CITY OF CHARLEVOIX

Agenda
City of Charlevoix City Council Regular Meeting
Monday, May 1, 2023 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Presentations**
   A. Recreation Department Annual Spring Update
      Kent Knorr, Recreation Director
4. **Inquiry Regarding Conflicts of Interest**
5. **Consent Agenda**
   A. City Council Meeting Minutes - April 17, 2023
   B. Accounts Payable and Payroll Check Registers
   C. Set Work Session for June 6, 2023 at 1:30pm- Update on the Water and Waste Water Treatment Plants
   D. Kiwanis Club of Charlevoix Request for Charitable Gaming
   E. Invoice Cloud Software and Service Agreement
   F. Musical Prayer Service
   G. Use of Bridge Park for Charlevoix Marathon
6. **Public Hearings and Actions Requiring Public Hearings**
7. **All Other Actions and Requests**
   A. Proposed Donation: Playground Design and Installation at Mt. McSauba
      Kent Knorr, Recreation Director
      Abbie Hart
   B. Assign Representative to the Historical Society Lighthouse Comittee
      Mark Heydlauff, City Manager
8. **Reports and Communications**
   A. Public Comment
   B. City Manager's Comments
   C. Mayor and Council Comments

9. **Other Council Business**
10. **Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Clerk's Office at 231-547-3250 or by email clerk@charlevoixmi.gov. A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodations requests.

Charlevoix City Council

Presentations

Title: Recreation Department Annual Spring Update
Date: May 1, 2023

Presented By: Kent Knorr, Recreation Director

Background:
The Charlevoix Recreation Department continues to see increased usage in most activities and at our many facilities. We continue to strive to offer essential programs and recreational opportunities to our residents. We believe that much of the work we are doing enhances the quality of life for our residents. We would like to share our achievements, challenges, and some of the exciting events that we have planned for the summer, fall and winter. We will highlight operations, partnerships/collaborations, and successes in meeting the goals and action plans of the current Recreation Master Plan.

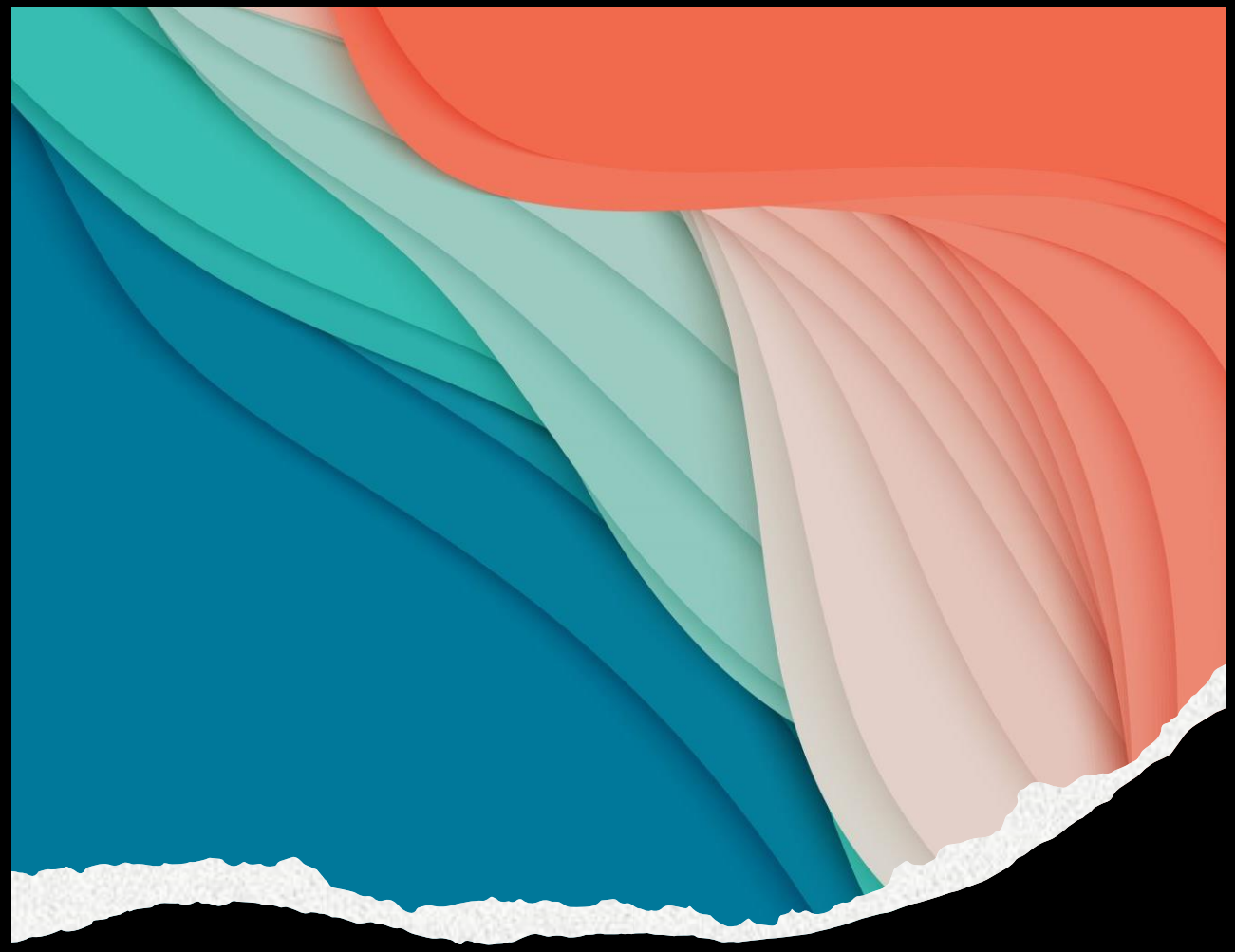
Recommendation:

