public Hearing on a zoning text amendment to the C-3 Commercial district submitted by Brent Johnson. The C-3 district applies to portions of Roanoke Island, Avon, and Buxton. Mr. Johnson is seeking the addition of Commercial Storage Yards to the list of uses offered in the areas zoned C-3. The Dare County Zoning Ordinance defines commercial storage yards as follows: An open site that provides space for a fee for the storage of boats and boat trailers; recreational vehicles, travel trailers, and campers; automobiles; utility trailers; contractors' towable storage trailers, and similar types of vehicles and equipment. This does not include the dry-stack storage of boats. The current permitted uses in the C-3 already allow for uses that are more intensive, including boat engine repair and maintenance and vehicle storage impoundment facilities.

If adopted, the text amendment would apply to all areas zoned C-3 Commercial. Mr. Johnson currently operates a business on a C-3 parcel. The site offers a large fenced in area in rear that would accommodate the commercial storage yard. Mr. Johnson has provided a letter from the owners of the property granting him permission to operate such commercial storage yard provided the text amendment is approved. I have included a copy of the letter for the boards review.

Staff recommends using language that is currently used in the Skyco Neighborhood Commercial district that allows for Commercial Storage Yards. The following language is recommended:

*Permitted Uses:*

*Commercial storage yards as defined in Section 22-2 provided the following conditions are met:*

*a. Storage areas shall be enclosed with fencing for security purposes. Such fencing shall be at least 6 feet in height but shall not exceed 10 feet in height. The security fencing shall be maintained as needed by the property owner.*

*b. A vegetative buffer in addition to the security fencing shall be installed and perpetually maintained where the storage yard abuts a residential zone or a residential use to the side or the rear of the site. The vegetative buffer shall be of a sufficient size and height to effectively buffer the site from the abutting residential zone or residential use. A plan detailing the type, size, and species of vegetation proposed for use as a buffer shall be provided to the Zoning Administrator for review and approval. Existing on-site vegetation may be used if deemed to be sufficient by the Zoning Administrator.*

*c. There shall be no storage of inoperable or junked vehicles and equipment; unoccupied mobile (manufactured) homes; unattached flatbed trailers or container-type trailers designed for connection to tractor-trailer trucks; or large pieces of equipment used in dredging operations, road construction, and other industrial uses. Any vehicle or trailer stored on the site shall have a valid license plate and/or valid owner registration.*

*d. No recreational vehicles, travel trailers, or campers stored on the site shall be occupied or used for habitation while stored at the site.*

*e. All vehicles and equipment stored on the site shall be locked, enclosed or otherwise fashioned to such an extent that it is impossible for a child to obtain access or be entrapped in such vehicle or equipment.*

*f. There shall be no bulk storage of fuel, paint, or other combustible or hazardous materials at the site.*

The commercial development policies from the 2009 Land Use Plan are attached. The Planning Board reviewed this request on September 9, 2019 and voted to recommend favorable action and found the request to be consistent with the Dare County Land Use Plan. However, any zoning amendment request can be denied based on public input even if the request is determined to be consistent with the land use plan. Consistency with land use plans is just one aspect of the review process for zoning amendments.

The property has been posted and adjoining property owners notified of the requested amendment. To date, we have not received any public comments.

Following the close of the public hearing, the Board will be in a position to act on the requested amendment. I have included draft motions for the Board's consideration:

Motion to adopt: "I move that the C-3 Commercial zoning district text amendment for Brent Johnson be adopted as recommended by the Planning Board. A finding of consistency is also adopted as part of this motion and this consistency statement shall be part of the public record."

Motion to deny zoning amendment request based on public input: "I move that the C-3 Commercial zoning district text amendment for Brent Johnson not be adopted due to concerns (insert issues identified by public) expressed by the neighborhood about the proposed revision".

## ZONING AMENDMENT CONSISTENCY DETERMINATION

On October 21, 2019, the Dare County Board of Commissioners considered a zoning text amendment application submitted by Brent Johnson. This zoning amendment application seeks to amend the C-3 Commercial district to allow commercial storage yards as a permitted use.

The 2009 Dare County Land Use Plan is the comprehensive plan for unincorporated Dare County adopted by the Dare County Board of Commissioners on December 6, 2010.

A review of the Dare County Land Use Plan found the following policies to be applicable to the zoning text amendment:

### Land Use Compatibility Management Topic

#### Policy # LUC # 5

*Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.*

*Implementation Strategy for LUC #5 – Inventory of older existing commercial businesses and consideration of zoning amendment to ensure their replacement or repair in the event of damage from a natural disaster.*

#### Policy #LUC 6

*Policy #LUC6 Commercial development should be designed to meet the needs of Dare County's unincorporated village and not serve as regional commercial centers. The gross floor area limitations of the Dare County Zoning Ordinance and other applicable land use codes shall be used as a tool to manage the footprint of commercial structures. The goal is to manage the size of commercial structures, which serve as a disincentive for regional commercial centers for location in villages.*

On September 9, 2019 the Dare County Planning Board voted to recommend favorable action on the zoning amendment and found the amendment to be consistent with the 2009 Dare County Land Use Plan.

Based on a review of the Dare county Land Use Plan and the consistency statement of the Planning Board, the Board of Commissioners also finds the proposed C-3 Commercial amendment to be consistent with the 2009 Land Use Plan. The Planning Board and Board of Commissioners acknowledge the intent of the C-3 Commercial district is to provide for the development of commercial facilities to furnish a broad range of services and commodities to serve the entire community. The C-3 Commercial district already permits uses that are similar in nature to the requested amendment and some that are more intensive.

The Dare County Board of Commissioners hereby adopts the C-3 Commercial zoning text amendment submitted by Brent Johnson.

## Dare County, NC Code of Ordinances

**SECTION 22-26 - C-3 COMMERCIAL DISTRICT**

The following regulations shall apply to the C-3 commercial district:

**(a) Intent.** The C-3 district is established to provide for the development of commercial facilities to furnish a broad range of services and commodities to serve the entire community.

**(b) Permitted uses.** The following uses shall be permitted by right:

(1) All permitted uses allowed within the C-2 general commercial district. The maximum dwelling density for multifamily structures shall not exceed six units per acre south of Oregon Inlet and shall not exceed eight units per acre north of Oregon Inlet. These density standards were amended by the Dare County Board of Commissioners on December 3, 2003 from the previous dwelling density of 10 units per acre to the 6/8 standard.

- (2) Automobile sales and service.
- (3) Indoor recreation activities.
- (4) Building supply and equipment sales.
- (5) Plumbing supply and equipment sales.
- (6) Cabinet and woodworking shops.
- (7) Bus terminals.
- (8) Building contractors offices and storage areas.
- (9) Farm machinery supplies, sales and repairs.
- (10) Mobile home or recreational vehicle display and sales.
- (11) Boat display and sales.
- (12) County owned or leased facilities.
- (13) Boat engine repair and boat maintenance. (Adopted 5-2-2011)

**(c) Conditional Uses.** The following conditional uses shall be permitted, subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

(1) Automobile service stations; provided that no principal or accessory building shall be located within fifty feet of a residential use or district, that there shall be not storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be nearer than twenty-five feet to any right-of-way.

- (2) Public and private utility facilities.
- (3) Seafood market.



**(4) Outdoor recreation activities.** Outdoor recreation activities, including amusement parks, rides and other similar activities, may be permitted subject to other requirements of this chapter and provided the following conditions are met:

**a.** The site shall not be located closer than 500 feet to any land suitable for development and zoned residential.

**b.** Paved parking shall be provided at the rate of one parking space per 200 square feet of principal use ground area plus one for each two employees.

**c.** Holding lanes shall be provided on the site for automobiles entering and leaving the site to minimize traffic congestion on public roads.

**d.** Lighting shall be arranged and shielded so that light and glare is directed away from surrounding property.

**e.** Loudspeakers or sound amplification devices which are audible over 100 hundred feet from the site shall not be permitted.

The entire site shall be buffered by dense vegetative planting or natural vegetation not less than eight feet in height and ten feet in width. Suitable plant types for a site not containing natural vegetation shall be those recommended for the coastal area by the U.S. Department of Agriculture, such as Japanese Pine, Bayberry, Wax Myrtle or other types, which will reach a matured growth of eight to ten feet within three years.

**(5) Biodiesel fuel production,** subject to the following conditions and additional regulations and requirements imposed by the Dare County Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

**a.** A structure, of suitable size to house all production equipment shall be approved by the Dare County Health Department, Building Inspector and Fire Marshal;

**b.** All production facilities including structures, storage tanks, equipment and other appurtenances shall conform with setbacks established for primary use structures;

**c.** Verification from the U.S. Environmental Protection Agency, and all other applicable agencies, shall be submitted to indicate that all environmental requirements have been met;

**d.** The facility shall be registered with the North Carolina Department of Revenue;

**e.** The developer shall verify that production waste will be disposed of with a suitable disposal service or facility;

**f.** Reactor size shall not exceed a 700 gallon capacity. Assurance of reactor size shall be provided by the manufacturer and/or registered engineer;

**g.** Fuel production shall not exceed 500 gallons per week;

**h.** A 5 foot wide vegetative buffer is required along those property boundaries adjacent to a residential use or district; and

**i.** A 15 foot wide, improved access shall be provided to the site. (Adopted 12-1-2008)

**(6) Vehicle storage impoundment facility** provided the following conditions are met:

**a.** Vehicles shall only be stored on a short-term basis which is defined as 60 consecutive days

for the purpose of this regulation.

b. A vehicle storage impoundment facility shall be located on a site no greater than 40,000 square feet in area.

c. Storage areas shall be enclosed with fencing for security purposes. Such fencing shall be 8 feet in height. If chain link fencing is approved for use by Dare County, then such fencing shall include slatting within the fence openings in the same color as the fence material. The security fencing shall be maintained as needed by the property owner. Solid fencing may be required by Dare County as determined during conditional use review of the site based on the existing land uses adjacent to the proposed vehicle storage impoundment facility.

d. A vegetative buffer in addition to the security fencing shall be installed and perpetually maintained where the storage yard abuts a residential zone or a residential use to the side or rear of the site. The vegetative buffer shall be of a sufficient size and height to effectively buffer the site from the abutting residential zone or residential use. Existing vegetation may be used if of sufficient size to effectively buffer the site. If existing vegetation cannot be used, then a plan detailing the type, size and species of vegetation proposed for use as a buffer shall be provided to the Zoning Administrator for review and approval. The vegetative buffer shall be maintained as needed by the property owner. Solid fencing of wood or other solid materials may be required by Dare County.

e. All vehicle storage areas and buffers shall be located a minimum distance of 100 feet from the front property line of any property that abuts US Highway 64 on Roanoke Island or abuts NC 12 Highway on Hatteras Island shall be established. All other sites that do not abut these highways shall be subject to the front yard setback of 15 feet as established for the C-3 district.

f. All vehicles stored on the site shall be locked, enclosed or otherwise secured to such an extent that it is impossible for a child to obtain access or be entrapped in a vehicle.

g. The location of all proposed light fixtures shall be depicted on a site plan. Lighting fixtures shall be located on the site and designed, shielded, or oriented in such a manner as to minimize light spill across property lines. No light fixture shall exceed 18 feet in height and the maximum allowable footcandle from any light fixture shall not exceed a maximum of 8 footcandles. Documentation certifying the footcandle rating of any proposed light fixtures shall be submitted with the site plan. It shall be the responsibility of the property owner to ensure that all light fixtures are maintained to ensure compliance with the footcandle rating. (Adopted 1-22-2013)

**(d) Dimensional requirements:**

(1) Minimum lot size: Commercial lots shall be of sufficient size to meet requirements of the County Health Department, to provide adequate siting for structures and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a visual buffer is required where a commercial use or zone abuts a residential use or zone.

(2) Minimum front yard: 15-feet.

(3) Minimum side yard: 10-feet; no side yards required if commercial building constructed with a common wall. An additional 5-foot yard adjacent to the street is required for a corner lot.

(4) Minimum rear yard: 20-feet.

(5) Maximum allowable lot coverage by principal use and all accessory structures: 60%.

(6) Height limitation: 35 feet.

(11-20-75, art. 7, 7.11, 2-6-78, 2, 3, 6.)

(7) Maximum gross building size: 20,000 square feet excluding decks, porches and similar non-heated space. Non-heated space including decks and porches shall not be used as retail space for the display of goods, or other commercial activities.

Group developments with a maximum area of 20,000 square feet per individual building, excluding decks and porches.

This gross building size limitation shall not apply to hotels and/or motels.

(Adopted by the Dare County Board of Commissioners on May 6, 2002)

(8) In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to May 6, 2002, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners.

(Adopted 2-19-07)

## **SECTION 22-25 -C-2 GENERAL COMMERCIAL DISTRICT**

The following regulations shall apply to the C-2 general commercial district:

**(a) Intent.** The C-2 district is established to provide for the proper grouping and development of commercial facilities to serve permanent residents and the general public.

**(b) Permitted uses.** The following uses shall be permitted by right:

**(1)** Offices, including such uses as:

- a. Business.
- b. Financial.
- c. Governmental.
- d. Medical and professional.

**(2)** Primary retail stores, including such uses as:

- a. Books.
- b. Cameras.
- c. Candy.
- d. Clothing.
- e. Craft goods.
- f. Dry goods.
- g. Drugs.
- h. Flowers.
- i. Gifts.
- j. Hardware.
- k. Hobby goods.
- l. Jewelry.
- m. Leather goods.
- n. Magazines.
- o. Musical instruments.
- p. Notions.
- q. Sporting goods.
- r. Toys.
- s. Food stores.

**(3)** Secondary retail stores, including such uses as:

- a. Antiques.
- b. Household appliances.
- c. Boat display and sales.

(4) Service establishments, including such uses as:

- a. Barber and beauty shops.
- b. Marinas.
- c. Cafeterias.
- d. Churches.
- e. Dry cleaning and laundry pick-up stations, including laundromats.
- f. Funeral homes.
- g. Motels and hotels.
- h. Parking lots.
- i. Radio and television broadcasting studios.
- j. Restaurants.
- k. Shoe repair.
- l. Theaters.
- m. Family child-care homes as defined in section 22-2. (Adopted 11-5-90)
- n. Residential child care centers as defined in section 22-2. (Adopted 11-5-90)
- o. Commercial child-care centers as defined in section 22-2. (Adopted 11-5-90)
- p. Food stands and mobile food units. (Adopted 3-19-2018)

(5) Single-family dwellings, multi-family dwellings and duplexes, according to the dimensional requirements of the R-3 residential district. (Amended 10-15-2018)

- (6) Public and private schools.
- (7) County owned or leased facilities.
- (8) Fire stations and other public buildings. (Adopted 5-16-11)
- (9) Indoor recreation uses. (Adopted 12-20-16)
- (10) Accessory dwelling units. (Adopted 10-15-2018)

**(c) Conditional Uses.** The following conditional uses shall be permitted subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

(1) Automobile service stations; provided, that no principal or accessory building shall be located within fifty feet of a residential use or district, that there shall be no storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be nearer than twenty-five feet to any right-of-way.

- (2) Public and private utility facilities.

(3) Seafood market.

**(d) Dimensional requirements.**

1. Minimum lot size: Commercial lots shall be of sufficient size to meet the requirements of the County Health Department, to provide adequate siting for structures and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a visual buffer is required where a commercial use or zone abuts a residential use or zone.

2. Minimum front yard: 15 feet.

3. Minimum side yard: 10 feet. No side yard required if commercial building constructed with a common wall. An additional 5-foot yard adjacent to the street is required for a corner lot.

4. Minimum rear yard: 20 feet.

5. Maximum allowable lot coverage by principal use and all accessory structures: 60%.

6. Height limitation: 35 feet.

7. No building or other facility, such as parking areas, incinerators, trash collection areas, etc., shall be located nearer than 50 feet to boundaries of RS-1 districts. The width of a road and its right-of-way along such boundary may be included as part of all of the 50 foot separation zone.

(11-20-75) art. 7, 7.10, 2-6-78, 3.)

8. Maximum gross building size: 20,000 square feet excluding decks, porches, and similar non-heated space. Non-heated space including decks and porches shall not be used as retail space, for the display of goods, or other commercial activities.

Group developments with a maximum area of 20,000 square feet per individual building, excluding decks and porches. This gross building size limitation shall not apply to hotels and/or motels.

(Adopted by the DCBC on May 6, 2002)

9. In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to May 6, 2002, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners.

(Adopted 2-19-07)

10. Commercial group developments constructed prior to October 20, 1992 which are served by a centralized wastewater treatment system that could not be built under the terms of this chapter by reason of restrictions on lot coverage, height, yards, location, and off-street parking shall be allowed to continue in operation subject to the following provisions:

a. No structure which is part of the commercial group development shall be enlarged, replaced, or externally altered in a manner that increases any non-conforming aspect of the structure and/or the commercial group development site. However, any such structure may be externally altered or replaced if such redevelopment activity results in a decrease of its nonconforming status. For the purposes of this section, externally altered shall not be interpreted to prevent painting of the exterior, replacement of exterior materials, or other cosmetic changes or maintenance to the structure or portions thereof. This shall not apply to interior alterations, remodeling, or other improvements made to internal portions of any structure located on the commercial group development site.

**b.** A decrease of 10% of the existing lot coverage shall be required for that portion of the commercial group development site on which the structure to be altered or replaced is located.

**c.** The off-street parking requirements of section 22-56 shall only be applied to that portion of the commercial group development

site where the structure proposed for alternation or replacement is located. No other changes in the parking ratio for the remaining structures or portions of the commercial group development shall be required as a result of the redevelopment activities.

**d.** A subdivision of the land occupied by the commercial group development may be authorized by Dare County if such subdivision of land meets the required minimum lot size in effect at the time of the proposed subdivision of the commercial group development site. Redevelopment activities on any lot created by such subdivision of land shall be subject to the provisions of subsections a. - c. above. (Adopted 1-6-14)

# CARTER-JONES COMPANIES

(A MICHIGAN CORPORATION)

8/5/19

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To Dare County,

Carter Lumber of the South, Inc, owner of 728 US Hwy 64, Manteo, NC 27954 supports Brent Johnson and Jumpmasters Trampoline Parks request to add the use of "Commercial Storage Yard" to the C-3 zoning allowable usage.

Any further questions or concerns, please feel free to contact me at the number below.

Sincerely,



Charles R. Price /Vice President  
Construction/Development  
Carter Lumber  
601 Tallmadge Road  
Kent, Ohio 44240



## Commercial Development

As noted in the previous section, residential development is the preferred pattern of development for unincorporated Dare County. However, some commercial development is necessary to provide goods and services to the local residents and our seasonal visitors. One objective established for commercial development is that such development should reflect the Outer Banks coastal heritage. In the Planning Board discussions of this issue, various alternatives were addressed and it was noted that this objective will be difficult to implement. Most often building design standards are used to establish architectural features, façade, and paint schemes. Reaching a consensus of appropriate building design standards is difficult and often faced with opposition from the business community. The importance of aesthetics as a quality of life issue and our continued appeal to seasonal visitors was stressed by the Planning Board in writing the policies for this topic.

One objective identified for this management topic was to keep commercial development on a neighborhood scale and of a scope that is not designed to attract regional markets. In 2003, the Dare County Board of Commissioners adopted gross floor limitations for the commercial zoning districts in unincorporated areas of the County. The zoning maps for Mann Harbor and Wanchese also included gross floor area limitations. In 2007, a gross floor area limitation was also adopted by the Board of Commissioners for the unzoned areas of Dare County. These gross floor area limitations should assist with the objective of neighborhood commercial development, not commercial development for regional markets

The Planning Board also noted that the 2003 policy encouraging the continued existence of locally owned businesses should be included in the 2009 update. Many of the locally owned businesses have been in operation for many years, and in some instances, before zoning regulations were adopted by Dare County. Some of the businesses may have been rendered non-conforming with the overlay of zoning regulations. Amendments to the Zoning Ordinance to address the non-conforming status of older, existing businesses should be considered to ensure the replacement or repair of non-conforming commercial structures in support of the policy for locally-owned businesses. The eclectic nature of the businesses in unincorporated Dare County, especially along the Highway 12 corridor on Hatteras Island, is part of the appeal of the Outer Banks. Creating a favorable environment for the business community will assist with the continued success of the small neighborhood shops and stores in existence today.