Attachments:
1. Recreation Department 2023 Presentation

Recreation Department Spring Update

Kent Knorr

Recreation Director



The Facilities

Ferry Beach

Michigan Beach

Depot Beach

Charlevoix Golf Course

City Marina

Elm Street Tennis and Pickle Ball Courts

Carpenter Street Ball Fields

Pavilions

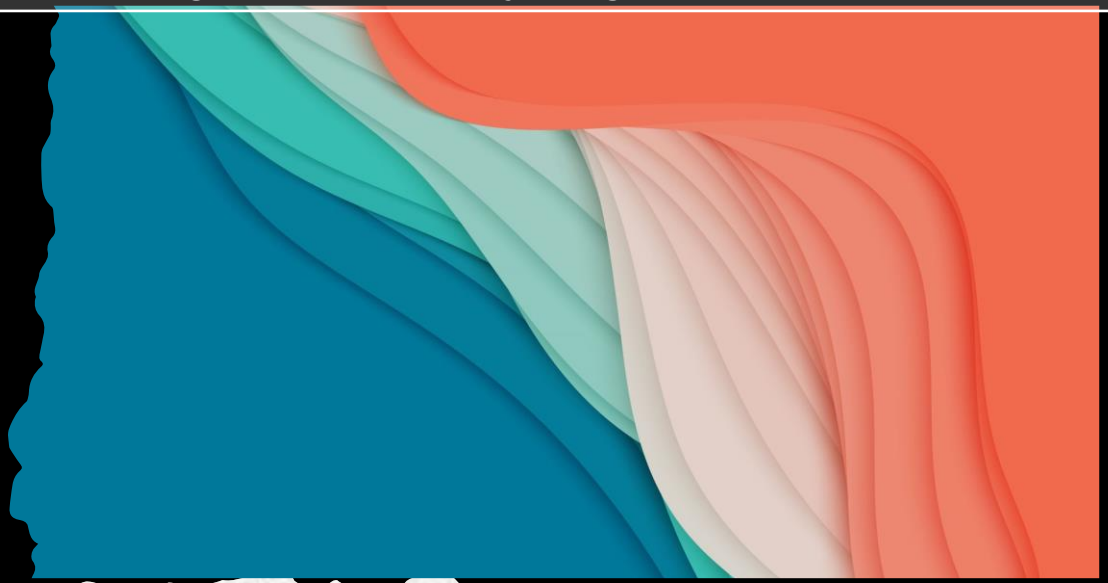
Skate Park

Rotary Park

Dog Park

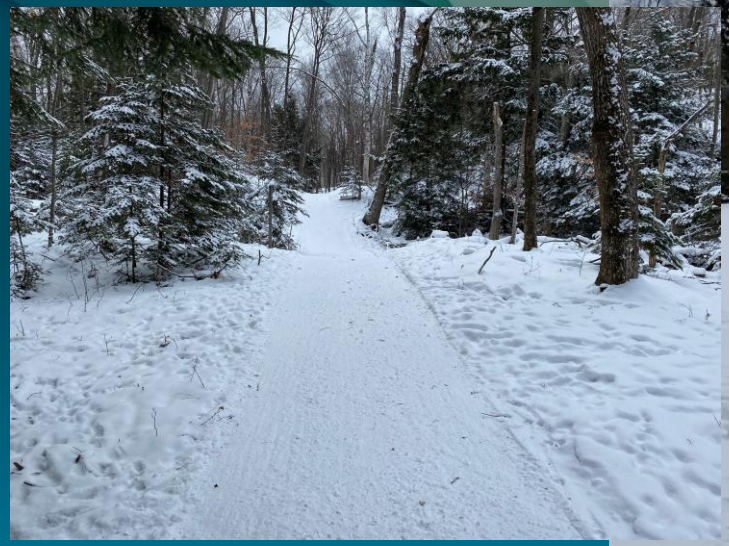
Bike Trails

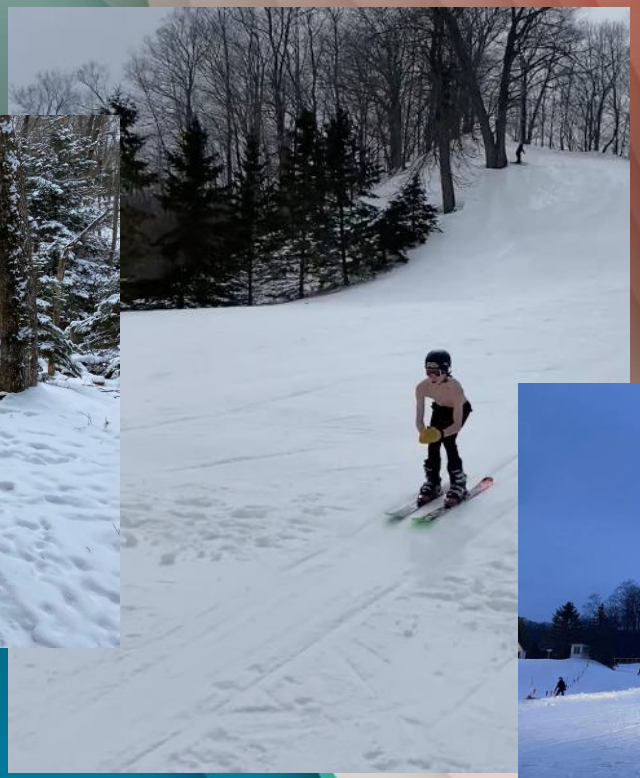
Tennis	Golf	Walking	Bird Watching	Playgrounds
Dog Park	Snowboarding	Skiing	Ice Skating	Cross Country Skiing
Sledding	Skateboarding	Scooters	BMX	Day Camp
Snow Shoeing	Hiking	Biking	Pickle Ball	Flag Football
T Ball	Farmers Market	Beaches	Softball	Volleyball
Swimming	Kayaking	Picnics	Little League	Horseshoes



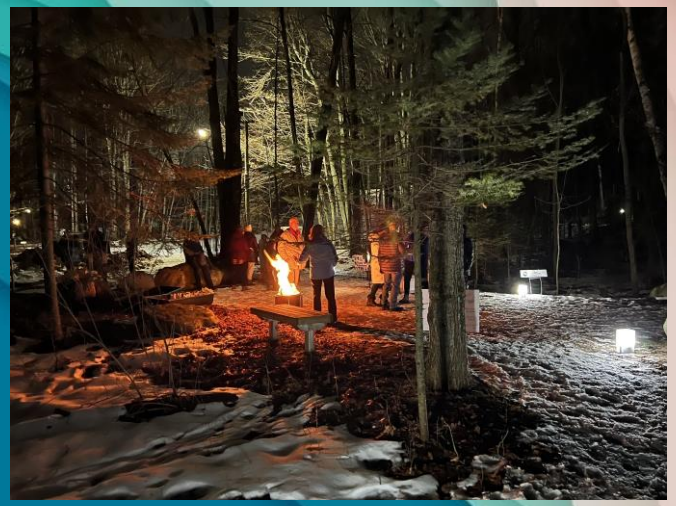
Recreation Department Programs and Activities

Recreation Department Winter Activities





Recreation Department Winter Activities



Summer 2023

camp McSAUB

EST.

CHARLEVOIX, MICHIGAN

Summer 2023

Summer 2023

Summer 23

Begins May 18th

CHARLEVOIX FARMERS MARKET

Summer 23

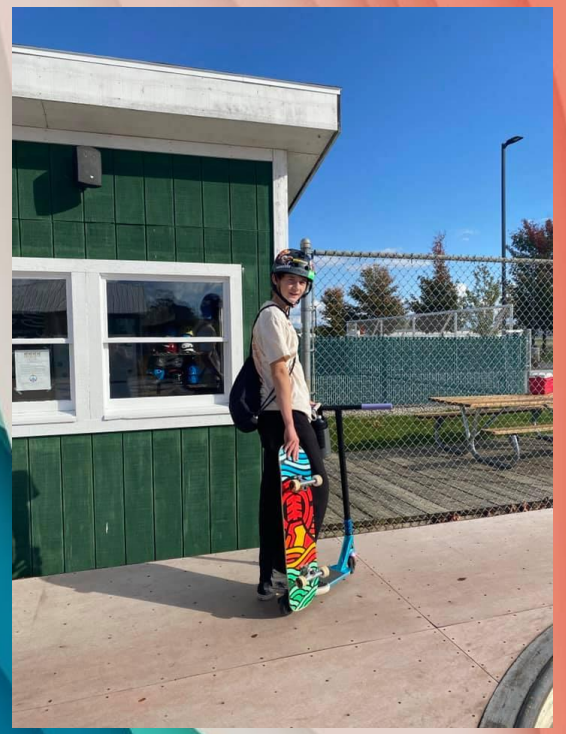
CHARLEVOIX FARMERS MARKET

Market Metrics
2021 - 2022 Comparison

	2021	2022
Average Number of Patrons per Market Day	1,765	1,817
Average Number of Patrons per Market Season	40,595**	47,242***
Average Dollars Spent per Patron per Market Visit*	$33.00	$42.00
Average Dollars Spent at Neighboring Businesses by Patrons on Market Days*	$55.00	$57.00
Percentage of Patrons that Identify as Year-Round Residents	33%	38%

* Dollar figures are rounded up to the nearest dollar
** Based on 23 Market Days
*** Based on 26 Market Days

Summer 2023



Summer 2023

Bird Watching at Golf Course

Mushroom Hike

Bike to Work Day-June 2nd

Yoga and Hike June 7th, July 12th, August 9th

Golf For Free Day May 14th

Bike with TART/Nakawema Trail Staff June 14th

Sunset Yoga June 21st, July 26th, August 23

Drum Circle June 28th, July 12th, August 9th

Guided Beach Walks

Fall 2023 Programs

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - April 17, 2023
Date: May 1, 2023

Presented By:

Background:

Recommendation:
Motion to approve the minutes as presented.
Attachments:
1. City Council Work Session Meeting Minutes 04/17/2023
2. City Council Draft Meeting Minutes 04/17/2023

City of Charlevoix
City Council Work Session Meeting Minutes
Monday, April 17, 2023 - 5:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Roll Call

The meeting was called to order at 5:00 p.m. by Mayor Gennett.

Mayor:	Lyle Gennett
Members Present:	Shane Cole, Aaron Hagen, Janet Kalbfell, Phil Parr, Richard Spring
Members Absent:	Mark Knapp
City Manager:	Mark L. Heydlauff
City Clerk:	Sarah J. Dvoracek

2. Presentations

A. MPPA BMRA Presentation

Steve Donkersloot, Director of Strategic Energy Resources and Services, and Patrick Devon, Energy Analyst, both introduced themselves to the Council. Mr. Donkersloot provided background on the 2022 Business Model Risk Assessment. Mr. Donkersloot explained the three main components of the report including retail rate competitiveness, customer concentration, and distributed energy resource (DER) readiness. Mr. Donkersloot and Mr. Devon answered questions from the Council.

3. Public Comment

4. Adjourn

Mayor Gennett adjourned the meeting at 5:58 p.m.

_____

Sarah J. Dvoracek City Clerk

City of Charlevoix
City Council Regular Meeting Minutes
Monday, April 17, 2023 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. **Pledge of Allegiance**
   The meeting was called to order at 6:00 p.m. by Mayor Gennett. The Council, staff, and members of the public rose and recited the Pledge of Allegiance.

2. **Roll Call**

Mayor:	Lyle Gennett
Members Present:	Shane Cole, Aaron Hagen, Janet Kalbfell, Phil Parr, Richard Spring
Members Absent:	Mark Knapp
City Manager:	Mark L. Heydlauff
City Clerk:	Sarah J. Dvoracek

3. **Presentations**

   A. Mayoral Proclamation for National Arbor Day and Earth Day

   Mayor Gennett read a Proclamation for National Arbor Day and Earth Day.

4. **Inquiry Regarding Conflicts of Interest**

5. **Consent Agenda**
   Mayor Gennett opened the item for public comment. None were heard.
   Motion by Parr, seconded by Cole to approve the consent agenda as presented.
   Yeas: Parr, Spring, Cole, Kalbfell, Hagen
   Nays: None
   Absent: Knapp
   Motion carried.

   A. City Council Meeting Minutes - April 3, 2023
      Motion to approve the minutes as presented.

   B. Accounts Payable and Payroll Check Registers
      Motion to approve the accounts payable and payroll check registers as presented.

Dates	Description	Amount
04/14/2023	Payroll Transmittal Checks	$5,617.27
04/14/2023	Payroll (net pay)	$110,530.30
04/18/2023	Regular Accounts Payable	$163,482.64
04/03/2023-04/14/2023	ACH/WIRE Payments	$141,031.92
Grand Total		**$420,662.13**

To view the entire accounts payable and payroll check registers, please Click here.

C. Trout Tournament East Park/Boat Launch Request

Motion to approve the Trout Tournament Event in East Park with approval of Resolution 2023-04-01 waiving launch fees for participants on the requested days.

CITY OF CHARLEVOIX
RESOLUTION NO. 2023-04-01
WAIVE LAUNCH FEES FOR TROUT TOURNAMENT

WHEREAS, the Lake Charlevoix Area Trout Tournament will be held on June 9-11, 2023; and

WHEREAS, the Lake Charlevoix Area Trout Tournament is requesting that boat launch fees be waived for the tournament and the June 8 practice fishing day; and

WHEREAS, Title VII, Chapter 71, Section 71.04 of the City Code permits City Council to waive boat launch fees for special or public events.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix hereby waives launch fees for the Lake Charlevoix Area Trout Tournament from June 8 to June 11, 2023.