Another potential tool identified during the LUP update process to implement the County's objectives is amendment of the Zoning Ordinance to limit drive-thru window service at restaurants and food service businesses. Most franchise food service businesses, especially the fast-food industry, rely on drive-thru window service. An amendment to eliminate this option for food service establishments

would provide an additional layer of protection for the unincorporated areas from franchise businesses that often employ unoriginal, generic, or replicated corporate building designs that are inconsistent with the traditional architecture of the Outer Banks. In addition to the incompatibility of these franchise restaurants with existing coastal village atmosphere, there are secondary impacts such as trash, lines of waiting vehicles, and a decrease in the appeal of the neighborhood that accompany these commercial developments.

The first section of the LUP noted that the needs of the permanent population and the seasonal population vary in terms of what commercial services and goods are desired. Many of the commercial businesses in Dare County are solely focused on the provision of souvenirs and tourist-related goods to the visiting population. The proliferation of these tourist-oriented businesses was identified by a vast majority of the respondents to the Citizen Involvement Poll as an important issue of concern. This concern was also voiced at all of the public input workshops held at the beginning of the update process in 2007. Other jurisdictions have adopted building design standards to address concerns about the aesthetics of these tourist-oriented retail operations. Building design standards do not address the profusion of such retail establishments. The legality of targeting one segment of the retail market and how to do so was identified as an implementation strategy by the Planning Board. Although it may prove extremely difficult to craft an ordinance aimed at tourist-related businesses, there was a strong consensus among the Planning Board that such efforts were worthy of study and research.

*Policy LUC #5*

Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.

*Implementation Strategy:*

1. Inventory of older existing commercial businesses and consideration of zoning amendments to ensure their replacement or repair in the event of damage from a natural disaster. (2011)

*Policy LUC #6*

Commercial development should be designed to meet the needs of Dare County's unincorporated villages and not to serve as regional commercial centers. The gross floor area limitations of the Dare County Zoning Ordinance and other applicable land use codes shall be used as a tool to manage the footprint of commercial structures. The goal is to manage the size of the commercial structures, which serves as a disincentive for regional commercial centers for location in villages.

*Policy LUC #7*

Commercial businesses, regardless of size, should individualize their sites and building designs to reflect Dare County's coastal heritage. Adaptations of corporate or franchise designs to reflect our coastal character are encouraged. This is particularly applicable to the food service industry.

*Implementation Strategies:*

1. Identify amendments to the Dare County Zoning Ordinance and other land use ordinances that may be necessary to implement management objectives for residential and commercial development. This may include the elimination of drive-thru window restaurant service (but not all businesses employing drive-thru window service such as banks and pharmacies) in all commercial and S-1 zonings districts, building design standards for commercial structures, and amendments to Zoning Ordinance and Sign Ordinance as needed for commercial businesses. (2010-2013)
2. Rely on existing dimensional standards of the Dare County Zoning Ordinance for dwelling densities, lot coverage limitations, and commercial gross floor area limitations. These standards should be periodically examined relative to changes in technology for wastewater treatment, improved construction practices, market conditions, and demographic changes. (2011)
3. Study legality of regulations designed to address the proliferation of tourist-oriented retail establishments. (2011)
4. Work with East Lake residents to review zoning alternatives for this area. (2011)

**Re-development**

The redevelopment of under-utilized land or outdated structures will become more of an issue over the next few years. As the number of vacant tracts diminishes, redevelopment options will be considered by private owners. One factor that influences the redevelopment decision is federal flood regulations. The federal flood regulations require conformance and elevation to current base flood elevations if an older structure is remodeled to exceed 50% of its value. Because of this rule, some owners chose to demolish older structures and simply start again. Dare County encourages redevelopment activities and construction to utilize energy efficient construction methods.

Re-development activities shall be consistent with existing patterns and scale of development although this may prove to be difficult in some of the older subdivisions and neighborhoods that were platted and recorded in the 1970s before the current minimum lot sizes, current building codes, and flood standards.

*Policy LUC #8:*

Redevelopment of older structures shall be accomplished in a manner that is compatible with current NC building codes and federal flood insurance regulations and conforms with Dare County zoning regulations. Energy efficient construction standards are encouraged.



*Capital Improvements Planning Committee Recommendations  
College of the Albemarle Project*

**Description**

The Board will receive updates and recommendations for the College of the Albemarle project and such other updates and recommendations as may be considered necessary and relevant.

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Consent Agenda*

**Description**

1. Approval of Minutes (10.07.19)
2. NC Governor's Highway Safety Program (GHSP) Local Government Resolution
3. Tax Collector's Report
4. Schedule of Meeting Dates for 2020
5. OpenEdge applications & agreements for online payment services (Card and eCheck) for Tax & Water
6. Request for Addition to State Maintained Secondary Road System - Caribbean Way

**Board Action Requested**

Approval

**Item Presenter**

Robert Outten, County Manager



*Approval of Minutes*

**Description**

The Board of Commissioners will review and approve their previous Minutes, which follow this page.

**Board Action Requested**

Approve Previous Minutes

**Item Presenter**

Robert Outten, County Manager



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., October 7, 2019**

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman  
Rob Ross, Steve House, Jim Tobin, Danny Couch, Ervin Bateman

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Master Public Information Officer, Dorothy Hester  
Clerk to the Board, Cheryl C. Anby

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website [www.darenc.com](http://www.darenc.com).

At 9:02 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Tanta Hendricks to share a prayer, and then he led the Pledge of Allegiance to the flag.

#### **ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE**

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which can be viewed in their entirety in a video on the Dare County website.

- CIPC met last week regarding the Animal Shelter and COA additions with more information to be shared later in the meeting.
- Dare Center celebrated their 10<sup>th</sup> anniversary and since opening, in 2009, there have been 30,927 events hosted at the Center.
- FEMA Declaration received on October 4, 2019 for Hurricane Dorian. The Public Assistance Designation was approved for Brunswick, Carteret, Craven, Currituck, Dare, Duplin, Hyde, Jones, New Hanover, Pamlico, Pender, Sampson, Tyrrell and Washington Counties.
- He will be attending the Affordable Housing Conference in Raleigh today to continue the research on efficient housing for unincorporated Dare Community and surrounding areas.
- Provided a debris removal update. Roanoke and Manteo and Harbor will be started this week.

#### **ITEM 2 – PRESENTATION OF COUNTY SERVICE PIN**

Michelle Gray, received a 15-year service pin from Cpt. Trey Piland.

**ITEM 3 – EMPLOYEE OF THE MONTH – October, 2019**

Kelly McPherson, an Administrative Specialist, received the Employee of the Month award from Elizabeth Reilly. Ms. McPherson has served in many County departments since 2008, including the Mailroom and Human Resources and consistently provided excellent administrative support. Most recently she had been working with the Board of Elections, who greatly appreciated her added service to their department.

**ITEM 4 – OCEAN GUARDIAN SCHOOL GRANT PRESENTATION**

Shannon Ricles, Program Manager for the Ocean Guardian School Program of NOAA's Monitor National Marine Sanctuary, presented Clay Tiderman, a Cape Hatteras science teacher, and the school's principal, Beth Rook, with their first Ocean Guardian Grant banner and their second Ocean Guardian Grant for Cape Hatteras Secondary School. The program began ten years ago to help students learn about our oceans and how to become more involved to protect them. Mr. Tiderman proposes with the second grant to continue the recycling program he began last year with a refill station to be installed utilizing some of the grant funds awarded from the Ocean Guardian School Program.

**ITEM 5 – PUBLIC COMMENTS**

At 9:22 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website:

*The following comments were made in Manteo*

1. Michael J. Hurt, owner of Danco Builders, Inc., provided a brief overview of this design-build company. Claiborne Woods, Project Manager, joined him in explaining their disaster relief team efforts and willingness to assist with recent storm damage.
2. Bea Basnight, Chairman of the Board of Education, provided congratulations on behalf of the Dare County Schools to the Board and County for their efforts in supporting the schools, teachers and staff with tremendous financial school assistance, especially at Cape Hatteras Secondary School.

*There were no comments made in Buxton*

The County Manager closed Public Comments at 9:27 a.m.

**ITEM 6 – PUBLIC HEARING – FY2021 NCDOT 5311 & 5310 PROGRAM GRANT APPLICATION (Att. #1)**

At 9:27 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. No one responded to the invitation to address the Board of Commissioners on this issue from Manteo or Buxton. The County Manager closed the Public Hearing at 9:28 a.m.

**MOTION**

Commissioner House motioned to adopt the Public Transportation Program Resolution for the FY 2021 NCDOT 5311 & 5310 Program Grant Application.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous



**ITEM 7 – PRELIMINARY ASSESSMENT RESOLUTION – LESLIE LANE, AVON, NC  
(Att. #2)**

Pat Irwin, Director of Public Works, presented the Leslie Lane water extension project cost estimates. It is the intention of the Dare County Board of Commissioners to undertake the construction of a water supply and distribution system supply water to certain properties on Leslie Lane located in Avon. A Public Hearing would be scheduled for November 4, 2019 and later a Final Assessment Resolution with more defined project costs would be presented to the Board. The County Manager explained, though not required, the plan had been designed with a seven-year payment option for property owners, as this had been provided in past projects.

**MOTION**

Commissioner Bateman and Couch motioned to approve the Preliminary Assessment Resolution for Leslie Lane and schedule a Public Hearing on November 4, 2019.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 8 – TEXT AMENDMENT TO THE C-3 ZONING DISTRICT**

Noah Gillam, Asst. Planning Director, presented the staff report which outlined Brent Johnson's petition to request an amendment to the C-3 Zoning District to allow for commercial storage yards as a permitted use. The C-3 Zoning District applies to portions of Roanoke Island, Avon and Buxton. Mr. Gillam explained commercial storage yards were currently defined as "space for a fee for the storage of boats and boat trailers; recreational vehicles, travel trailers, and campers; automobiles; utility trailers; contractors' towable storage trailers, and similar types of vehicles and equipment. This does not include the dry-stack storage of boats." The Planning Board reviewed the amendment request, found the proposed text amendment consistent with the 2009 Dare County Land Use Plan and recommended a Public Hearing be scheduled for October 21, 2019 at 5:30 p.m.

**MOTION**

Commissioner House and Vice Chairman Overman motioned to approve the scheduling of a Public Hearing on October 21, 2019 at 5:30 p.m.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 9 – LEGALLY BINDING AUTHORITY REQUEST WITH APPLE, INC.**

Mr. Outten advised while platforms and other applications for County phones were to be built using Apple programs, it would be required to authorize a County representative to sign contracts and communicate developments. As these applications would be developed through Apple, he felt it would be more streamlined and efficient for Matthew Hester, as Dare County's IT Director, to have the authority to sign and communicate directly with Apple, Inc. during the development of the applications.

**MOTION**

Commissioner House motioned to approve the legal binding authority of Matt Hester, IT Director, to enter into an agreement with Apple, Inc. for the development of applications.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 10 – ADDITIONAL FUNDING REQUIREMENTS SOUTH FERRY CHANNEL DREDGE EVENT OCTOBER 2019**

Mr. Outten provided a review of the dredging of South Ferry Channel and noted the channel was typically dredged in spring and fall each year. Currently the channel was reported to have held up remarkably well but needed work around the edges. Based on the State's MOA, Dare County provides one quarter of the funds for the project and the balance of \$49,785.000 requested would bring the total of the County's contributions to \$136,710.00. It was anticipated the dredging would begin early to late November, 2019.

**MOTION**

Commissioner Tobin motioned to approve the additional funding for the South Ferry Channel dredge event in October, 2019 at a total amount of \$49,785.00.

Vice Chairman Overman and Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 11 – INTERGOVERNMENTAL GROUND LEASE AGREEMENT BETWEEN COUNTY OF DARE AND TOWN OF MANTEO**

Mr. Outten presented the Ground Lease Agreement for lease of 217 Budleigh Street, 200 Ananias Dare Street and 204 Ananias Dare Street for the purpose of a "Town Commons" consisting of open space/green space, public parking, and other public recreational facilities. The demolition work was almost completed. As the Town of Manteo was interested in applying for grant funding, the current drafted ground lease would need to be modified to a twenty-five year term. Should Dare County have a future need and use for the property, the County would reimburse the Town of any unused grant funds. As parking was of prime importance, several configurations for additional parking had been considered. Vice Chairman Overman suggested at least sixty-five parking spaces be incorporated into their project footprint. The Board discussed and agreed the parking issue should be addressed in the ground lease with a target of sixty-five spaces as they design the green space.

**MOTION**

Vice Chairman Overman motioned to approve the Ground Lease Agreement with the stipulation of a desired minimum of sixty-five parking spaces, a twenty-five year term and any other review changes the County Manager deemed necessary, together with authorization for the County Manager to sign the final agreement.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 12 – CHANGES TO THE 2020 CAPITAL IMPROVEMENTS PLAN FOR THE COLLEGE OF THE ALBEMARLE BUILDING AND FOR THE ANIMAL SHELTER**

Mr. Outten advised only AR Chesson had provided a response for qualifications as Construction Manager at Risk for the Dept. of Health and Human Services remodeling and expansion project. Rather than delay the project by soliciting for responses again, the CIPC recommended approval of AR Chesson, as past experiences with the company had been favorable.

**MOTION**

Commissioner Ross motioned to approve AR Chesson as the Construction Manager at Risk for the Dare County Health and Human Services project.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

Mr. Outten provided an update on the Animal Shelter project and identified the design phase was approximately 65% complete. The contractor had solicited bid estimates throughout North Carolina, Virginia and locally. With \$3 million set aside for the project, the estimates were higher than anticipated, due to the unique construction factors and guidelines required with construction of animal shelters. Currently the bid estimates reflected the project could cost approximately \$4.5 million. CIPC had reviewed other animal shelter project costs, the contractor would continue with value engineering to further reduce some cost estimates, and when the bids were reviewed for truer costs, the CIPC would make a recommendation to the Board. The Capital Improvements Fund, created through the recent budget cycle, was noted to have the funds for this project. No action taken at this time.

Mr. Outten recapped the COA project, designed to provide Dare County's graduates an opportunity to earn their academic degrees and/or to provide training in trade skills without their leaving Dare County. He further explained the COA Task Force began the groundwork. There had been multiple public and COA input meetings coupled with meetings with the COA staff and architect to ensure the planned project could provide the space and programs envisioned. Originally it had been proposed 26,000 square feet would be ample space for the project, as this was the size of the Twiford Campus. Further discussions of the project had disclosed the actual need would be 36,000 square feet in order to provide what the community desired in the project's offerings. This would not include any renovation to the Professional Arts Building, which would need some work after the new building was completed. Mr. Outten advised the Capital Improvement Plan had the funds available without impact on the tax rate and without change to other CIP programs. The consultant, Kennon Briggs, reviewed the proposed plan and had confirmed the additional square footage was in line with the proposed program space. The CIPC recommended the increase in square footage and limit the cost to \$14 million inclusive of the work to the Professional Arts Building.

Commissioner Bateman asked if the curriculum for the trades had been narrowed and whether culinary arts would be included. Mr. Outten offered there had been much discussion on curriculum offerings and how they would change to allow for a flex use of the proposed classrooms. Originally the plan had two labs with one for chemistry and biology; however, now they proposed one lab to accommodate both through scheduling arrangements.

**MOTION**

Vice Chairman Overman motioned to approve the COA project with up to 36,500 sq. ft. and a \$14 million cap, inclusive of the work to be done in the existing Professional Arts building.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 13 – CONSENT AGENDA**

The Manager announced the items as they were visually displayed in the meeting room.

**MOTION**

Commissioners Tobin and Bateman motioned to approve the Consent Agenda:

- 1) Approval of Minutes (09.16.19) **(Att. #3)**
- 2) Approval of Minutes for 09.16.19 Special Meeting of Housing Alternatives **(Att. 4)**
- 3) Approval of Minutes for 09.23.19 Special Meeting for Activation of the Debris Removal Contract **(Att. 5)**
- 4) North Carolina Governor's Highway Safety Program (GHSP) Local Governmental Resolution **(Att. #6)**

- 5) Health & Human Services/Public Health Division Emergency Overdose-Local Mitigation to the Opioid Crisis Grant
  - 6) DHHS Public Health Div. – Trillium Funding for Strategic Prevention Framework for Prescription Drugs Project
  - 7) Water Dept. DCDOT Right of Way Encroachment Agreement for 7-11, Kitty Hawk
- Vice Chairman Overman seconded the motion.  
VOTE: AYES unanimous

#### **ITEM 14 – BOARD APPOINTMENTS**

##### Dare County Transportation Advisory Board

Commissioner Tobin motioned to appoint Mayte Hernandez-Beacham to fill the Human Services Sector vacancy.

Commissioner House seconded the motion.

VOTE: AYES unanimous

##### Upcoming Board Appointments

Upcoming Board appointments for Nov., Dec., 2019 and January, 2020 were announced.

#### **ITEM 15 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

Commissioners and the County Manager frequently make extensive remarks, which may be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment:

##### **Commissioner Bateman**

Reported Ocracoke was still working through the damages left by Hurricane Dorian. Sewage and septic systems were compromised; bacteria and mold would be a problem for a long time; and many residents had no insurance and were left without homes, vehicles and many had lost their jobs. The long-range problem would be the budgetary issues due to these losses. He added Dare County, though hit by the storm, was blessed.

##### **Commissioner Couch**

He agreed with Commissioner Bateman and added Dare County’s emergency staff did a great job during and after the storm. Hatteras, like many area towns, was tight knit, grateful for the numerous volunteers and groups who had offered assistance and goods. The debris removal team had been working thirteen hours a day, seven days a week, and progress was being made on cleaning out. Data is being compiled to glean some valuable lessons from the early responses made after the storm.

##### **Commissioner Tobin**

He noted the draft permit had been returned by the Corps of Engineers. Jensen Maritime is only a few weeks away from final plans on the dredge so requests for proposals could be sent out in the next month or two.

He provided an update on the Wanchese Channel dredging project and explained it had been determined the area which needed to be dredged was a shell fish restricted zone. The material could not be taken to a location where shellfish are harvested. It may be necessary to bring in a small pipeline dredge and pump material on the storage area near the channel. He visited Hatteras and reported the clean-up crew was doing a great job as he saw only a few piles of debris along with white goods, propane bottles and tires.

**Commissioner Ross**

Reminded everyone there would be a State of the Region Legislative Update on November 14, 2019, at 8:00 a.m., at the Hilton Garden Inn in Kitty Hawk with information provided by Senator Bobby Hanig and Senator Bob Steinburg.

**Commissioner House**

The Annual Jeep Jamboree had been celebrated with approximately 3,000 people attending. The event had raised money for local charities.

He mentioned October was Domestic Violence Prevention Month and he had attended a Pitt County fund raiser for domestic violence victims with more than \$20,000 having been raised. October was also Breast Cancer Awareness Month.

Today in history marked when Henry Ford had implemented the first moving assembly line in 1913 which reduced the production time of the Model T to approximately 93 minutes.

**Commissioner Overman**

He congratulated the Dare Center on celebrating their tenth anniversary, both Michelle Gray for her fifteen years of service and the Employee of the Month, Kelly McPherson.

He recognized Cape Hatteras Secondary School for receiving their Ocean Guardian Banner and the award of their second grant.

Commissioner Overman also offered appreciation and thanks to all those involved in the recent discussions regarding the Department of Health and Human Services project, and both the COA and Animal Shelter projects.

**MANAGER'S/ATTORNEY'S BUSINESS**

Mr. Outten reminded the Board that in past storms building permit fees had been waived and recommended the formal authorization of building permit waivers for property owners who experienced damages due to Hurricane Dorian.

**MOTION:**

Commissioner House motioned to approve the waiver of Hurricane Dorian related building permit fees.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

Mr. Outten presented the Resolution for the designation of David Clawson, as primary agent and Sandy West, as secondary agent, to execute and file applications for federal and/or state assistance on behalf of Dare County in regards to storm recovery through grant agreements. The resolution would also designate Mr. Clawson as Primary Agent and Ms. West as Secondary Agent to execute the applicable Disaster Assistant Agreements, as may be required in any disaster assistance.

**MOTION:**

Commissioner House motioned to designate Dave Clawson and Sandy West as primary and secondary agents as stated in the resolution presented.

Seconded by Vice Chairman Overman and Commissioner Bateman

VOTE: AYES unanimous

Mr. Outten announced the successful completion of all requirements by Dorothy Hester to earn the designation of Master Public Information Officer (MPIO). The Board congratulated her on this achievement.