RESOLVED this 17th day of April, 2023 A.D.

Resolution was adopted by the following yea and nay vote:
Yeas: Parr, Spring, Cole, Kalbfell, Hagen
Nays: None
Absent: Knapp
Motion carried.

D. Rates and Fees for 2023-24

Motion to approve the revised 2023-24 Rates and Fees Schedule for the City of Charlevoix with modifications to Airport, Planning and Zoning, and Sewer Rates as listed above.

E. Pavement Marking Proposal from Advanced Pavement Markings for $25,107.41

Motion to approve the 2023 pavement marking proposal from Advanced Pavement Markings as presented in the amount of $25,107.41.

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

A. Arbor Day Poster Contest

City Manager Heydlauff stated that in order for the City to be named a Tree City, the City is required to create public awareness around the care and maintenance of trees in the community. Liz Anderson, Public Works Assistant, came up with the idea of a coloring contest for the local third graders in the City. Third graders will be tasked with creating a poster with the theme of Trees are Terrific in Charelvoix.

Mayor Gennett opened the item for public comment. None were heard.
Motion by Spring, seconded by Kalbfell to approve the Arbor Day Poster Contest.
Yeas: Parr, Spring, Cole, Kalbfell, Hagen
Nays: None
Absent: Knapp
Motion carried.

B. Michigan Beach Park Pedestrain Trail Project Bid Update
Mark Heydlauff, City Manager
City Manager Heydlauff stated that staff spoke with the contractor and negotiated a better time frame for the City. After discussing the project with the contractor, it was also discovered that the contractor could modify their bid and save the City money. If approved, the project would begin in August and end in October. City Manager Heydlauff answered questions from Council.

Mayor Gennett opened the item for public comment. None were heard.
Motion by Hagen, seconded by Kalbfell to approve the updated proposal from Tri-County Excavating and direction for the City Manager to sign all construction agreements upon final approval from DNR.
Yeas: Parr, Spring, Cole, Kalbfell, Hagen
Nays: None
Absent: Knapp
Motion carried.

C. Mayoral Appointments

Mayor Gennett opened the item for public comment. None were heard.
Motion by Parr, seconded by Spring to appoint Toni Felter and Shelley Boehmer to the Planning Commission with terms expiring April 2026.
Yeas: Parr, Spring, Cole, Kalbfell, Hagen
Nays: None
Absent: Knapp
Motion carried.

Mayor Gennett opened the item for public comment. None were heard.
Motion by Kalbfell, seconded by Cole to appoint Danielle Scheller, Sam Bingham, Paul Silva to the Downtown Development Authority Board of Directors with terms expiring April 2027.
Yeas: Parr, Spring, Cole, Kalbfell, Hagen
Nays: None
Absent: Knapp
Motion carried.

D. Council Appointments

Mayor Gennett opened the item for public comment. None were heard.

Motion by Kalbfell, seconded by Hagen to appoint Patricia Miller to the Zoning Board of Appeals for a term to expire December of 2025.

Yeas: Parr, Spring, Cole, Kalbfell, Hagen

Nays: None

Absent: Knapp

Motion carried.

8. Reports and Communications

A. Public Comment

- Anne Marie Conway provided Council with many updates on the County Commission's projects

B. City Manager's Comments

- Kent Knorr, Recreation Director, will provide Council with a winter report at the next Council meeting
- Provided updates on all of the current and upcoming infrastructure projects
- Appreciated Council attending the MPPA presentation at their work session

C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:32 p.m.

_____ _____

Sarah J. Dvoracek City Clerk Lyle Gennett Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers
Date: May 1, 2023

Presented By:

Background:

Recommendation:
Motion to approve the accounts payable and payroll check registers.
Attachments:
1. Check Registers 05-01-23 Agenda

Check Number	Payee	Amount
04/13/2023		
139319	HYDE SERVICES LLC	11,899.00
Total 04/13/2023:		11,899.00
Grand Totals:		11,899.00

Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

04/13/23	Special Accounts Payable Run	$ 11,899.00
04/17/23	Special Accounts Payable Run	$ 7,185.25
04/24/23	Special Accounts Payable Run	$ 64,469.03
04/28/23	Payroll (net pay)	$ 104,541.93
04/28/23	Payroll Transmittal Checks	$ 5,982.36
05/02/23	Regular Accounts Payable	$ 198,083.88
	Checks Sub-Total:	$ 392,161.45

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

04/17/23	MI Public Power Agency	$ 19,667.24
04/20/23	Enterprise FM Trust (fleet lease)	$ 18,873.33
04/24/23	MI Public Power Agency	$ 28,881.36
04/25/23	MI Public Power Agency	$ 210,183.71
04/28/23	IRS (Payroll Tax Deposit)	$ 39,522.84
04/28/23	Alerus Financial (HCSP)	$ 250.00
04/28/23	Vantagepoint (401 Plan)	$ 1,062.00
04/28/23	Vantagepoint (457 Plan)	$ 20,844.56
04/28/23	Vantagepoint (Roth IRA)	$ 1,130.76
04/28/23	State of MI (Withholding Tax)	$ 5,730.47
04/28/23	MERS (Defined Benefit Plan)	$ 57,287.46
	ACH Sub-Total:	$ 403,433.73
	Huntington National Bank Total:	$ 795,595.18

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

05/02/23	Tax Disbursement	$ 18,406.46
	Charlevoix State Bank Total:	$ 18,406.46
	Grand Total:	$ 814,001.64

APPROVED: _____ CITY MANAGER _____ CITY TREASURER _____ CITY CLERK

M = Manual Check, V = Void Check

Check Number	Payee	Amount
04/17/2023		
139320	TOM'S DIESEL REPAIR	7,185.25
Total 04/17/2023:		7,185.25
Grand Totals:		7,185.25

M = Manual Check, V = Void Check

Check Number	Payee	Amount
04/24/2023		
139321	AT&T	1,550.40
139322	AT&T MOBILITY	757.94
139323	CHARLEVOIX STATE BANK	8,232.72
139324	CHARTER COMMUNICATIONS OPERA	673.34
139325	DELTA DENTAL	2,995.71
139326	GREAT LAKES ENERGY	379.86
139327	PRIORITY HEALTH	43,268.12
139328	RANGE TELECOMMUNICATIONS	207.00
139329	VSP INSURANCE CO. (CT)	500.28
139330	WEX BANK	5,903.66
Total 04/24/2023:		64,469.03
Grand Totals:		64,469.03

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/22/2023	PC	04/28/2023	37187	HEYDLAUFF, MARK L.	102		3,398.24
04/22/2023	PC	04/28/2023	37188	DVORACEK, SARAH J.	105		2,321.14
04/22/2023	PC	04/28/2023	37189	DEROSIA, PATRICIA E.	107		1,148.27
04/22/2023	PC	04/28/2023	37190	DOTSON, LINDSEY J.	109		1,507.73
04/22/2023	PC	04/28/2023	37191	KLOOSTER, ALIDA K.	121		1,927.46
04/22/2023	PC	04/28/2023	37192	BARNEVELD, RICHELLE	123		1,345.17
04/22/2023	PC	04/28/2023	37193	SCHULZ, GINNY L.	125		1,688.25
04/22/2023	PC	04/28/2023	37194	BRADLEY, KATHLEEN R.	126		1,252.54
04/22/2023	PC	04/28/2023	37195	MILLER, FAITH G.	142		66.40
04/22/2023	PC	04/28/2023	37196	MCGINN, KELLY A.	146		2,296.62
04/22/2023	PC	04/28/2023	37197	SCHEEL, JONATHAN D.	149		1,799.50
04/22/2023	PC	04/28/2023	37198	MCDONNELL, JILL L.	202		2,477.26
04/22/2023	PC	04/28/2023	37199	SCHOLEY, ROBERT W.	204		2,012.92
04/22/2023	PC	04/28/2023	37200	UMULIS, MATTHEW T.	205		1,553.66
04/22/2023	PC	04/28/2023	37201	ORBAN, BARBARA K.	209		1,314.49
04/22/2023	PC	04/28/2023	37202	RILEY, DENISE M.	213		560.70
04/22/2023	PC	04/28/2023	37203	MUNK, CHRISTOPHER J.	215		1,385.84
04/22/2023	PC	04/28/2023	37204	STEWART, MORGAN J.	217		1,710.34
04/22/2023	PC	04/28/2023	37205	CHRISTIANSEN, BRIAN D	218		790.54
04/22/2023	PC	04/28/2023	37206	YOUNG, KRISTEN L.	230		1,435.12
04/22/2023	PC	04/28/2023	37207	WURST, RANDALL W.	411		1,751.57
04/22/2023	PC	04/28/2023	37208	HILLING, NICHOLAS A.	413		1,706.16
04/22/2023	PC	04/28/2023	37209	MEIER III, CHARLES A.	421		1,458.16
04/22/2023	PC	04/28/2023	37210	ZACHARIAS, STEVEN B.	422		1,546.12
04/22/2023	PC	04/28/2023	37211	NEWMAN, MARK J.	424		1,687.33
04/22/2023	PC	04/28/2023	37212	LOUGHMILLER, JOHN A.	425		1,957.82
04/22/2023	PC	04/28/2023	37213	GRIFFITH, JOHN J.	500		2,931.87
04/22/2023	PC	04/28/2023	37214	EATON, BRAD A.	515		2,567.04
04/22/2023	PC	04/28/2023	37215	WILSON, TIMOTHY J.	516		2,954.96
04/22/2023	PC	04/28/2023	37216	LAVOIE, RICHARD L.	519		2,849.27
04/22/2023	PC	04/28/2023	37217	STEVENS, BRANDON C.	521		2,841.60
04/22/2023	PC	04/28/2023	37218	WHITLEY, ANDREW T.	522		2,528.93
04/22/2023	PC	04/28/2023	37219	DRAVES, MARTIN J.	523		2,006.43
04/22/2023	PC	04/28/2023	37220	FARRELL, MITCHELL L.	524		2,106.64
04/22/2023	PC	04/28/2023	37221	ANDERSON, ELIZABETH	526		1,401.92
04/22/2023	PC	04/28/2023	37222	KENWABIKISE, DAVID L.	528		1,239.32
04/22/2023	PC	04/28/2023	37223	ELLIOTT, PATRICK M.	600		3,201.04
04/22/2023	PC	04/28/2023	37224	SCHWARTZFISHER, JOS	603		1,143.25
04/22/2023	PC	04/28/2023	37225	BRADLEY, KELLY R.	614		1,805.26
04/22/2023	PC	04/28/2023	37226	HART II, DELBERT W.	616		1,563.06
04/22/2023	PC	04/28/2023	37227	JONES, ROBERT F.	618		1,323.70
04/22/2023	PC	04/28/2023	37228	LEITNER, RYAN S.	624		1,674.14
04/22/2023	PC	04/28/2023	37229	FERGUSON, ROYCE L.	625		1,466.84
04/22/2023	PC	04/28/2023	37230	REID, ROB A.	632		1,495.48
04/22/2023	PC	04/28/2023	37231	DORAN, JUSTIN J.	634		1,177.48
04/22/2023	PC	04/28/2023	37232	NEDWICK, DAVID J.	642		542.64
04/22/2023	PC	04/28/2023	37233	HART III, DELBERT W.	657		572.99
04/22/2023	PC	04/28/2023	37234	FINNERTY, HOLLY E.	669		1,137.78
04/22/2023	PC	04/28/2023	37235	CRANDELL, ZACKARY R.	691		493.45
04/22/2023	PC	04/28/2023	37236	RABIDEAU, JACOB L.	696		983.59
04/22/2023	PC	04/28/2023	37237	KNORR, KENT J.	700		2,223.40
04/22/2023	PC	04/28/2023	37238	ANZELL, BETH A.	702		1,546.15
04/22/2023	PC	04/28/2023	37239	ELGART, SARAH N.	769		45.25
04/22/2023	PC	04/28/2023	37240	DRENTH, DOUGLAS A.	838		1,114.80
04/22/2023	PC	04/28/2023	37241	GILL, DAVID R.	856		665.62
04/22/2023	PC	04/28/2023	37242	LIVINGSTON, BRIAN D.	866		1,555.02
04/22/2023	PC	04/28/2023	37243	KLOOSTER, PATRICK H.	868		296.02