**Dorothy Hester** commented the research paper on flooding she had completed as part of the MPIO course requirement had been useful and applicable during Hurricane Dorian. She announced the County's Health & Human Services Department would be taking applications for sponsors and recipients of the Thanksgiving Basket Program during October. Additional information could be found on the County's website in order to donate money, basket items or to apply as a recipient of a basket.

**Dave Clawson** advised there would be the first applicant briefing for Dorian this week with FEMA and NC Management. November 7 would be the first inter-agency meeting.

**ITEM 16 - CLOSED SESSION:**

The Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege with regard to the Opioid Litigation; and to approve the minutes of the last Closed Session.

**MOTION**

Commissioner Tobin motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 10:33 a.m. the Commissioners exited the room to meet in Closed Session. They reconvened at 11:07 a.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes and gave the County Attorney guidance with regard to the Opioid Litigation matter.

At the conclusion of the meeting, Chairman Woodard asked for a motion to adjourn.

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 11:12 a.m., the Board of Commissioners adjourned until 5:00 p.m., October 21, 2019.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Cheryl C. Anby, Clerk to the Board

APPROVED: By: \_\_\_\_\_  
Robert Woodard, Chairman  
Dare County Board of Commissioners

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk.



*North Carolina Governor's Highway Safety Program (GHSP)  
Local Government Resolution*

**Description**

The Dare County Sheriff's Office requests the attached resolution to comply with the award requirements of a new seat belt convincer for the area GHSP Coordinator.

**Board Action Requested**

Approval

**Item Presenter**

Sheriff J. D. "Doug" Doughtie

# North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Dare County Sheriff's Office (herein called the "Agency")  
(The Applicant Agency)  
has completed an application contract for traffic safety funding; and that Dare County Board of Commissioners  
(The Governing Body of the Agency)  
\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Dare County Board of Commissioners IN OPEN  
(Governing Body)  
MEETING ASSEMBLED IN THE CITY OF Manteo, NORTH CAROLINA,  
THIS 21st DAY OF October, 20 2019, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Edward Jack Scarborough is authorized to file, on behalf of the Governing  
(Name and Title of Representative)  
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal  
funding in the amount of \$ 25,000.00 to be made to the Governing Body to assist in defraying  
(Federal Dollar Request)  
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as  
(Local Cash Appropriation)  
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other  
appropriate persons to furnish such information, data, documents and reports as required by the contract, if  
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

SEAL

DATE 10/21/2019





*Tax Collector's Report*

**Description**

Sept 2019 Discoveries over \$100  
Sept 2019 Releases over \$100  
Sept 2019 Refunds over \$100  
Sept 2019 NCVTS Refunds over \$100

**Board Action Requested**

Approved

**Item Presenter**

Becky Huff, Tax Collector

**Discovery Report for REAL ESTATE and PERSONAL PROPERTY**

*(Discoveries over \$100.00 )*

**Month: SEPTEMBER**

**Date Range: 9/1/2019 - 9/30/2019**

**Submitted By:**

**Becky Huff**

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill#</u>	<u>Bill Yr</u>	<u>Value Discovered</u>	<u>Tax Discovered</u>
WALLACE, WILLIAM EZRA, JR	014343000	2019003	2019	196,500.00	1,355.27
				<hr/> <b>196,500.00</b>	<hr/> <b>1,355.27</b>

# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

Month: SEPTEMBER

Date 9/1/2019 - 9/30/2019

Submitted By: Becky Huff

Taxpayer Name	Parcel#	Bill Year	Reason	Value Released	Tax Released
HALL, ANDREW E	029991090	2019	Boat not situs in Dare County	-375,419.00	<b>-3,153.52</b>
BALLOU, DAVID	963100000	2019	Boat Value Appeal	-96,120.00	<b>-752.91</b>
STYLE DI'VITA, INC	976445000	2019	Salon moved - no leaseholds	-52,237.00	<b>-454.46</b>
CARTER LUMBER TRANSPORT, LLC	984516000	2019	Value Change	-49,174.00	<b>-470.52</b>
ESTHER GALE	962649000	2019	Boat Value Appeal	-46,724.00	<b>-330.52</b>
SMITH, DIXIE RAY	962707000	2019	Boat destroyed	-30,000.00	<b>-234.99</b>
PASSARETTI, JERRY	937494000	2019	Boat not situs in Dare County	-392,850.00	<b>-3,629.95</b>
LYONS, JOHN P	936541000	2019	Removed boats that have been sold	-21,591.00	<b><u>-169.11</u></b>
<b>Total Tax Released:</b>					<b>-9,195.98</b>

## Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00 )

Month: September

Date Range: 9/1/2019 - 9/30/2019

Submitted By: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Reason</u>	<u>Amount</u>
CLAY, FRANKIE B TTEE	001993000	Overpayment	-100.00
FIELDS, DAVID L	008817003	Overpayment	-1,800.16
MORAN, GAIL LOCKWOOD TRUSTEE	009963000	Overpayment	-527.58
SEQUOIA CAPITAL LLC	013193000	Overpayment	-3,024.68
DWYER, DONALD F	016166000	Overpayment	-102.00
WRECK, CHRISTOPHER A	017305063	Overpayment	-265.24
FARNETH, JOHN L JR	019057000	Overpayment	-871.61
DRAGON PROPERTIES, LLC	021264000	Overpayment	-857.20
KIRSCHNER, DONALD T	022279000	Overpayment	-319.09
MONTAGUE, OTTO ESTATE	023656000	Overpayment	-170.20
JENKINS, THOMAS R	024410070	Overpayment	-127.19
WILLIAMS, DARCY SALATHE	028812013	Overpayment	-1,144.77
ECKERT, DOUGLAS E	030689000	Overpayment	-239.64
EVANS, MICHAEL J	030898000	Overpayment	-3,273.37
LUCY PROPERTIES INC	031195007	Overpayment	-250.26
GREGORY, DENNIS	936983000	Overpayment	-284.58
DANIELS, KENNY LOU	962499000	Overpayment	-99.92
			<b>-13,457.49</b>



# North Carolina Vehicle Tax System

SEPT 2019 OVER \$100

## NCVTS Pending Refund report

Payee Name	Primary Owner	Address 1	Address 3	Bill #	Interest Change	Total Change	
GOULD, BENJAMIN JASON	GOULD, BENJAMIN JASON	102 SETTLERS LN	DUCK, NC 27949	0036787571	\$0.00	(\$78.93)	
					\$0.00	(\$37.79)	
					<b>Refund</b>	<b>\$116.72</b>	
JONES, JOHN RUPERT JR	JONES, JOHN RUPERT JR	PO BOX 322	SMITHFIELD, VA 23431	0046868475	\$0.00	(\$97.05)	
					\$0.00	(\$78.65)	
					<b>Refund</b>	<b>\$175.70</b>	
PRICE, WILLIAM AUBREY	PRICE, WILLIAM AUBREY	700B W AIRSTRIP RD	KILL DEVIL HILLS, NC 27948	0042430694	\$0.00	(\$73.46)	
					\$0.00	(\$59.53)	
					<b>Refund</b>	<b>\$132.99</b>	
					<b>Refund Total</b>	<b>\$425.41</b>	
					Tax Jurisdiction	District Type	Net Change
					C99	COUNTY	(\$249.44)
					T07	CITY	(\$138.18)
					T21	CITY	(\$37.79)
					<b>Total</b>		<b>(\$425.41)</b>



*Schedule of Meeting Dates for 2020*

**Description**

The Board of Commissioners will consider the attached schedule of 2020 meeting dates.

**Board Action Requested**

Approval

**Item Presenter**

County Manager, Robert Outten

# Dare County Board of Commissioners

## 2020 – Meeting Schedule

<b>January</b>	<b>06</b>	<b>9:00 a.m.</b>
	<b>21 (Tuesday)</b>	<b>5:00 p.m.</b>
<b>February</b>	<b>04 (Tuesday)</b>	<b>9:00 a.m.</b>
	<b>18 (Tuesday)</b>	<b>5:00 p.m.</b>
<b>March</b>	<b>02</b>	<b>9:00 a.m.</b>
	<b>16</b>	<b>5:00 p.m.</b>
<b>April</b>	<b>06</b>	<b>9:00 a.m.</b>
	<b>20</b>	<b>5:00 p.m.</b>
<b>May</b>	<b>05 (Tuesday)</b>	<b>9:00 a.m.</b>
	<b>18</b>	<b>5:00 p.m.</b>
<b>June</b>	<b>01</b>	<b>9:00 a.m.</b>
	<b>15</b>	<b>5:00 p.m.</b>
<b>July</b>	<b>20</b>	<b>5:00 p.m.</b>
<b>August</b>	<b>03</b>	<b>9:00 a.m.</b>
	<b>17</b>	<b>5:00 p.m.</b>
<b>September</b>	<b>08 (Tuesday)</b>	<b>9:00 a.m.</b>
	<b>21</b>	<b>5:00 p.m.</b>
<b>October</b>	<b>05</b>	<b>9:00 a.m.</b>
	<b>19</b>	<b>5:00 p.m.</b>
<b>November</b>	<b>02</b>	<b>9:00 a.m.</b>
	<b>16</b>	<b>5:00 p.m.</b>
<b>December</b>	<b>07</b>	<b>9:00 a.m.</b>
	<b>21</b>	<b>5:00 p.m.</b>



*OpenEdge applications and agreements for online payment services (Card and eCheck) for Tax and Water*

**Description**

Changing online payment services provider from Official Payments Corp to OpenEdge and adding eCheck payment option. Please refer to attached payment services summary for more detail.

**Board Action Requested**

Approve Card and Check services agreements with OpenEdge and authorize County Manager to execute any and all required documents.

**Item Presenter**

None



Current - Official Payments Corp:	
Payment type	Fee
Tax online credit card	2.75% of payment amount
Tax IVR	2.75% of payment amount
Tax & Water eCheck	not offered
Water online credit card	\$3.95 per \$400 payment
Water IVR	\$3.95 per \$400 payment

New - OpenEdge:*	
Payment type	Fee
Tax online credit card	2.75% of payment amount
Tax IVR	2.75% of payment amount
Tax & Water eCheck**	Flat fee to be determined by County
Water online credit card	2.75% of payment amount
Water IVR	2.75% of payment amount

**Comments:**

no change
no change
County cost will range from \$0.29 per check to \$0.35 per check depending on volume with a monthly minimum of \$15.00. Fee will be set to recoup County cost.
Getting rid of \$400 payment limit per transactions which causes some water customers to have to make multiple payments and pay the \$3.95 fee multiple times.
Getting rid of \$400 payment limit per transactions which causes some water customers to have to make multiple payments and pay the \$3.95 fee multiple times.

\*Changing provider to OpenEdge. Tyler Technologies and OpenEdge have a software partnership for integrated payment solutions across multiple Tyler products that the County currently utilizes.

\*\*eCheck has been requested by Tax to encourage the payment of occupancy taxes online. Occupancy tax payments are often very large amounts so the 2.75% fee is not reasonable. Echeck fees will be charged per transaction regardless of payment amount.



# Merchant Application

<b>Business Information</b>	
Merchant's DBA Name/Outlet Name: County of Dare NC - Taxes	Merchant's Legal Name: County of Dare
Physical Street Address (No P.O. Box): 954 Marshall C Collins Dr	Legal Address: PO Box 1000
City, State, Zip: Manteo, NC 27954	City, State, Zip: Manteo, NC 27954
DBA Phone: (252) 475-5730	Fax:
Corp. Phone: (252) 475-5730	Fax:
Contact Name at this Address: Sally Defosse	Contact Name at this Address: Sally Defosse
E-Mail: sallyd@darenc.com	E-Mail: sallyd@darenc.com
Customer Service Phone # (Required for MOTO and Internet merchants only): (252) 475-5738	
Website Address (Required for Internet merchants): www.darenc.com	

<b>Merchant Profile</b>		<b>Amex/Visa/MasterCard/Discover Information</b>	
Ticker Symbol:	Market Type:	Sales Profile (Must equal 100%)	
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality	<input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MOTO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-card <input type="checkbox"/> Cash Advance <input checked="" type="checkbox"/> E-commerce <input type="checkbox"/> Other	Card Swiped	0 %
Type of Goods or Services Sold: Property Taxes	SIC Code: 9399	Manual Keyed with imprint	0 %
Years in business under current ownership: 148	Federal Tax ID# 5   6   6   0   0   0   2   9   3	Mail Order/Telephone	0 %
		Internet	100 %
		Total	100%
Do you currently accept Amex/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Does merchant accept transactions before the customer receives product or service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
How long does customer wait before product is received? _____ % of sales in this category _____			
% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____			
Does merchant offer warranties, dues, subscriptions, memberships or other extended services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Annual Amex/Visa/MC/Discover Sales: <u>\$2,353,429</u> Average Ticket: <u>\$1,056</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$2,353,429</u>			

**Member Bank (Acquirer) Information**

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

<b>Important Member Bank (Acquirer) Responsibilities</b>	<b>Important Merchant Responsibilities</b>
<ol style="list-style-type: none"> <li>1. A Visa Member is the <b>only entity</b> approved to extend acceptance of Visa products directly to a merchant.</li> <li>2. A Visa Member must be a principal (signer) to the Merchant Agreement.</li> <li>3. The Visa Member is responsible for and must provide settlement funds to the merchant.</li> <li>4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.</li> <li>5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.</li> </ol>	<ol style="list-style-type: none"> <li>1. Ensure compliance with cardholder data security and storage requirements.</li> <li>2. Maintain fraud and chargebacks below thresholds.</li> <li>3. Review and understand the terms of the Merchant Agreement.</li> <li>4. Comply with Visa International Operating Regulations.</li> </ol>

<b>Merchant Resources</b>	The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.
<ul style="list-style-type: none"> <li>• You may download "Visa Regulations" from Visa at: <a href="https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf">https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf</a></li> <li>• You may download "MasterCard Rules" from MasterCard at: <a href="http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html">http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html</a></li> <li>• You may download additional merchant information from Discover at: <a href="http://www.discovernetwork.com/merchants/index.html">http://www.discovernetwork.com/merchants/index.html</a></li> <li>• You may download "American Express Merchant Operating Requirements" at: <a href="https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf">https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf</a></li> </ul>	

Merchant's Signature: X	Name (printed): Robert Outten	Title: County Manager	Date #1
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For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.  
 Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Merchant Initials: \_\_\_\_\_ #2

**Credit/Debit Card Services and Fee Schedule\***

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> VISA Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> MasterCard Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Discover Bus. Card	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500 %	\$ 0.1500	\$
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$ 0.0000	\$
<input type="checkbox"/> EBT	<input type="checkbox"/>	<input type="checkbox"/>			\$	\$
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		0.0000 %	\$ 0.0000	\$ 0.0000

Merchant FNS# \_\_\_\_\_ Cash Benefits:  YES  NO Daily Discount:  YES  NO

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

Surcharges:  Tiered  Pass-Through Plus  Interchange Plus

0.00% Rewards Discount \_\_\_\_\_ Pass-Through Plus

0.00% Mid-Qualified Discount

0.00% Non-Qualified Discount

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

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

**Other Fees (Per occurrence fees marked with a \*)**

\$ _____	Non-Refundable Application Fee *	\$ _____	Virtual Site Survey Fee *	\$ 0.00	Chargeback Fee *
\$ 0.00	Membership Fee	\$ 0.00	Retrieval Fee *	\$ _____	Monthly Debit Card Membership Fee
\$ 0.00	Monthly Regulatory Compliance Fee	\$ 0.00	Minimum Monthly Discount	\$ _____	Global Transport VT (Recurring Billing)
\$ _____	Annual Association Technology Fee	\$ 0.00	Voice AVS Fee *	\$ _____	Setup Fee *
\$ _____	Global Access @dvantage Monthly Fee	\$ 14.75	PCI ASSURE Monthly Fee	\$ _____	Global Transport VT (Recurring Billing)
\$ 0.00	Voice Authorization Fee *	\$ 39.00	PCI ASSURE Non-Compliance	\$ _____	Monthly Fee
\$ 0.00	Batch/ACH Fee *	\$ _____	Fee (monthly)	\$ _____	Global Transport VT (Recurring Billing)
\$ 15.00	Non-Sufficient Fund *	\$ _____	Data Monitoring Fee *	\$ _____	Transaction Fee *
\$ 0.00	Account Maintenance Fee	\$ _____	Other: _____		
\$ _____	Gateway Monthly Fee	\$ _____	Gateway Setup Fee		

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

0.0000%	GP Fee - DISC Assessments *	\$ 0.0000	GP Fee - MC Data Integrity *
0.0000%	GP Fee - DISC Intl Processing *	\$ 0.0000	GP Fee - MC CVC2 *
0.0000%	GP Fee - DISC Intl Service *	0.0000%	GP Fee - MC Assessments *
0.0000%	GP Fee - PayPal Assessment *	0.0000%	GP Fee - MC Assessments Lg Tkt *
\$ 0.0000	GP Fee - PayPal Participation *	0.0000%	GP Fee - MC Acceptance & Licensing *
0.0000%	GP Fee - VISA Assessments-Credit *	0.0000%	GP Fee - MC Cross Bdr Domestic *
0.0000%	GP Fee - VISA Assessments-Debit *	0.0000%	GP Fee - MC Cross Bdr Foreign *
0.0000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.0000%	GP Fee - MC Acq Program Support *
0.0000%	GP Fee - VISA Intl Svc Assessment *	0.0000%	GP Fee - MC Digital Enablement *
0.0000%	GP Fee - VISA Intl Acquiring *	\$ 0.0000	GP Fee - MC Monthly Fee
\$ 0.0000	GP Fee - VISA Trans Integrity *	0.0000%	GP Fee - MC Integrity - Final Auth (Max) *
\$ 0.0000	GP Fee - VISA APF - Credit *	\$ 0.0000	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$ 0.0000	GP Fee - VISA APF - Debit *	\$ 0.0000	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$ 0.0000	GP Fee - Visa APF Intl - Credit *	0.0000%	GP Fee - AMEX Inbound *
\$ 0.0000	GP Fee - Visa APF Intl - Debit *	0.0000%	GP Fee - AMEX Network *
\$ 0.0000	GP Fee - VISA AVS Only *	0.0000%	GP Fee - AMEX CNP *
\$ 0.0000	GP Fee - VISA Misuse of Auth *	0.0000%	GP Fee - AMEX Access *
\$ 0.0000	GP Fee - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *

**Personal Guaranty**

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

**Signature of Guarantor (please sign below)**

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

**Name (printed):**

Robert Outten

**Signature of Guarantor (please sign below)**

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

**Name (printed):**

**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Robert Outten	Title: County Manager	Equity Owned: 0 %	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 9 9 9 9 9 9 9 9 9	Home Phone #: (252) 475-5730
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Home Address: 954 Marshall C Collins Dr	City: Manteo	State: NC	Zip Code: 27954	Years There: 2
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials?  Yes  No If "yes," please attach details.

**Bank Information (Attach Voided Check or Bank Letter):**

Routing Number:										DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	0	5	4	0	0	0	0	3	0	5323759612	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Merchant Location:  Retail Location with Store Front  Office Building  Residence  Other: \_\_\_\_\_

Surrounding Area:  Commercial  Industrial  Residential

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

If no, explain: \_\_\_\_\_

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

The Merchant:  Owns  Leases the business premises

Further comments by inspector (must complete): \_\_\_\_\_

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

Verified and inspected by (print name): \_\_\_\_\_

Representative Name: \_\_\_\_\_ Representative Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

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

Amex annual volume < \$1,000,000  YES  NO Amex Acceptance  YES  NO Amex Marketing  YES  NO

# American Express ESA Program

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

**Merchant's Signature** X **Name (printed):** Robert Outten **Title:** County Manager **Date:** \_\_\_\_\_

## Hardware

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

Terminal Type: \_\_\_\_\_  
 Pinpad Type: \_\_\_\_\_  
 Printer Type: \_\_\_\_\_  
 Check Reader: \_\_\_\_\_  
 Terminal Application / PC Software Type: \_\_\_\_\_

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

Qty	Hardware Device	Rental/Purchase	Unit Price
Special Instructions: N (M)			

**Cardholder Data Storage Compliance & Service Provider**

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

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

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
The signing merchant listed below has experienced an account data compromise.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Merchant utilizes an EMV enabled terminal	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

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

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

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

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

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

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

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

Merchant's Signature - Owner/Officer Name 1: X	Name (printed): Robert Outten	Title: County Manager	Date: _____
Merchant's Signature - Owner/Officer Name 2: X	Name (printed): _____	Title: _____	Date: _____
Merchant's Signature - Owner/Officer Name 3: X	Name (printed): _____	Title: _____	Date: _____
Merchant's Signature - Owner/Officer Name 4: X	Name (printed): _____	Title: _____	Date: _____
Signing for Global Payments Direct, Inc.: X	Name (printed): _____	Title: _____	Date: _____
Signing for Member: X	Name (printed): _____	Name of Member (printed): Wells Fargo Bank	Date: _____



# Merchant Application

<b>Business Information</b>	
Merchant's DBA Name/Outlet Name: County of Dare NC - Utilities	Merchant's Legal Name: County of Dare
Physical Street Address (No P.O. Box): 954 Marshall C Collins Dr	Legal Address: P.O. Box 1000
City, State, Zip: Manteo, NC 27954	City, State, Zip: Manteo, NC 27954
DBA Phone: (252) 475-5730	Fax: (252) 475-5818
Corp. Phone: (252) 475-5733	Fax: (252) 475-5818
Contact Name at this Address: Sally DeFosse	Contact Name at this Address: Sally DeFosse
E-Mail: sallyd@darenc.com	E-Mail: sallyd@darenc.com
Customer Service Phone # (Required for MOTO and Internet merchants only): (252) 475-5733	
Website Address (Required for Internet merchants): www.darenc.com	

<b>Merchant Profile</b>		<b>Amex/Visa/MasterCard/Discover Information</b>											
Ticker Symbol: Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality Type of Goods or Services Sold: Utilities		<b>Market Type:</b> <input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MOTO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-card <input type="checkbox"/> Cash Advance <input checked="" type="checkbox"/> E-commerce <input type="checkbox"/> Other											
Years in business under current ownership: 148		<b>Sales Profile (Must equal 100%)</b> <table border="1"> <tr><td>Card Swiped</td><td>0 %</td></tr> <tr><td>Manual Keyed with imprint</td><td>0 %</td></tr> <tr><td>Mail Order/Telephone</td><td>0 %</td></tr> <tr><td>Internet</td><td>100 %</td></tr> <tr><td><b>Total</b></td><td><b>100%</b></td></tr> </table>		Card Swiped	0 %	Manual Keyed with imprint	0 %	Mail Order/Telephone	0 %	Internet	100 %	<b>Total</b>	<b>100%</b>
Card Swiped	0 %												
Manual Keyed with imprint	0 %												
Mail Order/Telephone	0 %												
Internet	100 %												
<b>Total</b>	<b>100%</b>												
Federal Tax ID# 5   6   6   0   0   0   2   9   3		Do you currently accept Amex/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Does merchant accept transactions before the customer receives product or service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No How long does customer wait before product is received? _____ % of sales in this category _____ % cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____ Does merchant offer warranties, dues, subscriptions, memberships or other extended services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual Amex/Visa/MC/Discover Sales: <u>\$2,353,429</u> Average Ticket: <u>\$319</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$2,353,429</u>													

### Member Bank (Acquirer) Information

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

<b>Important Member Bank (Acquirer) Responsibilities</b> 1. A Visa Member is the <b>only entity</b> approved to extend acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for and must provide settlement funds to the merchant. 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.	<b>Important Merchant Responsibilities</b> 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa International Operating Regulations.
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<b>Merchant Resources</b> <ul style="list-style-type: none"> <li>You may download "Visa Regulations" from Visa at: <a href="https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf">https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf</a></li> <li>You may download "MasterCard Rules" from MasterCard at: <a href="http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html">http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html</a></li> <li>You may download additional merchant information from Discover at: <a href="http://www.discovernetwork.com/merchants/index.html">http://www.discovernetwork.com/merchants/index.html</a></li> <li>You may download "American Express Merchant Operating Requirements" at: <a href="https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf">https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf</a></li> </ul>	The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.
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Merchant's Signature: X	Name (printed): Robert Outten	Title: County Manager	Date _____
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For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

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

Merchant Initials: \_\_\_\_\_ #2

**Credit/Debit Card Services and Fee Schedule\***

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> VISA Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> MasterCard Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Discover Bus. Card	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500 %	\$ 0.1500	\$
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$ 0.0000	\$
<input type="checkbox"/> EBT	<input type="checkbox"/>	<input type="checkbox"/>			\$	\$
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		0.0000 %	\$ 0.0000	\$ 0.0000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		0.0000 %	\$ 0.0000	\$ 0.0000

Merchant FNS# \_\_\_\_\_ Cash Benefits:  YES  NO Daily Discount:  YES  NO

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

Surcharges:  Tiered  Pass-Through Plus  Interchange Plus

0.00% Rewards Discount \_\_\_\_\_ Pass-Through Plus

0.00% Mid-Qualified Discount

0.00% Non-Qualified Discount

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

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

**Other Fees (Per occurrence fees marked with a \*)**

\$ _____	Non-Refundable Application Fee *	\$ _____	Virtual Site Survey Fee *	\$ 0.00	Chargeback Fee *
\$ 0.00	Membership Fee	\$ 0.00	Retrieval Fee *	\$ _____	Monthly Debit Card Membership Fee
\$ 0.00	Monthly Regulatory Compliance Fee	\$ 0.00	Minimum Monthly Discount	\$ _____	Global Transport VT (Recurring Billing)
\$ _____	Annual Association Technology Fee	\$ 0.00	Voice AVS Fee *	\$ _____	Setup Fee *
\$ _____	Global Access @dvantage Monthly Fee	\$ 14.75	PCI ASSURE Monthly Fee	\$ _____	Global Transport VT (Recurring Billing)
\$ 0.00	Voice Authorization Fee *	\$ 39.00	PCI ASSURE Non-Compliance	\$ _____	Monthly Fee
\$ 0.00	Batch/ACH Fee *	\$ _____	Fee (monthly)	\$ _____	Global Transport VT (Recurring Billing)
\$ 15.00	Non-Sufficient Fund *	\$ _____	Data Monitoring Fee *	\$ _____	Transaction Fee *
\$ 0.00	Account Maintenance Fee	\$ _____	Other: _____		
\$ _____	Gateway Monthly Fee	\$ _____	Gateway Setup Fee		

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

0.0000%	GP Fee - DISC Assessments *	\$ 0.0000	GP Fee - MC Data Integrity *
0.0000%	GP Fee - DISC Intl Processing *	\$ 0.0000	GP Fee - MC CVC2 *
0.0000%	GP Fee - DISC Intl Service *	0.0000%	GP Fee - MC Assessments *
0.0000%	GP Fee - PayPal Assessment *	0.0000%	GP Fee - MC Assessments Lg Tkt *
\$ 0.0000	GP Fee - PayPal Participation *	0.0000%	GP Fee - MC Acceptance & Licensing *
0.0000%	GP Fee - VISA Assessments-Credit *	0.0000%	GP Fee - MC Cross Bdr Domestic *
0.0000%	GP Fee - VISA Assessments-Debit *	0.0000%	GP Fee - MC Cross Bdr Foreign *
0.0000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.0000%	GP Fee - MC Acq Program Support *
0.0000%	GP Fee - VISA Intl Svc Assessment *	0.0000%	GP Fee - MC Digital Enablement *
0.0000%	GP Fee - VISA Intl Acquiring *	\$ 0.0000	GP Fee - MC Monthly Fee
\$ 0.0000	GP Fee - VISA Trans Integrity *	0.0000%	GP Fee - MC Integrity - Final Auth (Max) *
\$ 0.0000	GP Fee - VISA APF - Credit *	\$ 0.0000	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$ 0.0000	GP Fee - VISA APF - Debit *	\$ 0.0000	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$ 0.0000	GP Fee - Visa APF Intl - Credit *	0.0000%	GP Fee - AMEX Inbound *
\$ 0.0000	GP Fee - Visa APF Intl - Debit *	0.0000%	GP Fee - AMEX Network *
\$ 0.0000	GP Fee - VISA AVS Only *	0.0000%	GP Fee - AMEX CNP *
\$ 0.0000	GP Fee - VISA Misuse of Auth *	0.0000%	GP Fee - AMEX Access *
\$ 0.0000	GP Fee - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *



**Personal Guaranty**

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

**Signature of Guarantor (please sign below)**

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

**Name (printed):**

Robert Outten

**Signature of Guarantor (please sign below)**

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

**Name (printed):**

**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Robert Outten	Title: County Manager	Equity Owned: 0 %	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 9 9 9 9 9 9 9 9 9	Home Phone #: (252) 475-5730
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Home Address: 954 Marshall C Collins Dr	City: Manteo	State: NC	Zip Code: 27954	Years There: 2
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials?  Yes  No If "yes," please attach details.

**Bank Information (Attach Voided Check or Bank Letter):**

Routing Number:										DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	0	5	4	0	0	0	0	3	0	5323759612	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Merchant Location:  Retail Location with Store Front  Office Building  Residence  Other: \_\_\_\_\_

Surrounding Area:  Commercial  Industrial  Residential

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

If no, explain: \_\_\_\_\_

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

The Merchant:  Owns  Leases the business premises

Further comments by inspector (must complete): \_\_\_\_\_

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

Verified and inspected by (print name): \_\_\_\_\_

Representative Name: \_\_\_\_\_ Representative Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

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

Amex annual volume < \$1,000,000  YES  NO Amex Acceptance  YES  NO Amex Marketing  YES  NO

# American Express ESA Program

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

**Merchant's Signature** X **Name (printed):** Robert Outten **Title:** County Manager **Date:** \_\_\_\_\_

## Hardware

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

Terminal Type: \_\_\_\_\_  
 Pinpad Type: \_\_\_\_\_  
 Printer Type: \_\_\_\_\_  
 Check Reader: \_\_\_\_\_  
 Terminal Application / PC Software Type: \_\_\_\_\_

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

Qty	Hardware Device	Rental/Purchase	Unit Price
Special Instructions: N (M)			

**Cardholder Data Storage Compliance & Service Provider**

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

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

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
The signing merchant listed below has experienced an account data compromise.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Merchant utilizes an EMV enabled terminal	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

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

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

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

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

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

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

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

Merchant's Signature - Owner/Officer Name 1: X	Name (printed): Robert Outten	Title: County Manager	Date: _____
Merchant's Signature - Owner/Officer Name 2: X	Name (printed): _____	Title: _____	Date: _____
Merchant's Signature - Owner/Officer Name 3: X	Name (printed): _____	Title: _____	Date: _____
Merchant's Signature - Owner/Officer Name 4: X	Name (printed): _____	Title: _____	Date: _____
Signing for Global Payments Direct, Inc.: X	Name (printed): _____	Title: _____	Date: _____
Signing for Member: X	Name (printed): _____	Name of Member (printed): Wells Fargo Bank	Date: _____

## CARD SERVICES TERMS & CONDITIONS

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

#### 1. GENERAL.

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

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

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

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

#### 2. SERVICE DESCRIPTIONS.

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

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

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

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

#### 3. PROCEDURES.

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

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

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

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

#### **4. MARKETING.**

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

#### **5. PAYMENT, CHARGES AND FEES.**

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

#### **6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

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

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

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

#### **7. FINANCIAL INFORMATION.**

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

#### **8. CHANGE IN BUSINESS.**

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

#### **9. TRANSFERABILITY.**

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

## 10. WARRANTIES AND REPRESENTATIONS.

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

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

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

## 11. INDEMNITY.

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

## 12. LIMITATION OF LIABILITY.

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

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

- 12.3 UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.
- 12.4 **IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

### 13. TERM AND TERMINATION.

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

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

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

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

### 14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of

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

## **15. RESERVE ACCOUNT.**

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

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

## **16. DEFAULT/SECURITY INTEREST.**

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

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

## **17. DISPUTE RESOLUTION – FORUM AND CLASS ACTION WAIVER**

- 17.1 Choice of Forum: Any litigated action shall be brought in either the courts of the State of North Carolina sitting in Dare County or the United States District Court for the Eastern District of North Carolina, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.
- 17.2 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

## **18. AMENDMENTS.**

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either



(i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or  
(ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit  
slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

#### **19. WAIVER.**

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

#### **20. EXCHANGE OF INFORMATION.**

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

#### **21. GENERAL.**

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

#### **22. NOTICES.**

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

#### **23. MERGER.**

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

#### **24. EFFECTIVE DATE.**

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

#### **25. DESIGNATION OF DEPOSITORY.**

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

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

#### **26. FINANCIAL ACCOMMODATION.**

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

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

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

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

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

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

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

## **29. DECLINE MINIMIZER SERVICES.**

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

## **30. DISCOVER PROGRAM MARKS.**

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

## **31. PAYPAL MARKS.**

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

## **32. AMERICAN EXPRESS CARD ACCEPTANCE.**

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 32, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted

from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 32 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

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

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

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

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

### **33. ELECTRONIC SIGNATURES.**

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

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

### **34. SURCHARGES/OTHER FEES.**

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

The items listed in this Section 34 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

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

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

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

Merchant will also be assessed a Discover Network Authorization Fee.

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

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

total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

## SURCHARGES FOR PREDOMINANT MARKET SECTORS

### Retail/Restaurant Electronic Merchant

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

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

### Restaurant Electronic Merchant

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

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

### Supermarket Electronic Merchant

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

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

### Emerging Market Electronic Merchant

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

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

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

### MOTO Electronic Merchant

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

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

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

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

### **Public Sector Electronic Merchant**

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

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

### **Purchase Card Electronic Merchant**

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

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

### **Lodging/Auto Rental Electronic Merchant**

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

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

### **Paper Deposit Merchant**

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

### **Debit Card Merchant**

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

**Card Present: / Mag Stripe Failure:**

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

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

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

Contact information for Member is listed in the Merchant Application.

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

**Debit sponsorship** is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.



# OPENEDGE CHECK SERVICES MERCHANT APPLICATION

Merchant's DBA Name/Outlet Name:		Merchant's Legal Name:	
County of Dare NC		County of Dare	
Contact Name at this Address:		Contact Name at this Address:	
Sally DeFosse		Sally DeFosse	
Email:		Email:	
sallyd@darenc.com		sallyd@darenc.com	
Physical Street Address (No Po Box):		Legal Address:	
954 Marshall C Collins Dr		P.O. Box 1000	
City, State, Zip:		City, State, Zip:	
Manteo, NC, 27954		Manteo, NC, 27954	
DBA Phone:	Fax:	Corp Phone:	Fax:
(252) 475-5733	(252) 475-5818	(252) 475-5733	(252) 475-5818
Company Stock Ticker (If Publicly Traded):		Website Address (Required for Internet Merchants):	
		www.darenc.com	
Customer Service Phone (Required for Moto and Internet Merchants Only):		Federal Tax ID #:	Years in Business (Current Owner):
		5   6   6   0   0   0   2   9   3	148

<b>Merchant Profile</b>	
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc <input type="checkbox"/> Other <input type="checkbox"/> Tax Exempt Org (510c)	SIC/MCC Code: 9   3   9   9
Description of Products or Services Sold:	
Utilities	

<b>Account Deposit and Funds Information</b>		
Transaction Funding Bank Routing/Transit Number:	Transaction - Bank Account Number:	Transaction Type of Account:
0   5   4   0   0   0   0   3   0	5323759612	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
Billing Bank Routing/Transit Number (If different from Funding Account):	Billing Bank - Bank Account Number:	Billing Type of Account:
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings

<b>Requested Activity Transaction Processing Information</b>	
Annual Check Sales	Average Transaction
Please provide accurate estimates of your expected ACH and/or Check21 activity. This information will be used during underwriting as a guide to establish your transaction limits. Requested amounts below are subject to approval by OpenEdge Risk Management	
Highest Single Monthly Amount \$	Highest Single Transaction Amount \$
100,000	25,000

<b>OpenEdge Check Services Requested</b> - Please select all that apply. Estimate usgae % for each selection (Must total 100%)			
<b>Paper Check Conversion - Remote Deposit Capture: Please Note: Hardware is required for these Transaction Types</b>			
<input type="checkbox"/>	I receive paper checks through the mail or in a lockbox.	ARC	0%
<input type="checkbox"/>	I receive paper checks at the time of the sale. I later process and convert them to an electronic payment.	BOC	0%
<input type="checkbox"/>	I receive paper checks at the time of the sale and I process and convert them at the same time to an electronic payment.	POP	0%
<b>Electronic Check (a paper check is not presented)</b>			
<input type="checkbox"/>	I have written pre-arranged agreements with my consumers to debit or credit their personal bank account for the goods or service I sell.	PPD	0%
<input type="checkbox"/>	I take transactions on a phone call from my consumers.	TEL	0%
<input checked="" type="checkbox"/>	Payments are submitted to me via a website, shopping cart or similar method.	WEB	100%
<input type="checkbox"/>	We have pre-arranged written agreements with our Corporate Partner authorizing us to debit or credit their bank accounts.	CCD	0%

<b>Additional Services Available</b>	
<input type="checkbox"/> Check Verification Services	<input type="checkbox"/> Check 21 (AIR)



**EMAIL NOTIFICATION**

Please send email notifications of returned items

Primary Email Address sallyd@darenc.com	Secondary Email Address
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**AUTO RE-PRESENTMENT**

Would you like OpenEdge to automatically re-present ACH and/or Check21 NFS returns?

Yes  No If yes, please complete Re-Presentation Options below.

**ACH RE-PRESENTMENT OPTIONS**

Face Amount - Maximum Number of Re-Presentments (select one):  2  1

**Timing of Re-Presentation: of Days (0=immediately)**

**CHECK21 RE-PRESENTMENT OPTIONS**

Face Amount - Maximum Number of Re-Presentments (select one):  1

**Timing of Re-Presentation: of Days (0=immediately)**

**Corporate Officers or Principal** (A Principal is an Owner, or, If a Public Corporation Senior Officers Starting With CFO, CEO or President.)

Name of Principal:	Title of Principal:	% Owned:	Phone Number:	Residential Address, City, State, Zip:
Robert Outten	County Manager	0%	(252) 475-5730	954 Marshall C Collins Dr, Manteo, NC, 27954
		%		, , ,
		%		, , ,

**Personal Guarantee**

As a primary inducement to OpenEdge Payments LLC ("OpenEdge") to enter into this Agreement, the persons indicated and signing below (the "Guarantor(s)") do jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to OpenEdge pursuant to this Agreement, as it now exists or amended from time to time, with or without notice. Guarantor(s) understands that OpenEdge may proceed directly against Guarantor(s) without first exhausting its remedies against any other person or entity responsible therefore to it or any security held by OpenEdge or Merchant. This guarantee will not be discharged or affected by the death of Guarantor(s), will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of OpenEdge. Guarantor(s) understand that the inducement to OpenEdge to enter into this Agreement is consideration for the guarantee, and that this guarantee remains in full force and affect even if the Guarantor(s) receive no additional benefit from the guarantee. This guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variations of terms of this Agreement. Guarantor(s) agree to promptly provide to OpenEdge or its agents any information requested by any of them from time to time concerning its financial conditions(s), business relationships, business history, and employment information. Guarantor(s) have read, understand, and agree to be bound by the terms and conditions set forth in this Merchant Application as well as the OpenEdge Check Services Agreement, and certifies that all information provided in these applications is true and correct and complete. Guarantor(s) authorize OpenEdge or any credit reporting agency employed by OpenEdge or any agent of OpenEdge, to make whatever inquires OpenEdge deems appropriate to investigate, verify or research references, statements or data obtained for the purpose of this Merchant Application.

Print Name:	Social Security #:	Date of Birth:
Street Address:	City/State/Zip:	Years at Address:
	, , ,	
Home Phone:	Email Address:	
Signature:	Date:	
Print Name:	Social Security #:	Date of Birth:
Street Address:	City/State/Zip:	Years at Address:
	, , ,	
Home Phone:	Email Address:	
Signature:	Date:	

**Signature**

The undersigned is duly authorized to sign on behalf of the Merchant and to bind the Merchant to the terms and conditions set forth in this Merchant Application and the OpenEdge Check Services Agreement ("Agreement"), which terms and conditions are acknowledged and agreed to by the Merchant, and certifies that all information provided in this Merchant Application is true, correct and complete. The undersigned signing on behalf of the Merchant is a legal resident of the United States of America, is at least 18 years of age, and authorizes OpenEdge or any credit reporting agency employed by OpenEdge or any agent of OpenEdge, to make whatever inquiries OpenEdge deems appropriate to investigate, verify or research references, statements or data obtained from Merchant for the purpose of this Merchant Application. The undersigned, on behalf of the Merchant, authorizes OpenEdge to initiate automated deposit or debit (ACH) entries to the Merchant's bank account as indicated on this Merchant Application or subsequently provided by Merchant.