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/22/2023	PC	04/28/2023	37244	DIETRICH, ARLENE M.	871		488.09
04/22/2023	PC	04/28/2023	37245	EWALT, BRIAN W.	901		2,184.74
04/22/2023	PC	04/28/2023	37246	MILLER, WILLIAM S.	933		5,565.05
04/22/2023	PC	04/28/2023	37247	DOUGLAS, MARK	935		1,156.18
04/22/2023	PC	04/28/2023	37248	FRATRICK, JOSEPH W.	940		674.95
04/22/2023	PC	04/28/2023	37249	DVORACEK, BRIAN N.	952		1,102.55
04/22/2023	PC	04/28/2023	139331	MORRISON, KEVIN P.	601		1,519.97
04/22/2023	PC	04/28/2023	139332	COX, RONALD L.	869		296.11
Grand Totals:			65				104,541.93

Report Criteria:
Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/22/2023	04/28/2023	139333	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,097.98
04/22/2023	04/28/2023	139334	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
04/22/2023	04/28/2023	139334	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	390.05
04/22/2023	04/28/2023	139335	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,220.00
04/22/2023	04/28/2023	139336	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	684.28
04/22/2023	04/28/2023	139337	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
04/22/2023	04/28/2023	139338	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,612.46
04/22/2023	04/28/2023	139339	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	575.76
04/22/2023	04/28/2023	139339	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 4/22/	144.10
04/22/2023	04/28/2023	139339	THE HARTFORD	9035	CHILD LIFE Pay Period: 4/22/20	8.16
04/22/2023	04/28/2023	139339	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	34.39
04/22/2023	04/28/2023	139339	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 4/22	8.28
04/22/2023	04/28/2023	139339	THE HARTFORD	9035	CHILD AD&D Pay Period: 4/22/2	3.45
Grand Totals:		13				5,982.36

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Check Number	Payee	Amount
05/02/2023		
139340	ALL-PHASE ELECTRIC SUPPLY CO	54,367.59
139341	AMAZON CAPITAL SERVICES	560.51
139342	AMERICAN LEGAL PUBLISHING CORP	30.00
139343	ANDERSON, ELIZABETH A.	50.00
139344	ANZELL, BETH A.	50.00
139345	ART'S AUTO & TRUCK PARTS	675.50
139346	ASPLUNDH TREE EXPERT LLC	10,537.20
139347	CDW GOVERNMENT	263.14
139348	CHARLEVOIX AUTO LLC	820.58
139349	CHARLEVOIX ROD & GUN CLUB	100.00
139350	CHARLEVOIX SCREEN MASTERS INC	105.00
139351	CINTAS	60.08
139352	CITY OF CHARLEVOIX - PETTY CASH	600.00
139353	COMPASS MINERALS AMERICA INC	10,758.98
139354	CONWAY PROFESSIONAL SERVICES	1,663.00
139355	DELL MARKETING LP	1,314.56
139356	DeROSIA, PATRICIA E.	50.00
139357	DITCH WITCH SALES OF MICHIGAN	431.98
139358	DORAN, JUSTIN J.	50.00
139359	DOTSON, LINDSEY J.	405.10
139360	DRENTH, DOUGLAS A	50.00
139361	DROST LANDSCAPE	975.00
139362	DVORACEK, SARAH	50.00
139363	EDGEWATER RESOURCES LLC	1,160.00
139364	ELLIOTT, PATRICK M.	50.00
139365	ELLSWORTH FARMERS EXCHANGE	4,762.16
139366	ENVIRONMENTAL PROTECTION SERV	5,617.75
139367	ETNA SUPPLY	2,149.00
139368	EWALT, BRIAN W	50.00
139369	GANNETT HOLDINGS- OHIO	300.00
139370	GREAT LAKES ENVIRONMENTAL CEN	1,500.00
139371	GRIFFITH, JOHN J	331.65
139372	GRP ENGINEERING INC	3,041.86
139373	HACH COMPANY	1,004.31
139374	HARBOR FENCE COMPANY	320.00
139375	HEYDLAUFF, MARK L.	50.00
139376	HILLING, NICHOLAS A.	50.00
139377	HUTSON INC	1,003.52
139378	HYDROCORP	2,077.00
139379	INTEGRITY BUSINESS SOLUTIONS	335.94
139380	JACKLIN STEEL SUPPLY CO	95.55
139381	KLOOSTER, ALIDA K.	50.00
139382	KNORR, KENT J.	50.00
139383	KOEPKE, REECE	100.00
139384	KRAFT BUSINESS SYSTEMS	187.30
139385	KSS ENTERPRISES	221.54
139386	LASER PRINTER TECHNOLOGIES	935.88
139387	LITTLE TRAVERSE DISPOSAL LLC	521.98

M = Manual Check, V = Void Check

Check Number	Payee	Amount
139388	LIVINGSTON, BRIAN D.	50.00
139389	MANAGEMENT AND BEHAVIOR CONS	880.00
139390	MANTHEI CONSTRUCTION	36.24
139391	MCCARDEL CULLIGAN-PETOSKEY	54.50
139392	MCDERMOTT, DENNIS J.	50.00
139393	MCDONNELL, JILL L	50.00
139394	McGINN, KELLY A.	50.00
139395	NORTHERN LIGHTS FAMILY OUTFITT	402.00
139396	OLSON BZDOK & HOWARD	5,673.00
139397	OMS COMPLIANCE SERVICES INC	73.00
139398	OTEC	203.00
139399	PERFORMANCE ENGINEERS INC	24,172.05
139400	PLUNKETT COONEY	620.00
139401	POWER LINE SUPPLY	25,875.24
139402	POWER SYSTEM ENGINEERING INC	6,952.43
139403	PREIN & NEWHOF	400.00
139404	REID, ROB A.	50.00
139405	RIETH-RILEY CONST CO INC	1,433.60
139406	SCHEEL, JONATHAN D	50.00
139407	SCHOLEY, ROBERT W.	50.00
139408	SCIENTIFIC BRAKE - GAYLORD	170.00
139409	SPOK INC	121.77
139410	STANFORD, ARLENE	126.10
139411	TERMINAL SUPPLY CO	885.91
139412	TRACE ANALYTICAL LABORATORIES I	399.00
139413	TRUCK & TRAILER SPECIALTIES	356.22
139414	TURNER ELECTRICAL SERVICES LLC	9,782.00
139415	UNIFIRST CORPORATION	975.42
139416	UNIVERSAL CREDIT SERVICES INC	50.00
139417	UP NORTH ASSESSING INC	5,300.00
139418	VILLAGE GRAPHICS INC	763.58
139419	WALKER, MEREDITH A.	50.00
139420	WURST, RANDALL W.	50.00
139421	YOUNG, KRISTEN L.	50.00
139422	ZIXCORP	1,945.16
Total 05/02/2023:		198,083.88
Grand Totals:		198,083.88