Print Name of Authorized Signer: Robert Outten	Title of Authorized Signer: County Manager
Signature:	Date:



## **OpenEdge Check Services Agreement**

As set forth in the attached Merchant Application, this OpenEdge Check Services Agreement (“Agreement”) governs Merchant’s use of OpenEdge Payments LLC’s (“OpenEdge”) OpenEdge Check services. By submitting a Merchant Application, in the form acceptable to OpenEdge, or by using or attempting to use the OpenEdge Check services, Merchant acknowledges its receipt of this Agreement and agrees to be bound by these terms. Capitalized terms are defined on Exhibit A attached to this Agreement.

### **I. OpenEdge Responsibilities**

**1.1 The Services.** OpenEdge, in conjunction with its Professional Service Providers, will make available to Merchant the following Services:

**A. Accelerated Intelligent Routing.** OpenEdge will utilize its Intelligent Routing Services in processing Merchant’s check-present transactions. Intelligent Routing Services will first attempt to route the transaction using the ACH Services, and if that fails, OpenEdge will then attempt to route the transaction using the Check21 Services (“Routing Services”) providing that an image of the check is presented for processing.

**B. ACH Services.** OpenEdge will process and settle the ACH transactions presented by Merchant as the originator, including, but not limited to: (i) processing checks via ACH (categorized as POP, ARC, BOC, TEL, WEB, PPD, and CCD under the NACHA Rules; (iv) customer activation and approval, (v) security and recovery; (vi) customer and other “back office” services; (vii) check return services; and (viii) transmission of files to the ODFI. OpenEdge will provide Merchant with Software which provides the capability to process recurring transactions for WEB, PPD and CCD transaction types. Collectively, the above are referred to as “ACH Services”.

**C. Check21.** OpenEdge will deliver to Merchant Software which provides the capability to interface with hardware that scans checks and associated paper-remittances to: (i) create an electronic image of the front and back of the check and any associated paper remittance items; (ii) provide the ability to validate the CAR/LAR payment amount and other information on the items; (iii) create an account receivable interface output file; (iv) create a transmission file that will ultimately be converted into ACH and/or x9 file format or its successors, and transmit such file to the ODFI; (v) create image archives of all items scanned; (vi) provide intranet and internet-based archive access; and (vii) provide a web-based gateway portal that allows for other capabilities such as electronic checks (collectively, “Check21 Services”).

**D. Check Verification.** OpenEdge will match checks provided by Merchant’s customers to the customer’s checking account and compare the account to a database of accounts that have a history of returns (“Check Verification Services”).

**1.2 Software and Support.** “Software” means software used in connection with the Services to enable remote capture, deposits and check verification through the ACH and other methods. OpenEdge will make available to Merchant an adequate amount of initial materials and supplies necessary for Merchant to complete initial customer transactions. OpenEdge Payments LLC will train Merchant on the procedures and rules applicable to the Services and the operation of appropriate terminals. OpenEdge will receive and respond to Merchant’s inquiries regarding the Services via E-mail and telephone. Merchant may obtain support by using the appropriate number(s) and E-mail addresses found at [www.openedgepayment.com/en/support](http://www.openedgepayment.com/en/support).

**1.3 Merchant Data.** OpenEdge will provide the Professional Service Providers with information about Merchant (“Merchant Data”) in order to enable Merchant to access the Services. Merchant authorizes OpenEdge to provide the data derived pursuant to Merchant’s use of the Services and Merchant Data to Professional Service Providers.

**1.4 Optional Additional Service.** From time to time, OpenEdge may make available to Merchant additional services and any such services accepted by Merchant shall be described in addenda to this Agreement reflecting the details of and any Fees associated with such service.

**1.5 Disclaimer of Warranties.** OpenEdge does not make, and hereby expressly disclaims, any express or implied warranties or conditions with respect to the Software, its intellectual property or the Services, or any authorization provided under this Agreement, including but not limited to the implied warranties of merchantability, suitability, satisfactory quality, non-infringement, or fitness for a particular purpose. Further, OpenEdge does not warrant: (A) the Software will be error-free or uninterrupted; (B) the Software will be compatible with any hardware except the hardware supplied by or otherwise approved by OpenEdge; or (C) the Software will integrate with any other computer system. All Services and deliverables described in this Agreement are on an “as is” basis.

## **II. Merchant Responsibilities**

**2.1 Hardware and Software.** Merchant will provide and maintain all computer hardware, peripherals, device drivers, third party operating systems, and other third party software which may be required to operate the software and/or receive the Services. Merchant will ensure the compatibility of Merchant’s computer hardware, peripherals, device drivers, third party operating systems, and other third party software with the Software. Merchant will provide a safe and suitable location for installation, use, and operation of the Software in accordance with any instructions that may be reasonably specified by OpenEdge. Merchant will be responsible for distributing, maintaining and protecting login usernames and passwords provided to Merchant’s employees, contractors and agents, and will be liable for such individuals’ misuse.

**2.2 Cooperation.** Merchant will cooperate with OpenEdge by providing access to Merchant’s information, resources and personnel as reasonably requested. OpenEdge shall have the right from time to time, upon reasonable prior notice, to review Merchant’s use of the Software to verify compliance with this Agreement. Merchant shall allow OpenEdge to perform a site survey at Merchant’s location within 5 days of its request. Merchant will provide OpenEdge financial statements and other financial information as requested from time to time. If requested, Merchant will furnish to OpenEdge upon request a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

**2.3 Software Restrictions.** Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with OpenEdge. Merchant will not use the Software except as specifically provided in this Agreement. Merchant shall not copy, decompile, disassemble or otherwise reverse-engineer or reproduce, or knowingly allow others, including without limitation, customers, resellers or others, to perform such reverse-engineering of the Software.

**2.4 Representations and Warranties.** Merchant represents and warrants to OpenEdge that: (A) Merchant is (i) a legal resident of the United States of America of at least 18 years of age, or (ii) a corporation or a limited liability company authorized, validly existing and in good standing under the laws of the United States and the State set forth on the Merchant Application; (B) Merchant has full authority and corporate power to enter into this Agreement and to perform the obligations of this Agreement; (C) Merchant’s performance of the terms of this Agreement will not violate any applicable law or regulation or any agreement to which Merchant may now or hereafter be bound; (D) this Agreement represents a valid obligation of Merchant and is fully enforceable against

Merchant; and (E) Merchant will comply with the terms of this Agreement. Further, Merchant will be responsible for complying with all applicable federal and state laws and regulations relating to transactions with Merchant's customers and this Agreement. All transactions submitted to OpenEdge will be for bona fide transactions with Merchant's customers.

**2.5 Compliance With Laws.** Merchant agrees to comply with all policies and procedures provided by OpenEdge, all payment network rules and regulations and all applicable state, federal and local laws, rules and regulations, as amended from time to time. Merchant will assist OpenEdge in complying with all laws which are applicable to any transaction or this Agreement. Merchant will execute and deliver to OpenEdge all instruments OpenEdge may from time to time reasonably deem necessary. Merchant understands that Merchant may not rely on, and OpenEdge will not be liable for, any advice OpenEdge may provide to Merchant about compliance with various laws.

**2.6 Returns.** Merchant is fully liable for all transactions returned for whatever reason. Merchant will pay on demand the value of all Returns and Chargebacks. Merchant authorizes OpenEdge to recoup from incoming transactions and to debit Merchant's Bank Settlement Account and the Reserve Account for the amount of all Returns and Chargebacks.

**2.7 Merchant Application.** Merchant represents and warrants to OpenEdge that all information in the Merchant Application is correct and complete. Merchant must notify OpenEdge in writing of any changes to the information in the Merchant Application, including but not limited to: any additional location or new business (the identity of principals and/or owners, the form of business organization (i.e., sole proprietorship, partnership, etc.)), type of goods and services provided and how sales are completed (i.e. by telephone, mail, or in person at Merchant's place of business). OpenEdge must receive the notice within 10 business days of the change. Merchant will provide other updated information to OpenEdge within a reasonable time upon request. Merchant is liable to OpenEdge for all losses and expenses OpenEdge incur arising out of Merchant's failure to report changes to OpenEdge. OpenEdge may immediately terminate this Agreement upon notification by Merchant of a change to the information in the Merchant Application.

**2.8 Exclusivity.** During the Term of this Agreement, Merchant will not enter into an agreement with any other entity that provides services similar to the Services without OpenEdge's written consent.

**2.9 Authorizations.** Merchant authorizes OpenEdge to audit Merchant's records, systems, processes or procedures to confirm compliance with this Agreement. Merchant will obtain, and will submit a copy of, an audit of Merchant's business when requested by OpenEdge. Merchant authorizes OpenEdge to make any credit inquiries OpenEdge consider necessary to review the acceptance and continuation of this Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to OpenEdge.

**2.10 Third Party Services.** Merchant may be using special services or software provided by a third party to assist Merchant in providing the Services, including, but not limited to, authorizations and settlements, or accounting functions. Merchant is responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure Merchant has and comply with any Software and Updates (defined below). OpenEdge has no responsibility for any transaction until that point in time OpenEdge receives data about the transaction.

### **III. Fees, Settlement, Security Interest and Recoupment**

**3.1 Authorization.** Merchant authorizes OpenEdge to present ACH debits and credits to Merchant's Settlement Account in the amount of fees and other payments due by Merchant under the Agreement. Merchant agrees to be bound by the terms of the

operating rules of NACHA, as amended from time to time. This ACH authorization will remain in effect after termination of this Agreement, and until such time as OpenEdge has received written notice terminating this authorization and all Merchant's obligations to OpenEdge have been paid in full. Merchant is solely liable for all fees and charges assessed by its financial institution, including all overdraft and NSF charges, and Merchant irrevocably releases OpenEdge and holds OpenEdge harmless from the same fees and charges, regardless of cause. OpenEdge is not liable for any delays in receipt of funds or errors in debit and credit entries caused by unaffiliated third parties including but not limited to a clearing house or Merchant's financial institution.

**3.2 Fees.** Merchant will pay OpenEdge fees ("Fees") for the Services and equipment in accordance with the rates set forth on Exhibit B. OpenEdge reserves the right to adjust the Fees at any time. Merchant's continued use of the applicable Services beyond the effective date of the price change will be deemed Merchant's consent to such price change. Merchant will also pay all taxes and other charges imposed by any governmental authority on the Services.

**3.3 Other Amounts Owed.** Merchant will immediately pay to OpenEdge any amount incurred by OpenEdge attributable to this Agreement including but not limited to returns, unauthorized Returns, Chargebacks, non-sufficient fund fees, and ACH debits that overdraw the Settlement Account, Reserve Account (defined below) or are otherwise dishonored, if applicable. OpenEdge will debit via ACH the Settlement Account, Reserve Account, or any other account Merchant has at any financial institution, for any amount Merchant owes OpenEdge under this Agreement or under any other contract, note, or guaranty, now existing or later entered into between Merchant and OpenEdge, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. If such debit does not fully reimburse OpenEdge for the amount owed, Merchant will immediately pay OpenEdge such amount.

#### **3.4 Charges and Settlement Procedures, Settlement Account.**

A. Settlement. Merchant will designate and maintain a settlement account ("Settlement Account") with a balance of available funds sufficient to cover Merchant's obligations under this Agreement. OpenEdge will debit the Fees from the Settlement Account once each business day for the previous business day's activity, once each month for the previous month's activity, or will set off the Fees from the funds due to Merchant attributable to transactions presented to OpenEdge, in its discretion.

B. Authorization. Merchant irrevocably authorizes OpenEdge to credit and debit the amounts Merchant owes OpenEdge for Fees and for amounts OpenEdge owes Merchant from and to the Settlement Account. This authority will remain in full force and effect for at least 2 years after termination of this Agreement whether or not Merchant has notified OpenEdge of a change to the Settlement Account. Merchant must obtain its prior written consent to change the Settlement Account. If Merchant changes the Settlement Account without its consent, OpenEdge may immediately terminate this Agreement and may take other action OpenEdge deems necessary, in its sole discretion. Merchant also authorizes the financial institution(s) at which Merchant maintains its Settlement Account to act in accordance with instructions from OpenEdge regarding funds in the Settlement Account, including transferring funds in the Settlement Account to OpenEdge. Merchant will indemnify and hold harmless the financial institution(s) at which Merchant maintains Merchant's Settlement Account

for acting in accordance with any instruction from OpenEdge regarding the Settlement Account. C. Withholding. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C § 365 as amended from time to time. OpenEdge will deposit into the Settlement Account funds processed by Merchant and will provide Merchant provisional credit for such funds (less recoupment of any credits, adjustments, fines, Returns, Chargebacks, Fees or other costs). Final credit for those provisional funds will be granted in OpenEdge's sole discretion. OpenEdge, and not Merchant, owns all provisional funds, and title to such funds does not pass to Merchant until all amounts owed to OpenEdge is paid or recouped and OpenEdge deems such provisional credit final, in its reasonable discretion. Merchant understands and agrees that OpenEdge may withhold deposit and payment to Merchant without notice if OpenEdge determines, in its sole discretion, that a transaction or batch of transactions poses a risk of loss. OpenEdge is not responsible for any losses Merchant may incur, including but not limited to non-sufficient fund fees, due to such delayed deposit of funds. Merchant acknowledges that Merchant's obligation to OpenEdge for all amounts owed under this Agreement arise out of the same transactions as its obligation to deposit funds into the Settlement Account.

D. Deposits. OpenEdge will initiate a deposit to the Settlement Account upon receipt of funds. The deposit will be initiated the next business day following the funding hold period. The funding hold is determined during the underwriting process. Business days shall include any Monday through Friday, excluding holidays observed by the Federal Reserve. Merchant authorizes OpenEdge to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry.

E. Reports and Asserted Errors. A statement detailing the Fees will be made available to Merchant at [www.myxcheckonline.com](http://www.myxcheckonline.com). Merchant must promptly examine all statements, and immediately notify OpenEdge in writing of any errors. Merchant's written notice must include: (1) Merchant's name and account number; (2) the dollar amount of the asserted error; (3) a description of the asserted error; and (4) an explanation of why Merchant believes an error exists and the cause of it, if known. That written notice must be received by OpenEdge within 30 calendar days after the applicable statement containing the asserted error was made available to Merchant. Merchant waives all rights to make any claim against OpenEdge or any other party for any loss or expense relating to any asserted error after such 30 day period.

### **3.5 Security Interests, Reserve Account, Recoupment and Set-Off.**

A. Security Interests. This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to OpenEdge a security interest in and lien upon: (1) all funds at any time in the Settlement Account, regardless of the source of such funds; (2) all funds at any time in the Reserve Account, regardless of the source of such funds; and (3) any and all amounts which may be due to Merchant under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Merchant agrees to provide other collateral or security to OpenEdge to secure Merchant's obligations under this Agreement upon its request. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements now existing or later entered into between Merchant and OpenEdge. This security interest may be exercised by OpenEdge without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets.

**B. Perfection.** Upon request by OpenEdge, Merchant will execute one or more financing statements, security agreements, account control agreements, or other documents to evidence this security interest. Merchant represents and warrants that no other person or entity has a security interest in the Secured Assets. Merchant will obtain OpenEdge's written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant agrees that this is a contract of recoupment and OpenEdge is not required to file a motion for relief from a bankruptcy automatic stay in order for OpenEdge to foreclose on, collect or sell any of the collateral (including any Settlement Account and/or Reserve Account). Nevertheless Merchant agrees not to contest or object to any motion for relief from the automatic stay filed by OpenEdge. Merchant authorizes OpenEdge and appoints OpenEdge as Merchant's attorney in fact to sign Merchant's name to any financing statement used for the perfection of any security interest or lien granted hereunder.

**C. Reserve Account.** OpenEdge may establish and maintain a non-interest bearing deposit account on Merchant's behalf ("Reserve Account") at a financial institution OpenEdge chooses, initially or at any time in the future, and may fund the Reserve Account with sums sufficient to satisfy Merchant's current and future obligations as determined by OpenEdge. Merchant authorizes OpenEdge to debit the Settlement Account or any other account Merchant has at any financial institution in order to establish or maintain funds in the Reserve Account. OpenEdge may deposit into the Reserve Account funds OpenEdge would otherwise be obligated to pay Merchant for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section if OpenEdge determines such action is reasonably necessary to protect its interests. OpenEdge may, without notice to Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and OpenEdge. Also, OpenEdge may exercise its rights under this Agreement against the Reserve Account to collect any amounts due to OpenEdge including, without limitation, rights of set-off and recoupment.

**D. Funds in the Reserve Account.** Merchant agrees that Merchant will not use any funds in the Reserve Account for any purpose, including but not limited to paying Chargebacks, Fees, fines or other amounts Merchant owes OpenEdge under this Agreement. OpenEdge controls all funds in the Reserve Account, and OpenEdge (and not Merchant) shall have sole control of the Reserve Account.

**E. Recoupment and Set Off.** OpenEdge has the right of recoupment and set-off. This means that OpenEdge may offset or recoup any outstanding/uncollected amounts owed by Merchant from: (1) any amounts OpenEdge would otherwise be obligated to deposit into the Settlement Account or Reserve Account; (2) any other amounts OpenEdge may owe Merchant under this Agreement or any other agreement; and (3) any funds in the Settlement Account or Reserve Account. Merchant acknowledges that in the event of a bankruptcy proceeding, in order for Merchant to provide adequate protection under Bankruptcy Code § 362 and/or 365 to OpenEdge, Merchant must create or maintain the Reserve Account as required by OpenEdge, and OpenEdge must have the right to offset and recoup against the Reserve Account for any and all obligations which Merchant may owe to OpenEdge, without regard to whether the obligations relate to transactions initiated or created before or after the filing of the bankruptcy petition.

**F. Remedies Cumulative.** The rights and remedies conferred upon OpenEdge in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of ours under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

## IV. Third Party Requirements

**4.1 NACHA Requirements.** Merchant authorizes OpenEdge, as a third party sender (as defined in the NACHA Rules), to act as Merchant's agent in processing ACH entries or check image deposits for Merchant, and acknowledges its understanding that OpenEdge will establish one or more clearing accounts with, and submit ACH entries or deposits on Merchant's behalf, to an ODFI selected by OpenEdge.

**4.2 Originator Rules.** Merchant: (A) assumes the responsibilities of and makes the warranties of an Originator (as defined in the NACHA Rules) and agrees to reimburse OpenEdge and the ODFI for returns, reversals, adjustments, reclamations and warranty claims and responsibilities related to Merchant's ACH entries or check image deposits; (B) agrees to comply with the NACHA Rules, including but not limited to the requirements of Article Three (Obligations of Originators), Article Five (Obligations of Third-Party Senders) and if international ACH entries are initiated by Merchant, the NACHA Rules applicable to IAT ACH entries, all of which are available at [www.nacha.org](http://www.nacha.org); (C) agrees to comply with all applicable state and federal laws, rules and regulations, including but not limited to sanction laws administered by the Office of Foreign Assets Control, the Electronic Funds Transfer Act, the Unlawful Internet Gambling Enforcement Act, the Check Clearing for the 21st Century Act, and Federal Reserve Board Regulation E (the foregoing and the ACH Rules are, collectively, the "Applicable Rules"); and (D) acknowledges that ACH entries may not be initiated or deposits made that violate the laws of the United States, including but not limited to the sanctions laws, regulations and orders administered by OFAC, laws, regulations, rules and orders administered by FinCEN, and any state laws, regulations or orders applicable to the providers of ACH payment services.

**4.3 Entries and Authorizations.** Merchant represents and warrants as to each ACH entry that Merchant has obtained the necessary authorizations under the NACHA Rules and Applicable Rules and that Merchant shall not initiate any funds transfer after the authorization for the same has been revoked (or the agreement between Merchant and OpenEdge has been terminated).

With respect to each entry OpenEdge sends to the ODFI on Merchant's behalf, Merchant represents and warrants to OpenEdge and the ODFI that such entry is in compliance with United States law, including, but not limited to, rules promulgated and programs administered by OFAC and FinCEN, that no such entry violates United States law, including, but not limited to, rules promulgated and programs administered by OFAC and FinCEN, that Merchant is not acting on behalf of or transmitting funds to any party subject to OFAC sanctions and that such entry complies with the laws and payment system rules of the receiving country.