M = Manual Check, V = Void Check

Check Number	Payee	Amount
04/17/2023		
41723001	MICHIGAN PUBLIC POWER AGENCY	19,667.24
Total 04/17/2023:		19,667.24
Grand Totals:		19,667.24

M = Manual Check, V = Void Check

Check Number	Payee	Amount
04/20/2023		
42023001	ENTERPRISE FM TRUST	18,873.33
Total 04/20/2023:		18,873.33
Grand Totals:		18,873.33

M = Manual Check, V = Void Check

Check Number	Payee	Amount
04/24/2023		
42423001	MICHIGAN PUBLIC POWER AGENCY	28,881.36
Total 04/24/2023:		28,881.36
Grand Totals:		28,881.36

M = Manual Check, V = Void Check

Check Number	Payee	Amount
04/25/2023		
42523001	MICHIGAN PUBLIC POWER AGENCY	210,183.71
Total 04/25/2023:		210,183.71
Grand Totals:		210,183.71

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Amount
42823001			
04/28/2023	42823001	**EFTPS* Payroll Taxes	10,179.71
04/28/2023	42823001	**EFTPS* Payroll Taxes	10,179.71
04/28/2023	42823001	**EFTPS* Payroll Taxes	2,380.74
04/28/2023	42823001	**EFTPS* Payroll Taxes	2,380.74
04/28/2023	42823001	**EFTPS* Payroll Taxes	14,401.94
Total 42823001:			
	5		39,522.84
42823002			
04/28/2023	42823002	Alerus Financial	250.00
Total 42823002:			
	1		250.00
42823003			
04/28/2023	42823003	MissionSquare - 401 Plan 109153	1,062.00
Total 42823003:			
	1		1,062.00
42823004			
04/28/2023	42823004	MissionSquare - 457 Plan 300959	4,811.00
04/28/2023	42823004	MissionSquare - 457 Plan 300959	2,537.18
04/28/2023	42823004	MissionSquare - 457 Plan 300959	4,645.70
04/28/2023	42823004	MissionSquare - 457 Plan 300959	8,850.68
Total 42823004:			
	4		20,844.56
42823005			
04/28/2023	42823005	MissionSquare - Roth IRA 706117	1,130.76
Total 42823005:			
	1		1,130.76
42823006			
04/28/2023	42823006	STATE OF MICHIGAN	5,730.47
Total 42823006:			
	1		5,730.47
Grand Totals:			
	13		68,540.63

Check Number	Payee	Amount
04/28/2023		
42823007	MERS	57,287.46
Total 04/28/2023:		57,287.46
Grand Totals:		57,287.46

M = Manual Check, V = Void Check

Check Number	Payee	Amount
05/02/2023		
3996	CHARLEVOIX COUNTY TREASURER	1,838.52
3997	CHARLEVOIX COUNTY TREASURER	874.25
3998	CHARLEVOIX DISTRICT LIBRARY	684.71
3999	CHARLEVOIX PUBLIC SCHOOLS	1,146.81
4000	CHARLEVOIX-EMMET ISD	1,756.82
4001	CITY OF CHARLEVOIX - TAXES DUE	4,612.39
4002	LAKE CHARLEVOIX EMS AUTHORITY	570.27
4003	RECREATIONAL AUTHORITY	135.51
4004	STATE OF MICHIGAN	6,787.18
Total 05/02/2023:		18,406.46
Grand Totals:		18,406.46

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

M = Manual Check, V = Void Check

Charlevoix City Council

Consent Agenda

Title: Set Work Session for June 6, 2023 at 1:30pm- Update on the Water and Waste Water Treatment Plants

Date: May 1, 2023

Presented By:

Background:

Council would like to receive an update on operations and activities involving the Water Treatment Plant and Wastewater Treatment Plant. The work session will begin at the Water Plant at 1:30 at 97 Grant Street followed by a tour and discussion at the Waste Water Treatment Plant at 15116 Lakeshore Drive.

Recommendation:

Motion to set a City Council Work Session for 1:30pm on June 6, 2023 at the Water Treatment Plant (97 Grant Street, Charlevoix, MI) and the Wastewater Treatment Plant (15116 Lake Shore Drive, Charlevoix, MI) for the purpose of discussing plant operations and updates.

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: Kiwanis Club of Charlevoix Request for Charitable Gaming
Date: May 1, 2023

Presented By:

Background:
The Kiwanis Club of Charlevoix wishes to apply for a state license to do a charitable raffle. In order to do so, the City Council needs to certify that the Club is recognized as a nonprofit organization operating in the community.

Approving the attached resolution grants this certificate, however the decision on the actual license remains with the State of Michigan.

Recommendation:
Motion to approve Resolution 2023-05-01 and recognize the Kiwanis Club of Charlevoix as a local nonprofit organization.

Attachments:
1. Resolution 2023-05-01

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a regular (REGULAR OR SPECIAL) meeting of the Charlevoix City Council (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by Mayor Lyle Gennett on May 1, 2023 (DATE)

at 6 p.m. (TIME) a.m./p.m. the following resolution was offered:

Moved by _____ and supported by _____

that the request from Kiwanis Club of Charlevoix Michigan (NAME OF ORGANIZATION) of City of Charlevoix (CITY),

county of Charlevoix (COUNTY NAME), asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval (APPROVAL/DISAPPROVAL).

APPROVAL		DISAPPROVAL	
Yeas:	_____	Yeas:	_____
Nays:	_____	Nays:	_____
Absent:	_____	Absent:	_____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a _____ (REGULAR OR SPECIAL)

meeting held on _____ (DATE).

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

Charlevoix City Council

Consent Agenda

Title: Invoice Cloud Software and Service Agreement
Date: May 1, 2023

Presented By:

Background:
Council approved the contract for BS&A Cloud Software and Services on March 6, 2023. Since that time, we have been reviewing two add-on programs that partner with BS&A: Point and Pay and Invoice Cloud. After research, we believe Inoivce Cloud provides better options for our customers.

Invoice Cloud offers more payment services for our customers, including credit, debit, checking, savings, Apple Pay, Google Pay, Venmo, and PayPal. Customers can create payment plans, enroll in autopay, receive reminders via text, email, and their calendars. Invoice Cloud can also provide an interactive voice response system if people want to go through an automated number to pay their bill.