Merchant acknowledges that OpenEdge, the ODFI and other parties must comply with the NACHA Rules, Applicable Rules and United States law. The performance by each of these parties, including the ODFI, of obligations with respect to such entries may cause delays in processing, settlement and/or availability of the entries. Merchant waives and releases OpenEdge and the ODFI from any liability or obligation, including, but not limited to, funds availability obligations, caused by or arising out of any such delay associated with such entries.

**4.4 Review.** Merchant understands that OpenEdge and the ODFI have the right to: (A) review, monitor and audit Merchant's ACH transactions, processes and procedures for compliance with this Agreement and the NACHA Rules; (B) limit the amount of ACH entries processed for Merchant; and (C) suspend, discontinue or terminate processing based on their assessment of the risk posed to OpenEdge, the ODFI and/or the breach or termination of Merchant's agreements with OpenEdge.



**4.5 Accuracy of Information and Errors.** Merchant is responsible for the results of using OpenEdge, the Services, and for the accuracy and adequacy of the data Merchant or OpenEdge provides to the ODFI. Merchant authorizes the ODFI to act on any instruction which has been or reasonably appears to have been sent by OpenEdge or Merchant, including but not limited to funds transfer instructions. The ODFI is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. Merchant understands that if Merchant or OpenEdge provides the ODFI with incorrect information or if there is any error in the instruction Merchant accepts full responsibility for losses resulting from any of the errors, duplication, ambiguities or fraud in the information that was provided to the ODFI. Neither OpenEdge nor the ODFI is responsible to third parties (such as, but not limited to, third party service providers and the third parties to whom wire or ACH debit or credits are transmitted and Merchant shall defend, indemnify and hold the ODFI harmless from, the actions or omissions of OpenEdge, and Merchant shall defend, indemnify and hold both OpenEdge and the ODFI harmless from any claim made against OpenEdge or the ODFI arising out of Merchant's use of the Services, breach of this Agreement, or breach of any warranty under the NACHA Rules. IN NO EVENT WILL OpenEdge OR THE ODFI BE LIABLE OR RESPONSIBLE FOR, AND MERCHANT BEARS ALL RISK ASSOCIATED WITH, FOREIGN EXCHANGE CONVERSION AND ANY GAINS AND LOSSES RESULTING FROM THE CONVERSION OF CURRENCIES IN CONNECTION WITH ANY ENTRY.

**4.6 Survival of Article IV.** This Article IV shall survive the termination of the agreement between OpenEdge and the ODFI. Notwithstanding anything to the contrary elsewhere in the Agreement, the ODFI shall be considered an intended beneficiary of this Article IV and is entitled to enforce its terms. This Article IV is agreed to in consideration of the ODFI's agreement to serve as the ODFI. Merchant waives notice of the ODFI's acceptance of this Article IV.

## **V. Confidential Information**

**5.1 Information.** For purposes of this Agreement "Confidential Information" means information belonging or relating to OpenEdge's business, including without limitation, the Software, its technology, the method of processing transactions, computer programs, software, message formats, procedures, forms, related materials, this Agreement, client lists, client information and pricing information. Merchant acknowledges that the Confidential Information has been developed through the expenditure of a significant amount of effort and resources. Merchant will not use for Merchant's own purposes, will not disclose to any third party, and will retain in strictest confidence all Confidential Information. Merchant will safeguard the Confidential Information by using the same degree of care and discretion that Merchant uses to protect Merchant's own confidential information.

**5.2 Remedy.** Merchant agrees that the Confidential Information constitutes trade secrets and that disclosures to others may result in loss or irreparable damage. Thus, if Merchant breaches this Section 5, OpenEdge will be entitled to injunctive relief in addition to any other rights to which OpenEdge may be entitled, without the necessity of proof of actual damages.

## VI. Term and Termination

**6.1 Term.** This Agreement will have an initial term of one year. After the initial term of this Agreement, this Agreement will be automatically extended for successive 1 year periods on the same terms, unless Merchant gives OpenEdge written notice of termination at least 60 days prior to the expiration of the then current term.

**6.2 Termination.** The parties will have the following rights:

A. Termination by OpenEdge. OpenEdge may terminate this Agreement for any reason without prior notice at any time, which termination may be effective immediately.

B. Termination by Merchant. Merchant has no right to terminate this Agreement except as provided in this subsection. If OpenEdge fails to perform its obligations under this Agreement, and Merchant desires to terminate this Agreement, then Merchant must give written notice to OpenEdge stating such intent, identifying the nonperformance, and giving OpenEdge the opportunity to remedy such nonperformance for a period of 60 days following the date notice is given. Upon expiration of such 60 day cure period, if the performance has not been remedied, Merchant may terminate this Agreement.

**6.3 Early Termination.** If Merchant terminates this Agreement before the end of the initial term or any renewal term in violation of this Agreement Merchant will immediately pay OpenEdge, as a deconversion cost, an early termination fee equal to \$99.00. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Other remedies OpenEdge may have under this Agreement still apply.

**6.4 Effect of Termination.** All of Merchant's obligations regarding transactions OpenEdge processes under this Agreement will survive termination. Merchant must maintain in the Settlement Account and Reserve Account enough funds to cover all Chargebacks, deposit charges, obligations, refunds and fees incurred by Merchant for at least 2 years after termination of this Agreement. Merchant authorizes OpenEdge to charge those accounts, or any other account maintained under this Agreement, for all such amounts. If the amount in the Settlement Account or Reserve Account is not adequate, Merchant will pay OpenEdge the amount Merchant owes OpenEdge upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. After the expiration of such 2 year period Merchant must provide OpenEdge with written notification indicating Merchant desires a release of any funds remaining in the Reserve Account in order to receive such funds.

## VII. Indemnification and Limitation of Liability

**7.1 Indemnification.** To the extent permissible under applicable law, Merchant will hold harmless and indemnify OpenEdge, its employees and agents against: (A) all claims by third parties arising out of this Agreement; (B) all attorneys' fees, collection costs, and other costs and expenses paid or incurred by OpenEdge in the enforcement of this Agreement, including but not limited to those resulting from any breach by Merchant of this Agreement and those related to any bankruptcy proceeding; (C) any action OpenEdge takes against the Settlement Account, Reserve Account, or any other account, pursuant to this Agreement; (D) any failure by Merchant or Merchant's employees, agents, or affiliates to comply with the terms of this Agreement; and (E) any damage due to equipment or software not purchased or leased from OpenEdge. This indemnification shall survive termination of this Agreement. Merchant is responsible and liable for the acts and omissions of Merchant's employees, agents and representatives (whether or not acting within the scope of their duties).

**7.2 Limitation of Liability.** Any liability of ours under this Agreement, whether to Merchant or any other party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (A) the amount of Fees paid by Merchant to OpenEdge

during the month in which the transaction out of which the liability arose occurred; and (B) assessments, Chargebacks, and offsets against such Fees which arose during such month. In the event more than one month is involved, the aggregate amount of its liability shall not exceed the lowest amount determined in accordance with the foregoing calculation for any one month involved. Neither OpenEdge, nor any of its agents, officers, directors, or employees shall be liable for indirect, special, or consequential damages, even if advised of the possibility of such damages.

## VIII. General

**8.1 Assignment.** Merchant may not assign this Agreement or the rights under this Agreement without its prior written consent and any purported assignment without such consent shall be void. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties. OpenEdge may use third parties to deliver the Services to Merchant. OpenEdge may assign this Agreement to any third party upon giving notice to Merchant.

**8.2 Governing Law and Jurisdiction.** This Agreement shall be exclusively governed by and construed according to the laws of the State of North Carolina. The parties irrevocably submit to the exclusive jurisdiction of the North Carolina General Court of Justice, Dare County, NC (and any federal court having jurisdiction in Fulton Dare County, North Carolina), in any action, suit or proceeding brought under this Agreement and waive, to the fullest extent it may do so, the defense of forum non conveniens.

**8.3 Waiver of Trial by Jury.** The parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement

**8.4 Relationship of the Parties.** Merchant and OpenEdge will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer or partner of the other.

**8.5 Entire Agreement.** The terms of the Merchant Application, the Schedule and the Exhibit are incorporated into the Agreement by reference. The terms of the Merchant Application and this Agreement set forth the entire understanding between OpenEdge and Merchant relating to its subject matter, and all other understandings, written or oral, are superseded.

**8.6. No Waiver of Rights.** No failure or delay by OpenEdge in exercising any power, right or remedy under this Agreement shall operate as a waiver. All waivers by OpenEdge must be in writing and signed by OpenEdge.

**8.7 Voidness.** If for any reason any court of competent jurisdiction finds any provision of this Agreement to be void or voidable, OpenEdge and Merchant agrees that the court may reform such provision(s) to render the provision(s) enforceable ensuring that the restrictions and prohibitions contained in this Agreement shall be effective to the fullest extent allowed under applicable law.

**8.8 Construction of Terms.** The captions used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Section 1.3, Sections 2.2 through 2.8, Article III, Article IV, Article V, Sections 6.3 and 6.4, Article VII and Article VIII of this Agreement shall survive its termination.

**8.9 Copies.** A facsimile of the Merchant Application or this Agreement bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

**8.10 Force Majeure.** The parties shall be released from liability under this Agreement for failure to perform any of the obligations where such failure to perform occurs by reason of any force majeure event, including, without limitation, act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military or terrorist operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

**8.11 Electronic Statements.** By executing this Agreement, Merchant consents to the electronic delivery of statements, required notices and other OpenEdge related documents, in the format described in Section 8.12 below.

**8.12 Notice.** Any notice required to be provided to Merchant by this Agreement will be effective when OpenEdge Payments LLC sends it to the email address Merchant provided in the Merchant Application, or to the physical address Merchant provided in the Merchant Application, or the most recent address OpenEdge Payments LLC has in its records, by registered or certified mail or a nationally recognized overnight courier, at its option. Any notice required to be provided to OpenEdge Payments LLC by this Agreement will be effective when sent by registered or certified mail or a nationally recognized overnight courier to the following address:

OpenEdge Payments LLC  
2578 West 600 North  
Lindon, Utah 84042  
Attention: General Counsel

**8.13 Amendments to this Agreement, Merchant Application and Additional Services.** Merchant understands that OpenEdge Payments LLC reserves the right to amend this Agreement, and the Merchant Application, at any time by providing Merchant notice of such amendments in the method described in Section 8.12. OpenEdge reserves the right to discontinue or modify this Agreement in its sole discretion upon such notice. Merchant's continued use of its Services after Merchant has been notified of any amendment(s) that have been made shall be deemed Merchant's consent to the terms in the revised Agreement. Such amendments shall be inapplicable to disputes arising, or arising out of an event occurring, prior to the date notice of such amendment was sent to Merchant.

## EXHIBIT A

### Definitions

- 1. ACH:** means the Automated Clearing House financial network.
- 2. Agreement:** means the OpenEdge Check Services Agreement, together with all of its exhibits and the Merchant Application.
- 3. OpenEdge:** means OpenEdge Payments LLC, a Delaware corporation, with offices at 2436 West 700 South Pleasant Grove, Utah 84062.
- 4. Chargeback:** means a type of Return that occurs when a bank account holder claims they did not authorize a transaction, when the account holder and the customer are not the same person (i.e., identity theft), when the authorization was not properly obtained from Merchant's customer or when a customer does not recognize a transaction.
- 5. Fees:** shall have the meaning ascribed to it in Section 3.2 of the Agreement.
- 6. FinCEN:** means the United States' government's Financial Crimes Enforcement Network.
- 7. Merchant:** means the merchant set forth on the Merchant Application, including its owners, agents, and employees.
- 8. Merchant Application:** means the merchant application attached to this Agreement.
- 9. Merchant Data:** means information in OpenEdge's possession, including that information provided on the Merchant Application as it may be updated and corrected from time to time.
- 10. NACHA Rules:** means the Operating Rules promulgated by the electronic transactions association NACHA, which are available at <http://www.nacha.org>.
- 11. ODFI:** means the originating depository financial institution that receives and processes electronic checks submitted by Merchant to OpenEdge under this Agreement.
- 12. OFAC:** means the United States government's Office of Foreign Assets Control.
- 13. Reserve Account:** shall have the meaning ascribed to it in Section 3.5 (C) of the Agreement.
- 14. Return:** means an ACH transaction rejected before being completely processed by the customer's bank (e.g., NSF, invalid account number, account closed, etc.).
- 15. Secured Assets:** shall have the meaning ascribed to it in Section 3.5 (A) of the Agreement.
- 16. Services:** means the electronic check processing and related services provided by OpenEdge to Merchant under this Agreement, including any or all of the following:
  - a. ACH Services:** shall have the meaning ascribed to it in Section 1.1 (B) of the Agreement.
  - b. Check21 Services:** shall have the meaning ascribed to it in Section 1.1 (C) of the Agreement.
  - c. Check Verification Services:** shall have the meaning ascribed to it in Section 1.1 (D) of the Agreement.
  - d. Routing Services:** shall have the meaning ascribed to it in Section 1.1 (A) of the Agreement.
- 17. Settlement Account:** shall have the meaning ascribed to it in Section 3.4 (A) of the Agreement.
- 18. Software:** shall have the meaning ascribed to it in Section 1.1 (G) of the Agreement.
- 19. Professional Service Providers:** means third-party service providers engaged by OpenEdge to provide services to Merchant or OpenEdge related to Merchant's use of the Services.

## EXHIBIT B

### Fees

Summary of Fees		ACH		AIR(Check21)	
<i>Remote Deposit Capture (ARC, BOC, POP)</i>		<i>Discount Fee</i>	<i>Per Item Fee</i>	<i>Discount Fee</i>	<i>Per Item Fee</i>
<i>Monthly Volume</i>					
Tier 1	\$ .01 - 5,000	0.00%	\$0.35	0.00%	\$0.40
Tier 2	\$ 5,001 - 20,000	0.00%	\$0.33	0.00%	\$0.38
Tier 3	\$ 20,001 - 50,000	0.00%	\$0.31	0.00%	\$0.36
Tier 4	> \$50,001	0.00%	\$0.29	0.00%	\$0.34
<i>Check Not Present (WEB, TEL, PPD, CCD)</i>		<i>Discount Fee</i>	<i>Per Item Fee</i>	<i>Discount Fee</i>	<i>Per Item Fee</i>
<i>Monthly Volume</i>					
Tier 1	\$ .01 - 5,000	0.99%	\$0.35	-	-
Tier 2	\$ 5,001 - 20,000	0.89%	\$0.33	-	-
Tier 3	\$ 20,001 - 50,000	0.79%	\$0.31	-	-
Tier 4	> \$50,001	0.69%	\$0.29	-	-
<i>Miscellaneous Fees</i>		<i>Per Account</i>			
Account on File Fee			\$10.00		
Monthly Minimum Fee			\$15.00		
Application Fee			\$50.00		
<i>ACH Return Transaction Fees</i>		<i>Per Item Fee</i>		<i>Per Item Fee</i>	
Returns (Administrative)	each		\$6.00	-	\$6.00
Unauthorized Return Transaction Fee (Chargeback)	each		\$25.00	-	\$25.00
Verification	each		\$0.10	-	\$0.10

Initial: \_\_\_\_\_



*Request for Addition to State Maintained Secondary Road System  
Caribbean Way*

**Description**

Attached is the petition for Caribbean Way to be added to the North Carolina Department of Transportation Division of Highways Secondary Road System.

**Board Action Requested**

Approve the Petition and adopt resolution

**Item Presenter**

Robert Outten, County Manager

North Carolina Department of Transportation  
Division of Highways  
Petition for Road Addition

**ROADWAY INFORMATION:** (Please Print/Type)

County: Dare Road Name: Caribbean Way  
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: The Estates at Hatteras Island Resort Length (miles): .2

Number of occupied homes having street frontage: 21 Located (miles): 400 feet

miles N  S  E  W  of the intersection of Route NC 12 and Route SR Atlantic Drive  
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of The Estates at Hatteras Island Resort in Dare County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print/Type)

Name: MARK Woods Phone Number: 301-335-7690

Street Address: 2001 Martins Point Rd.

Mailing Address: Kitty Hawk, NC 27949

**PROPERTY OWNERS**

Name

Mailing Address

Telephone

Tim Baum, President of The Estates at Hatteras Island Resort  
6400 Candlewick Court  
Sykesville, MD 21784  
410-812-6243



**North Carolina Department of Transportation  
Division of Highways  
Request for Addition to State Maintained Secondary Road System**

North Carolina

County: Dare

Road Description: Caribbean Way, The Estates at Hatteras Island Resort, Manteo, NC  
approximately 0.2 miles in length

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Dare requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Dare that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Dare at a meeting on the 21st day of October, 2019.

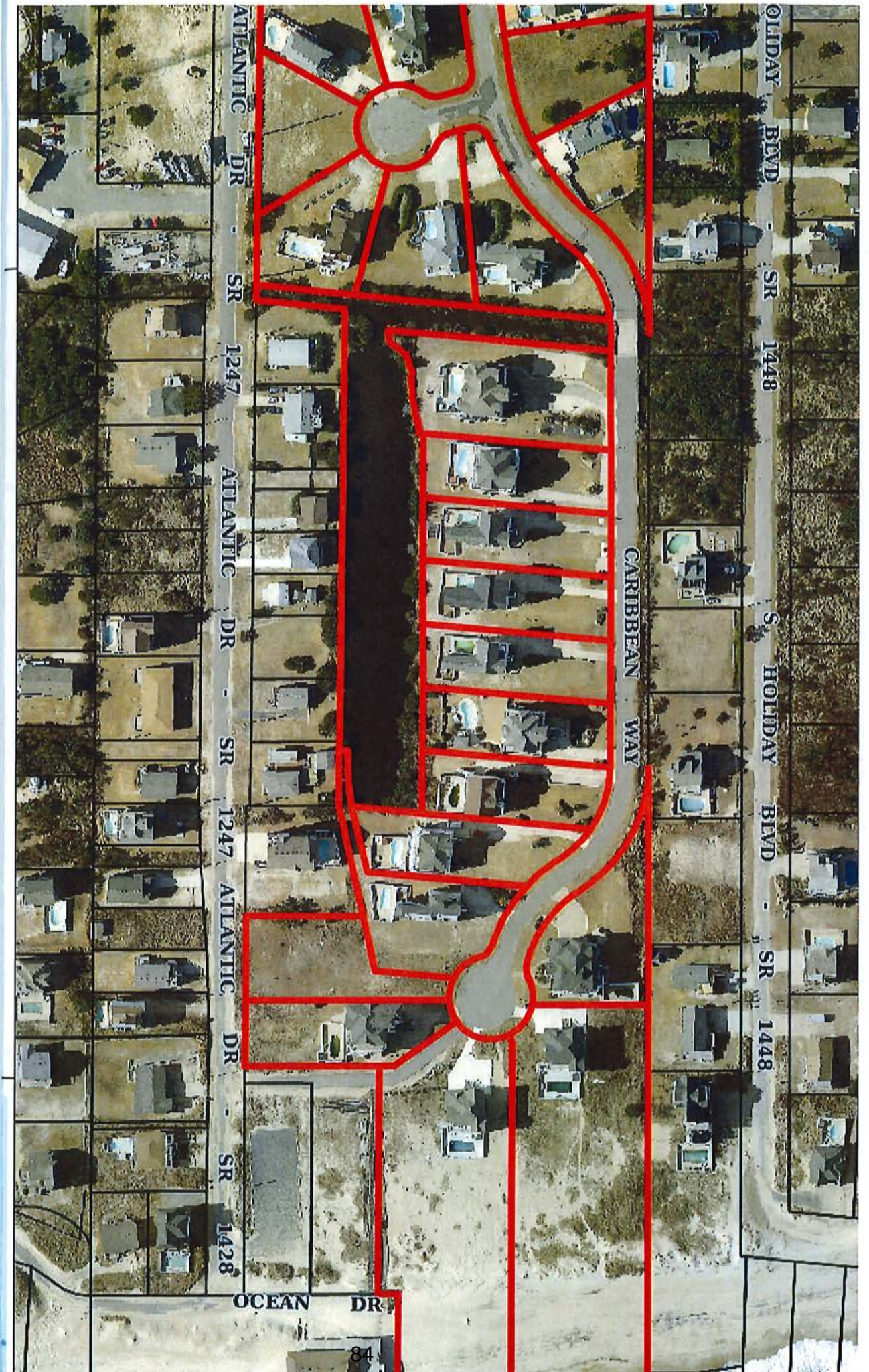
WITNESS my hand and official seal this the 21st day of October, 2019.



Clerk, Board of Commissioners  
County: \_\_\_\_\_

**PLEASE NOTE:**

**Forward direct with request to the Division Engineer, Division of Highways**



HOLIDAY BLVD

SR 1448

S HOLIDAY BLVD

SR 1448

CARIBBEAN WAY

ATLANTIC DR

SR 1247

ATLANTIC DR

SR 1247

ATLANTIC DR

SR 1428

OCEAN DR



*Board Appointments*

**Description**

1. Veterans Advisory Board
2. Dare County Center Advisory Board
3. Juvenile Crime Prevention Council

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Veterans Advisory Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

**Board Appointment**  
**Veterans Advisory Council**  
**(Staggered Three Year Term)**

Norm St. Laurent has resigned from the Veterans Advisory Council.

The Veterans Advisory Council recommends Mr. Barry L. Holt  
be appointed to fill the vacancy.

Applications have been received from:

George H. Berry  
Kenneth Bukantas  
Walton P. Burkhimer, Jr.  
Michael A. Keating  
William J. Overman, Jr.  
Barry L. Holt

**VETERANS ADVISORY COUNCIL**  
**(Staggered/Three Year Term)**

The Veterans Advisory Council serves as a liaison with the community in coordinating services and activities benefiting Veterans and their families. Members of the Veterans Advisory Council solicit information and provide updates about community based activities honoring Veterans.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Richard A. Probst 1806 Upper Dune Road Kill Devil Hills, NC 27948 502-592-7659 <a href="mailto:rprobs60@yahoo.com">rprobs60@yahoo.com</a>	5/20	Apptd. 5/19
Steve Goodheart 101 Trinitie Drive Duck, NC 27949 252-715-4577 (H) 703-861-5476 (Cell) stevegoodheart@gmail.com	5/22	Apptd. 7/18 Reapptd. 5/19
Robert J. Yanacek 1718 Creek Street Kill Devil Hills, NC 27948 252-305-5026 <a href="mailto:yanacek.rj@marinevetsobx.org">yanacek.rj@marinevetsobx.org</a>	5/21	Apptd. 5/19
Marsha Brown 163 Roanoke Trail Manteo, NC 27954 252-423-3007 (H) 252-202-2058 (C) <a href="mailto:giglineheroes@aol.com">giglineheroes@aol.com</a>	5/20	Apptd. 5/12 Reapptd. 5/14, 5/20
Ellen Aidooock 521 Canal Drive Kill Devil Hills, NC 27948 919-815-0977 <a href="mailto:ell2clif@yahoo.com">ell2clif@yahoo.com</a>	5/22	Apptd. 4/19

Blake Salmon  
25230 Bold Dune Drive, PO Box 705  
Waves, NC 27982  
(757) 869-2160  
[flyingfish577@gmail.com](mailto:flyingfish577@gmail.com)

5/21

Apptd. 6/18

Jack Shea (Ex-Officio)  
Dare County Commissioner  
290 Wax Myrtle Trail  
Southern Shores, NC 27949  
252-261-4158 (H)

Apptd. 2/17

**NOTES:**

VAC was formed on 5/7/12.

**MEETING INFO:** 4<sup>th</sup> Thursday of each month, 3 p.m., Rm. 168, Dare County Administration Building, 954 Marshall C. Collins Dr., Manteo, NC

**CONTACT INFO:** Jack Leonard, Chair

**MEMBERS COMPENSATED:** No

Lynda Hester replaced Punk Daniels 6/13  
Billy Brown replaced Clarence Skinner 7/13  
Joshua Turner filled unexpired term of Pete Groom 3/14  
Jack Leonard filled vacant seat previously held by Joe Pope 4/15  
Gary Kierney replaced Josh Turner 4/15  
Charles Read, Jr. replaced Lynda Hester 6/16  
Russell Laney filled unexpired term of Dale Draper 6/16  
Carl Reiber filled unexpired term of Billy Brown 8/16  
Jeff Slaker filled unexpired term of Clarence Lewis who resigned 12/16  
Jack Shea added as Ex-Officio member from the DCBC 2/17.  
Kelli Rose Harmon filled unexpired term of Charles B. Read, Jr. who resigned 5/17.  
Frederick W. Lamm filled unexpired term of Jeff Slaker who resigned 10/17.  
Norman St. Laurent replaced Frederick Lamm whose term expired and did not want to be reappointed 5/18  
Blake Salmon replaced Gary Kierney 6/18  
Steve Goodheart replaced Carl Reiber who resigned 7/18  
The Veteran's Advisory Council requested that Jack Shea be appointed as "Counselor" to the Veteran's Advisory Council upon his retirement. This was approved by the DCBC – 11/18  
Ellen Aidock replaced Kelli Harmon who resigned 4/19  
Richard Probst replaced Jack Leonard who resigned 5/19  
Robert Yanacek replaced Russell Laney who resigned 5/19  
Norman St. Laurent resigned 6/19

**REVISED 10/19**

1

**APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES**

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisor board or committee, please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312.

Advisory Board or Committee interested in:

1<sup>st</sup> choice Dare County ABC Board

2<sup>nd</sup> choice Dare County Veteran Advisory Board

3<sup>rd</sup> choice ~~Dare County Planning Board~~ Appntd. 7/16 Parks & Recreation Advisory Board GB

Name: George H. Berry

Address: 239 North Dogwood Trail

City/State/Zip Southern Shores, NC 27949

Telephone Home: (252) 261-1278

Business: (703) 473-0528

Resident of Dare County:  yes  no

Occupation: CEO Starfish Services, Inc.

Business Address: Same as above

Educational background:

U of Utah 1972, Navy Postgraduate School 1978, Retired Navy Commander

Business and civic experience and skills:

National Security Intelligence support for over 45 years. Manage beach rental business over 20 years. Curenly attending Vet Adv Board meetings. Member of OBX Home brewers Club.



Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

None

Have been attending VET advisory board mts

Expiration Date of Terms: \_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>Wally Overman, Commissioner</u>			
<u>Beverly Boswell, Commissioner</u>			
<u>Jack Shea, Commissioner</u>			

I understand this application will be kept on the active file for five years and I hereby authorize Dare County to verify all information included in this application.

Date: 6/29/16 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 6/29/16

Date forwarded to County Commissioners: \_\_\_\_\_

### APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice VA Advisory (VETS)

2<sup>nd</sup> choice SENIOR Advisory Board

3<sup>rd</sup> choice \_\_\_\_\_

Name KENNETH BUKANTAS

Address 288 WAY MYRTLE TR

City/State/Zip SOUTHERN SHORES, NC 27949

Email Address Kenbukantas@outlook.com

Telephone Home: 252 2617322

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Retired Accountant

Business Address: N/A

Educational background:

8 yr USMC for military experience  
ENLISHED Agent - IRS TAX

Business and civic experience and skills:

BUSINESS OWNER - ACCOUNTING PRACTICE  
for 30 years

Other Boards/Committees/Commissions on which you presently serve:

\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Jack Shear			261 4158
Wally Overman			216 6042
Carole Waznecki			207 6776

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/1/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-2-18

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Airport Authority

2<sup>nd</sup> choice Veterans Advisory Council

3<sup>rd</sup> choice \_\_\_\_\_

Name Walton P. Burkheimer, Jr. ("Pete")

Address 302 Saint Louis Street

City/State/Zip Kill Devil Hills, NC 27948

Email Address wpburkheimer1@gmail.com

Telephone Home: 757-478-5970

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Civil Engineer

Business Address: same as residence

Educational background:

BS Civil Engineering, NC State University 1969

Business and civic experience and skills:

Licensed Professional Engineer, NC & VA; Town Engineer for KDH 13 years

Active @ KHUMC. 45 yrs active in civic, community affairs. Former liaison to another airport authority

Other Boards/Committees/Commissions on which you presently serve:

None

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Charles Davidson	doctor	3618 S Old Nags Head Woods Rd, Nags Head, NC 27959	252-548-9141
Debora Diaz	Town Manager, KDH	102 Town Hall Dr, Kill Devil Hills, NC 27948	252-449-5300
Robert Woodard	Chair, Dare County BOC	2305 Bay Dr, Kill Devil Hills, NC 27948	252-216-8240

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: November 9, 2018 Signature of applicant: *Wally P...*

FOR OFFICE USE ONLY:

Date received: 11-13-18

### APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Dare County Veterans Advisory Council

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name: Michael A. Keating

Address: 5213 Lunar Drive

City/State/Zip Kitty Hawk, N.C. 27949

Telephone Home: 252-489-7311

Business: N/A

Resident of Dare County:  yes  no

Occupation: Retired

Business Address: N/A

Educational background:

Associates Degree COA Dare County Campus

Business and civic experience and skills:

Retired as Customer Svc. Mgr. from City Beverage Co  
Assistant Jr. Vice Commandant Marine Corps League O BX  
In my younger years I coached Little League Baseball  
Six years total Marine Corps  
Also a member of the Eagles Club where I have  
assisted with several fundraisers.

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

N/A

Expiration Date of Terms: N/A

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Frank Draper	retired	P.O. Box 574 Kitty Hawk N.C.	252-255-0619
Robert Yanceek	sect. Mgr. Walmart	1718 Creek St Kill Devil Hills N.C.	252-305-5026
Don Hudson	retired	P.O. Box 231 Corolla, N.C.	703-863-1786

I understand this application will be kept on the active file for five years and I hereby authorize Dare County to verify all information included in this application.

Date: 10 May 2016 Signature of applicant: Michael A. Keating

FOR OFFICE USE ONLY:

Date received: 5/26/16

Date forwarded to County Commissioners: \_\_\_\_\_

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Airport Authority

2<sup>nd</sup> choice Planning Board

3<sup>rd</sup> choice Veterans Advisory Council

Name William J. Overman, Jr.

Address 110 Puddle Lane

City/State/Zip Manteo, NC 27954-9595

Email Address four6ranch@earthlink.net

Telephone Home: 252-473-2126

Business:         

Resident of Dare County:  yes                       no

Occupation: Retired U.S. Navy

Business Address:         

Educational background:

B.S. Wake Forest University

Post Grad U of Pitt

Business and civic experience and skills:

Airport Authority early 2000s

Albemarle Commission

First Fit Society Bd 20 YRS  
1<sup>st</sup> Fit Military Officers Ass. (MOAA) Local Chapter 4 YRS Pres  
MOAA State President & Bd of Directors  
4<sup>th</sup> Branch Bd (Federal 98-chair)



Other Boards/Committees/Commissions on which you presently serve:

NONE

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>CLARENCE SKINNER</u>			
<u>DR. CHARLES DAVIDSON</u>			
<u>JAY WHEELER</u>			

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 1/26/17 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 1/26/17

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice VETERANS ADVISORY BOARD

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name BARRY L. HOLT AKA "FUZZY"

Address 48 JOVERS LAKE

City/State/Zip WACHUSE N.C. 27981

Email Address barry.holt279@gmail.com

Telephone Home: 252-473-6010

Business: \_\_\_\_\_

Resident of Dare County:  yes \_\_\_\_\_ no

Occupation: RETIRED U.S. Army Corps of Engineers

Business Address: \_\_\_\_\_

Educational background:

College Grad. Business Management

25 yrs. of government schools in Engineering 1 to 2 wks, yearly

Business and civic experience and skills:

Oregon Inlet Waterway Comm. AS REG. FOR CORPS

1967, 68, + 69 Vietnam 29 years of Federal Service  
U.S. Army 1966-1970 MI

Other Boards/Committees/Commissions on which you presently serve:

NONE

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Bob Peeler	Director	Walden Marino Industrial Park	252-216-8889
Roger Bullock	Asst. Chief Operations	220 Julet Dr Wilmington	919-540-9265
Rick Casey	Retired	207 Hawthorne Rd Edenton N.C.	252-423-1227

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 9-12-19 Signature of applicant: Bryan L. Holt

FOR OFFICE USE ONLY:

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



*Dare County Center Advisory Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

August 2019

**BOARD APPOINTMENTS**  
**DARE COUNTY CENTER ADVISORY BOARD**  
(Staggered/Three Year Term)

**Paula Oliver has resigned**

**The Dare County Center Advisory Board recommends  
Emily Hall be appointed to complete the remaining one year of the term of Paul Oliver**

**Applications have been received from:**  
**Stephanie J. Harkness-Moxley**  
**Emily Hall**

Other Members: See attached list

**DARE COUNTY CENTER ADVISORY BOARD**

**(Three Year Term)**

**This Board advises and promotes goals and policies to enhance  
Dare County Center operations and community outreach.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Rob Ross 105 East Sand Fiddler Court Nags Head, NC 27959 <a href="mailto:Rob.ross@darenc.com">Rob.ross@darenc.com</a> 2166869	8/20	Apptd. 6/17
Paula Oliver 109 Rial Court Manteo, NC 27954 473-2944 (H) 423-0668 (Cell) CAPS@Charter.Net	8/20	Apptd. 8/17
Flossie Tugwell P.O. Box 896 Nags Head, NC 27959 473-5993	8/21	Apptd.8/10 Reapptd. 8/12, 15, 18
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 473-3589	8/21	Apptd. 8/14 Reapptd. 8/15, 18
John D. Sibunka 132 Gareth Circle Manteo, NC 27954 473-3300	8/20	Apptd. 8/10 Reapptd. 8/14, 8/17
Lynda Hester, CH. P.O. Box 457 Manteo, NC 27954	8/22	Apptd. 8/10 Reapptd. 8/13, 16, 19
Mitchell Bateman P.O. Box 100 Wanchese, NC 27981 473-3350	8/20	Apptd.8/14 Reapptd. 8/17
Samantha Brown 2621 S. Bridge Lane Nags Head, NC 27959 207-2933(H) 305-1414 (O)	8/20	Apptd. 12/16 Reapptd. 8/17

Sara J. Hester-Smith PO Box 762 Manteo, NC 27954 489-6554 sjoihester@gmail.com	8/22	Apptd. 12/17 Reapptd. 8/19
Daniel Otte' 185 The Dogwoods Manteo, NC 27954 473-1883(H), 473-8883 (Cell)	8/22	Apptd. 8/16 Reapptd. 8/19
Reha Otte' 185 The Dogwoods Manteo, NC 27954 473-1883(H), 473-8883 (Cell)	8/22	Apptd. 8/19
Tiffany Wescott P.O. Box 2148 Manteo, NC 27954 216-6341	8/21	Apptd. 8/15 Reapptd. 8/18
Anastacia Davis P.O. Box 1097 Manteo, NC 27954 473-5687	8/21	Apptd. 8/15 Reapptd. 8/18

**NOTES:**

**MEETING INFO:** 2<sup>nd</sup> Tuesday -monthly, (except June, July, Aug.) 9 a.m., Dare Center Meeting Room

**CONTACT INFO:** Lynda Hester, Chairman  
Sandy Scarborough, Director of Dare Center

**MEMBERS COMPENSATED:** No

Flossie Tugwell filled unexpired term of Betty Blanchard 8/10.  
John Sibunka filled unexpired term of Doris Young 8/10  
Lynda Hester appointed as an add'l member 8/10.  
John Robbins filled unexpired term of Jimmie Williams 6/12.  
Suzy Barrett filled unexpired term of Catherine McCabe 2/13.  
Ann Groves replaced James Harris 9/13.  
Brooke McCord appointed to fill unexpired term of Malcolm Fearing 9/13.  
Mitchell Bateman replaced Isabel Cooper 8/14; Mary Pendill filled unexpired term of Betty Mann 8/14.  
Margaret Umphlett replaced Virginia Tillett 12/14.  
Tiffany Wescott replaced Suzy Barrett 8/15; Anastacia Davis replaced Fred Brumbach 8/15.  
Jean Council replaced James Brown 8/16; Daniel Otte' replaced John Robbins 8/16.  
Samantha Brown filled unexpired term of Brook McCord 12/16.  
Robb Ross replaced Margaret Umphlett 6/17  
Paula Oliver replaced Bea Basnight 8/17  
Sarah Hester-Smith appointed to fill unexpired term of Jean Farr Council who resigned 12/17  
Lynda Hester, Sara Hester-Smith and Daniel Otte reapptd. 8/19; Reha Otte' apptd 3 yr term 8/5/19 to replace Rodney Benson who resigned;

**REVISED 8/19**

# **DARE COUNTY CENTER ADVISORY BOARD**

## **Nominating Committee Recommendations**

**October 8, 2019**

**The Nominating Committee for the Dare County Center Advisory Board would like to recommend that Emily Hall be appointed to complete the remaining one year of the term of Paula Oliver on the Center's Advisory Board.**

**Submitted by:**

**Flossie Tugwell**

**Reha Otte**

**Dan Otte**



Emily Hall is the Children's Director at Mount Olivet United Methodist Church and has an impressive history with children's ministries for over 12 years. Her energy and ideas will add to the volunteer programs of the Dare County Center and help increase interaction with the younger generations.

Emily is professional, knowledgeable, organized, and takes initiative in jumping in and helping others. She will make a great addition to the Dare County Center Advisory Board as she also has a passion in reaching out to the community and including them in all events.

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Parks and Recreation - *apptd 7/18*

2<sup>nd</sup> choice Dare County Center Advisory Board

3<sup>rd</sup> choice Roanoke Island Community Center Board

Name Stephanie J. Harkness-Moxley

Address 152 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address smoxley@madrivier.com

Telephone Home: 843-540-2358 (cell)

Business: 252-573-8248

Resident of Dare County:  yes  no

Occupation: Paralegal

Business Address: 207 Queen Elizabeth Ave., Ste. 101, Manteo, NC 27954

Educational background:

Bachelor of Arts in International Studies from The Ohio State University

Post Graduate work in Paralegal Studies at Technical College of the Lowcountry

Business and civic experience and skills:

Please see attached resume.

Other Boards/Committees/Commissions on which you presently serve:  
 Manteo MS PTO: Volunteer Cord.; Premier Soccer Manteo, Inc.: Secretary;

---

Outer Banks Youth Soccer Assoc.: Secretary, Director Concessions;

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#### REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Josh Deal	Atlantic Flooring, owner	502 Hwy 64, Manteo	305-4037
Susan Harman-Scott	Attorney	207 QE Ave., Ste. 101, Manteo	573-8248
Diane Bognich	Finance Officer, OBX Inc.,	1 Vist. Ctr. Cir., Manteo	256-0588

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 5/4/2018 Signature of applicant: *Stelanie Harman-Meyers*

---

FOR OFFICE USE ONLY:

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

## Stephanie Harkness-Moxley

---

152 Brakewood Rd  
Manteo, NC 27954

(843) 540-2358  
smoxley@madriver.com

As I integrate into my new community, I hope to expand my participation in community and civic organizations.

### **Susan Harman-Scott, Attorney at Law, PLLC**

#### **Manteo, NC – June 2016 to Present**

Paralegal for single practitioner office. Research and implement new technologies and case management software. Primary point of contact for clients, associated parties, and general public. Maintain and organize client files. Prepare documents for court and perform supporting research and background.

### **McDougall Law Firm**

#### **Beaufort, SC – July 2015 to June 2016**

Litigation Paralegal supporting assigned attorneys with responsibilities for the maintenance and organization of files from opening of case to final disposition. Point of contact for clients, associated parties. Prepare all court documents, correspondence, evidence and supporting documentation, research and background.

### **Bennett Law Firm, LLC**

#### **Ridgeland, SC – July 2014 to July 2015**

Litigation Paralegal in boutique law firm, supporting attorney in all stages of case development for civil litigation, family, simple probate and minor criminal matters.

### **Tupper, Grimsley, & Dean, P.A. Beaufort, SC - July 2011 to July 2014**

Insurance Defense Litigation Paralegal supporting assigned attorneys with responsibilities for the timely and accurate preparation of documentation through all stages of a case including the initial response to new actions, discovery, mediation, and settlement or trial.

### **LowCountry Legal Volunteers**

#### **January 2011 to July 2011**

Unpaid Student Intern: paralegal for a non-profit legal aid organization focusing mainly on family law issues for the under-serviced of Beaufort County.

### **Lost Penguin Deli**

#### **Bluffton, SC - October 2006-July 2010**

Responsible for all aspects of small business ownership including business development and creation of social media and traditional advertising programs, inventory control and human resources.

**Certifications:** North Carolina Notary Public, Commission expires 7/7/2021

**Computer Proficiencies:**

Microsoft Office Suite including Entourage and Outlook for both Windows XP and Mac OS X (Mavericks) platforms; Word Perfect, LexisNexis, Westlaw, eCopy, TABS 3, Clio, Office365 and DropBox; iPad and iPhone mobile computing platforms for office connectivity while off site.

**Education:**

The Ohio State University, Bachelor of Arts: International Relations

Technical College of the Lowcountry, Paralegal Certificate from an ABA credentialed program, Honor graduate

**Community Involvement:**

Manteo Middle School Parent Teacher Organization: Volunteer Coordinator 2017-present

Premier Soccer Training Manteo, Inc.: Board of Directors, Secretary 2017- present

Outer Banks Youth Soccer Association: Board of Directors, Secretary, Director of Concessions 2017-present

Lower Coastal Soccer Academy: Board of Directors, Secretary 2011-2016; Developmental Coordinator 2014-2016; Team Manager for '04 travel team 2011- 2016

Beaufort Water Festival: Volunteer with Young Lawyers Association during Beaufort's premier festival 2011-2015



*Juvenile Crime Prevention Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

October 2019

**JUVENILE CRIME PREVENTION COUNCIL**  
**(Two Year Term)**

As outlined and funded by the Juvenile Justice Reform Act of 1998, the Juvenile Crime Prevention Council assumes responsibility for assessing needs, funding community-based alternatives for troubled youth who enter the courts, and supporting prevention programs.

The following members have retired:

**Bonnie Bennett**  
**(Treasurer)**

**Richard J. Martin**  
**(Member at Large)**

The Council recommends:

Shannon Glaser, the new Program Manager for Dare County Friends of Youth, be appointed to replace Bonnie Bennett. (Treasurer) and Todd Heineche be appointed to replace Richard J. Martin (Member at Large)

**Applications have been received from:**

Shannon Glaser, Todd Heineche, Amber Jennings, Shannon Brooks, Lynette Ford, and Allen Moran

Other Members:  
See attached list

**JUVENILE CRIME PREVENTION COUNCIL**

(Two Year Term)

**As outlined and funded by the Juvenile Justice Reform Act of 1998,  
the Juvenile Crime Prevention Council assumes responsibility for assessing  
needs, funding community-based alternatives for troubled youth who enter  
the courts, and supporting prevention programs.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Robert Trivette P.O. Box 888 Kitty Hawk, NC 27949 261-9727 (H), 305-3739 (O) (District Court Judge/Co. Comm. Appt.)	6/21	Apptd. 1/12 Reapptd. 6/13,15,17, 19
Molly McGinnis 121 Fort Hugar Way Manteo, NC 27954 489-9405 Cell 489-7050 Work Cell mcginnismo@daretolearn.org (School Supt. or designee)	6/21	Apptd. 3/18, 6/19
Vance Haskett P.O. Box 246 Manteo, NC 27954 473-2069 (Police Chief)	6/21	Apptd. 1/08 Reapptd. 7/09,11,13,15, 17, 19
Gail Hutchison 6115 Hwy 64 Manns Harbor, NC 27953 252-216-8337 (Local Sheriff or designee)	6/21	Apptd. 6/13 Reapptd. 6/15, 17, 19
Jennifer Karpowicz P.O. Box 1276 Manteo, NC 27954 919-357-5700 (Asst. Dist. Atty. or designee)	6/21	Apptd. 7/09 Reapptd. 6/11,13,15,17, 6/19
Edward Hall, Jr. Chief Court Counselor, District 1 1305 McPherson Street Elizabeth City, NC 27909 252-331-4759 (O) Edward.hall@ncdps.gov (Chief Court Counselor or designee)	6/21	Apptd. 6/18, 19



Keith Letchworth 1708 E. Arlingto Blvd. Greenville, NC 27834 252-347-6365 (Director AMH/DD /SA or designee)	6/21	Apptd. 1/16, 6/17 6/19
Bonnie Bennett, Treas. P.O. Box 1000 Manteo, NC 27954 475-5753 (County Manager or designee)	6/21	Apptd. 1/99 Reapptd. 1/01 Reapptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15,17, 19
Melinda Mogowski P.O. Box 3707 Kill Devil Hills, NC 27948 441-3536 (Substance Abuse Professional)	6/20	Apptd. 1/99 Reapptd. 1/01 Reapptd. 1/03 Reapptd. 10/04,06,08 6/10,12,14,16, 18
Stephen Wescott P.O. Box 2148 Manteo, NC 27954 216-6358 (Member of Faith Community)	6/20	Apptd. 11/11 Reapptd. 6/12,14,16 6/18
Steve House 288 N. Dogwood Trail PO Box 1093 Southern Shores, NC 27949 216-8985 cell; 305-9258 home Steve.house@darenc.com (County Commissioner)	6/21	Apptd. 6/17, 19
Pat Hudspeth, <b>CH</b> 5200 Pine Hill Lane Kitty Hawk, NC 27949 252-473-3484 (Juvenile Defense Attorney)	6/21	Apptd. 3/08 Reapptd. /09,11,13,15 17, 19
Richard J.Martin P.O. Box 1878 Manteo, NC 27954 473-1957 (At Large)	6/21	Apptd. 1/99 Reapptd. 6/13,15,17, 19
Jennifer Alexander 116 Tall Pines Court Kill Devil Hills, NC 27948 252-202-2777 jnicolealexander@yahoo.com (Member of Business Community)	6/20	Apptd. 1/19

<p>Chelsea Artzt  P.O. Box 913  Avon, NC 27915  252-995-9595(B)  865-306-9458 (H)  chelseartzt@gmail.com  (Student Representative)</p>	6/21	Apptd. 6/19
<p>Michael Lewis  P.O. Box 1490  Manteo, NC 27954  252-216-5257 (H)  252-473-5121  (Rep. United Way/other Non-profit)</p>	6/20	Apptd. 2/16 Rapptd. 6/16, 18
<p>Laura Twichell  P.O. Box 2311  Manteo, NC 27954  315-345-6464  (At Large)</p>	6/21	Apptd. 6/15 Reapptd 6/17, 19
<p>Shelia Davies  P.O. Box 669  Manteo, NC 27954  475-5500  (Director-Health &amp; Human Services)</p>	6/21	Apptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15, 17, 19
<p>Katherine Irby  P.O. Box 1000  Manteo, NC 27954  473-4290  (4-H/SOS-At Larg.)</p>	6/21	Apptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15, 17, 19
<p>Marcus Hester-Smith  935 Hwy 64/264  Manteo, NC 27954  252-489-0838(H)  252-473-4800(B)  Hestersmith0bx@gmailcom  (At Large)</p>	6/21	Apptd. 6/19
<p>Tim White  P.O. Box 1000  Manteo, NC 27954  475-5916  (Director, Parks &amp; Rec.)</p>	6/20	Apptd. 6/08 Reapptd.6/10,12,14,16 6/18
<p>Craig S. Albert  74 Gravey Pond Lane  Southern Shores, NC 27949  440-666-2209 (H)  graveypond@yahoo.com  At Large</p>	6/21	Apptd. 6/19

Nancy Griffin 94 Skyco Rd. Manteo, NC 27954 423-1781 (At Large)	6/21	Apptd. 6/15 Reapptd. 6/17, 19
Marsha Ribner-Cady 103 Weir Point Dr. Manteo, NC 27954 252-473-3094(At Large)	6/20	Apptd. 6/10 Reapptd. 6/12,14,16 6/18
Lara Cate Wright 3506 Mill Landing Rd. Wanchese, NC 27981 252-216-6571 (Youth Rep. under age 18)	8/21	Apptd. 8/19

**NOTES:**

**MEETING INFO. - 2<sup>nd</sup> Tues. each month at 12:30 p.m., Rm. 238, Admin. Bldg.**

**CONTACT INFO:** Bonnie Bennett, Friends of Youth  
Jay Burrus, Dept. of Health & Human Services Director  
Pat Hudspeth, Chair

**MEMBERS COMPENSATED:** No

Doug Oberbeck replaced Dave Cheesman 7/07.  
Tom Waite replaced Tim Hill 7/07.  
Jane Midgett replaced Betty Selby 7/07.  
Renee Welch replaced Amy Wells 7/07.  
Richard Martin replaced DuWayne Gibbs 7/07.  
Katie Lee and Kasey Rollinson filled vacant youth rep. positions 11/07.  
Vance Haskett appointed to fill unexpired term of Francis D'Ambra 1/08.  
Winfield Bevins replaced Jim Southern 6/08.  
Tim White replaced Cliff Ogburn 6/08.  
Sarah Massey filled unexpired term of Tom Waite 10/08.  
Tom Williamson filled unexpired term of Jane Midgett 12/08.  
Melinda Maher filled unexpired term of Renee Welch 12/08.  
Sara Gist filled vacant at large student rep 12/08.  
Richard Martin replaced Nancy Griffin 7/09.  
Jennifer Karpowicz replaced Kimberly Pellini 7/09.  
Kevin Brunk filled unexpired term of Winfield Bevins 7/09.  
Lora Vann filled unexpired Sarah Massey 11/09.  
Lora Gilreath filled unexpired term of Cole Beasley 6/10.  
Marsha Ribner-Cady filled vacant at large seat 6/10.  
Ron Bennett appointed to fill unexpired term of Eddie Lynch 1/11.  
Tripp Hobbs replaced Richard Martin 6/11.  
Jeff Deringer replaced Doug Oberbeck 6/11.  
Richard Martin replaced Edgar Barnes 6/11.  
Lynette Ford replaced Thomas Williamson 6/11.  
Tony Gray replaced Melinda Maher 6/11.  
Sheila Davies filled unexpired term of Tony Gray 11/11.  
Stephen Wescott filled unexpired term of Kevin Brunk 11/11.  
Kara Rap filled unexpired term of Elise Quidley 11/11.

Wes Rawles filled unexpired term of David Spruill 11/11.  
Matthew Schofield filled unexpired term of Lynette Ford 6/12.  
Natalie Evans filled unexpired term of Matthew Schofield 2/13.  
Malinda Lathan filled unexpired term of Shelia Davies 2/13.  
Teresa Twyne filled unexpired term of Tripp Hobbs 10/13.  
Bobbie Lowe filled unexpired term of Sarah Massey 4/14.  
Adam Leggett filled unexpired term of Bobbie Lowe 12/14.  
Margarette Umphlett filled unexpired term of Virginia Tillet 12/14.  
Appointment for Health Department combined with appointment for Social Services, (Health and Human Services) 2014.  
Laura Twichell replaced Natalie Evans 6/15.  
Nancy Griffin replaced Lora Gilreath 6/15.  
Alejandra Monica-Sanchez appointed to fill unexpired term of Austin Banks 11/15.  
Joshua Tolson appointed to fill unexpired term of Abby Haywood 11/15.  
John Gardner filled unexpired term of Ron Bennett 1/16.  
Keith Letchworth filled unexpired term of Adam Leggett 1/16.  
Ryan Henderson filled vacant, at large seat 1/16.  
Michael Lewis filled unexpired term of Lynn Bryant 2/16.  
LaQreshia Bates-Harley filled unexpired term of Sherri Ellington 6/16.  
Lionel Ray Robinson replaced Malinda Lathan 6/17  
Steve House replaced Margarette Umphlett 6/17  
Mollee Sinks appointed to fill unexpired term of Alejandra Monica-Sanchez 9/17  
Josh Houston appointed to fill unexpired term of Joshua Tolson 11/17  
Molly McGinnis appointed to fill unexpired term of Teresa Twyne 3/18  
John Gardner did not want to be reappointed, his replacement was deferred to later 6/18  
Edward Hall, Jr. filled unexpired term of LaQreshia Bates-Harley 6/18  
Jennifer Alexander was appointed to fill the vacancy for member of the Business Community 1/19  
Melanie Gonzalez appointed to fill the vacant student representative seat 1/19  
Marcus Hester-Smith filled the At-Large seat held by Lionel Ray Robinson 6/19  
Craig Albert appointed to fill the At-Large seat held by Ryan Henderson 6/19  
Chelsea Artzt appointed to replace Melanie Gonzalez as student representative 6/19  
Lara Cate Wright appointed as student representative 8/19

**REVISED 8/19**



# COUNTY OF DARE

P.O. Box 1000, Manteo, North Carolina 27954

(252) 475-5000

To: Cheryl Anby

From: Pat Hudspeth, Chair JCPC

PH received  
10/8/19

Date: October 8, 2019

Attached is one application from Shannon Glaser, the new Program Manager for Dare County Friends of Youth, for the one open seat of Designee County Manager with the Juvenile Crime Prevention Council, term July 1, 2019-June 30, 2021.

Bonnie Bennett held the seat previously from January 1999 through August 2019.

Thank you for your assistance in this matter.

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to [cheryl.anby@darenc.com](mailto:cheryl.anby@darenc.com)

Advisory Board or Committee interested in:

1<sup>st</sup> choice

Juvenile Crime Prevention Council

2<sup>nd</sup> choice

\_\_\_\_\_

3<sup>rd</sup> choice

\_\_\_\_\_

Name Shannon Toler Glaser

Address 706 Canal Drive

City/State/Zip Kill Devil Hills/NC/27948

Email Address Shannon.glaser@darenc.com

Telephone Home: 252-489-9137

Business: 252-475-5689

Resident of Dare County:  yes  no

Occupation: Program Manager DC Friends of Youth

Business Address: 954 Marshall Collins Dr, Manteo NC

Educational background:

Special education teacher - 16 years

Masters Degree - Educational Leadership

Business and civic experience and skills:

Special Olympics Basketball Coach

Past Teen Court Director

Other Boards/Committees/Commissions on which you presently serve:


\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Bonnie Bennett	Friends of Youth	954 Marshall Collins Dr.	252-475-5753
Juliane Kelly	Marketing/PR/Visitor Bureau	Nags Head NC	252-256-5060
Gene Hanley	Teacher	Sebastian, Florida	631-827-5010

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 8-14-19 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 10/8/19

1

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Juvenile Crime Prevention Council

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name TODD Heinecke

Address 212 W Barnes St

City/State/Zip Wags Head NC 27959

Email Address theinecke@ymcasher.org

Telephone Home: 513-546-2344

Business: 252-449-8897

Resident of Dare County:  yes  no

Occupation: YMCA Executive Director

Business Address: 3000 S. Croatan Hwy Wags Head NC 27959

Educational background:

University of Cincinnati - Bachelor of Science - Health Promotion & Education

Business and civic experience and skills:

Non profit management for 20+ years - PhD degree Knight of Columbus - Rotary member - Kiwanis Club



Other Boards/Committees/Commissions on which you presently serve:

- Ⓢ Children & youth partnership for Dare County
- Ⓢ First Step Rotary

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Wendy Meade	YMCA	3000 S. Croatan Hwy	252-444-8497
Joey Fitzgerald	Oaks Park Church	3000 S. Croatan Hwy	252-489-5336
Samantha Willis	YMCA	3000 S. Croatan Hwy	434-222-9582

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 10/9/19 Signature of applicant: T-11

FOR OFFICE USE ONLY:

Date received: 10/10/19

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Nursing Home Community Advisory Council

2<sup>nd</sup> choice Older Adult Services Advisory Council

3<sup>rd</sup> choice Health and Human Services Board

4<sup>th</sup> choice: Juvenile Crime Prevention Council

Name Amber Jennings

Address 106 E. Swan Court

City/State/Zip Kill Devil Mills, NC

Email Address anharrison1229@yahoo.com

Telephone Home: 252-661-3207

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Probation/Parole Officer

Business Address: 407 N. Hwy 64/264 Manteo, NC 27954

Educational background:

Bachelors Degree - Campbell University

Masters Degree - in progress - Penn State University

Business and civic experience and skills:

\_\_\_\_\_  
\_\_\_\_\_

Other Boards/Committees/Commissions on which you presently serve:


Previous President of Camden County Community  
Advisory Committee for Nursing and Adult Care Homes

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>Brandi Jordan</u>	<u>Albermarle Commission Ombudsman</u>	<u>Camden, NC</u>	<u>252-340-9004</u>
<u>Jasmine</u>			<u>252-722-2714</u>
<u>Angela Wood</u>	<u>Deputy Clerk of Superior Court</u>	<u>5050g Hollow Rd Camden, NC</u>	<u>252-312-7961</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 8-13-19 Signature of applicant: 

FOR OFFICE USE ONLY:

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

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice JUVENILE Crime Prevention Council

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name Shannon Brooks

Address 104 Beck's Ct.

City/State/Zip Manteo, NC 27954

Email Address: sebrooks@ncsu.edu

Telephone Home: 252-475-0413

Business: 252-472-4290

Resident of Dare County:  yes  no

Occupation: Director of NC State Cooperative Extension

Business Address: 517 Budleigh St. Manteo, NC 27954

Educational background:  
BA Anthropolgy from Texas State Univeristy, MS Agricultural Education from Montana State University

Business and civic experience and skills:

I am currently the Director of Dare County's NC State Cooperative Extension that manages the Dare County 4-H program. Dare County 4-H youth participate in curriculum based out of school programming that is nationally recognized.

Other Boards/Committees/Commissions on which you presently serve:

Dare County Master Gardener Volunteer Association - Advisor

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>Tim White</u>	<u>Director of Public Services for Dare County</u>	<u><del>timwhite@</del></u>	<u>twhite@dare.nc.gov</u>
<u>Bonnie Bennett</u>	<u>Program Coordinator of Friends of Youth</u>	<u><del>darenc.gov</del></u>	<u>bbfay@dare.nc.gov</u>
<u>Janice Tillet</u>	<u>Retired</u>	<u>Manteo NC</u>	<u>janicetillett1@gmail.com</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 09/06/17 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

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

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Roanoke Island Community Center Board  
2<sup>nd</sup> choice Parks and Recreation  
3<sup>rd</sup> choice Juvenile Crime Prevention (Depends on work schedule)

Name Lynette Ford

Address 104 Elsie Daniels Lane

City/State/Zip Manteo, Nc 27954

Email Address fordly@daretolearn.org / lynetteford5748@gmail.com

Telephone Home: (252) 305-5748

Business: (252) 449-7000 Ext 2466

Resident of Dare County:  yes  no

Occupation: History Teacher

Business Address: First Flight High School

Educational background:

B.A. History (FSU), Associate Degree (COADARE); Manteo High School Graduate

Business and civic experience and skills: FFHS TEACHER

Monday Night Alive tutor; Volunteer (10 yrs), OBX Marathon volunteer  
I enjoy being a public servant. Familiar with the community and their needs.

Other Boards/Committees/Commissions on which you presently serve:

\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Paul Charon	Lost Colony Brewery	Manteo	(252) 305-3666
Virginia Tillett		Manteo	(252) 473-2753
Jane Midgett	school board receptionist	Manteo	(252) 473-8995

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 3/16/18 Signature of applicant: *Lynette Ford*

FOR OFFICE USE ONLY:

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

**APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES**

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Planning Board, Tourism Bd., Oregon Inlet Waterways Comm.  
2<sup>nd</sup> choice Juvenile Crime Prevention Council, Board of Adjustment  
3<sup>rd</sup> choice ABC Board, Roanoke Island Community Center Bd. <sup>Apptd 6/15</sup>  
Name: Allen Moran (Planning Board - District 1, At Large)

Address: 381 Mother Vineyard Rd. Health & Human Services Bd.

City/State/Zip Manteo, N.C. 27954

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County:  yes  no

Occupation: Jail Administrator / Real Estate Agent

Business Address: 1044 Driftwood Dr. Manteo, N.C. 27954

Educational background:  
N.C. Licensed Real Estate Broker, N.C. Justice Academy

Business and civic experience and skills:  
Rotary International (Manteo) Board Member / Community Service Chair 2012



Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

\_\_\_\_\_  
\_\_\_\_\_

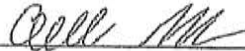
Expiration Date of Terms: \_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Doug Doughtie	Dare County Sheriff	962 Marshall C. Collins Dr.	252-216-9898
Bobby Owens	Ret. N.C. Utilities Commission	310 Agona St.	252-256-0668
Marc Basnight	Retired	169 Scuppernong Rd.	252-475-8093

I understand this application will be kept on the active file for five years and I hereby authorize Dare County to verify all information included in this application.

Date: 12/12/2014 Signature of applicant: 

FOR OFFICE USE ONLY:

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

Date forwarded to County Commissioners: \_\_\_\_\_



*Commissioners' Business & Manager's/Attorney's Business*

**Description**

Remarks and items to be presented by Commissioners and the County Manager.

**Board Action Requested**

Consider items presented

**Item Presenter**

Robert Outten, County Manager