As outlined in the biller order form, there is a monthly $100.00 biller portal access fee along with special transaction fees that may be required. Also outlined on the biller order form are the fees that customers would be charged for using the online payment services. Customers can still come in and pay their bill to avoid any additional charges.

Recommendation:
Motion to approve the agreement for Invoice Cloud Software and Services and direct the City Manager to sign the contract for the City of Charlevoix.

Attachments:
1. BS&A + Invoice Cloud - Integration Paperwork

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at http://www.invoicecloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data. In the course of providing the Service, Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances. For purposes of this Section 3, "exigent circumstances" means circumstances where removal or deletion earlier than 60 days is urgently necessary, such that procedures that would otherwise be required cannot be followed (*e.g.*, as part of emergency mitigation measures in responding to a security incident).

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a

manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processers, bank card issuers, payment associations, ACH and check processers; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction $ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of five (5) years after the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

8A. Support.

Invoice Cloud's Client Services team is available to assist Biller Monday – Friday from 7:00 am – 8:00 pm Eastern Time, excluding federal and state legal holidays and Invoice Cloud-designated company holidays. Biller may submit a ticket (at any time) via its Biller Portal, or, during these hours, speak to a Product Specialist who will answer questions, troubleshoot problems and assist as needed. Biller will also be provided with a special telephone number that it can use should it encounter an emergency after hours. An answering service will gather relevant

information and alert the on-duty Client Service team member who will contact Biller if action is required prior to the next business day. Invoice Cloud uses the following severity levels to guide its Client Service team:

- "Critical Severity" support issues are responded to within 1 hour and must be reported via phone so Invoice Cloud can most quickly troubleshoot with Biller. Examples of these issues include unavailability of the Invoice Cloud portal, platform, integrations, or APIs, or a problem that is severely adversely impacting Biller's ability to use the Services.

- "High Severity" support issues are responded to within 2 hours and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples of these issues include degraded performance of the Invoice Cloud platform or APIs, although the portal and processing are still available to Biller.

- Other support issues are responded to by the next business day and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples include general questions, feature requests, data pulls, multi-factor authentication resets, integration troubleshooting, etc.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller and Biller's employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;

- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million ($1,000,000) each occurrence and Two Million ($2,000,000) general aggregate.

b. Umbrella Liability Insurance with minimum combined single limits of Five Million ($5,000,000) each occurrence and Five Million ($5,000,000) general aggregate.

c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million ($1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.

d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars ($1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED $10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be

governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are attached hereto as Exhibit A and are agreed to by Invoice Cloud and Biller. (the "Biller T+C"). The terms and conditions and definitions set forth in Exhibit A are incorporated herein and made a part hereof by this reference.

EXHIBIT A TO THE BILLER AGREEMENT

BILLER TERMS AND CONDITIONS

1. Definitions.

The following definitions apply as used in the Agreement and in any Biller Order Form and add on Biller Order Form, now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, the Biller Agreement, any Biller Order Form, add on Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller", "you", or "your" means the Invoice Cloud customer that has executed or agreed to the Biller Agreement, Biller Order Form and Billers Terms and Conditions whether written or submitted online;

"Biller Data" means invoices and bills of the Biller as well as the Content of such invoices and bills;

"Biller Order Form" means the order form referencing the service to be performed by Invoice Cloud and any add on services under any add on Biller Order Form;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals, disputes and other refunds or credits, that Biller previously presented to Invoice Cloud under this Agreement and includes, but is not limited to: (i) failure to issue a refund to a Customer as required; (ii) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules; (iii) a Customer disputes the Transaction or claims that the Transaction is subject to a set-off, defense or counterclaim, or (iv) the Biller Bank Account designated by the Customer for an ACH transaction is invalid, or has insufficient funds to complete a Transaction;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service; "Customer" shall include

customers, payers, taxpayers and users of services of Biller;

"Customer Data" means name, address and contact information of Customers and associated credit card numbers and bank account numbers, excluding any data that Invoice Cloud acquired other than from the Biller or Customers;

"Effective Date" means the date this Agreement is accepted by executing a Biller Order Form;

"Go Live Date" means the date on which those invoice types listed on the Biller Order Form are publicly available to Customers for online payment;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Integration Components" means software, which integrates the Service with third party software, and any updates or revisions thereto;

"Invoice Cloud" or "we" means Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"IVR" means the software as a service which provides interactive voice and communication response functionality, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound communications;

"Network" is any Payment Method provider whose payment method is accepted by Biller from Customers and which is accepted by Invoice Cloud for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, PayPal (including Pay Pal, Venmo, Pay In 4 and PayPal Credit), Discover Financial Services, LLC, and any other Payment Methods, digital wallets, credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearinghouse over which any electronic check processing Transactions may be processed;

"Network Fees" means all pass-through costs including interchange, PayPal brand fees, dues, assessment fees, processing fees, and similar fees, assessed by any Network, credit card or payment processers, bank card issuers, payment associations, ACH and check processers;

"Network Liabilities" means any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks or payment processors as a result of Biller's actions, omissions, , Transactions or Chargebacks, including without limitation, Biller's failure to comply with the Network Rules, or this Agreement and/or any agreement with any payment processor;

"Order Form" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable Biller Pricing fees and Transactional Fees and Service Fees by Invoice Type (as listed on one or more Invoice Parameter Sheets which are part of the Biller Order Form), the billing period, and other charges, terms and conditions as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement;

"Payment Instrument Transaction(s)" or "Transaction(s)" means a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods and/or services by Biller and/or payment of taxes (either directly or through Invoice Cloud). "Payment Instrument Transaction(s)" or "Transaction(s)" may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules or card association rules which is submitted to a processor to initiate or evidence a Transaction;

"Payment Processing Agreements" means the payment and card processing agreements and merchant agreements which Invoice Cloud has directed the Biller to enter into to enable Invoice Cloud to provide the Service;

"Payment Methods" means credit and debit cards, ACH, EFT and Check 21 transactions, digital wallets including but not limited to Visa, MasterCard, Amex and Discover, PayPal, Venmo, Apple Pay, Google Pay, credit instruments including PayPal Credit and PayPal Pay in 4, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts that are used for Payment Instrument Transactions and listed on the Biller Order Form. From time to time Invoice Cloud may offer Biller new Payment Methods, and, in such event, Invoice Cloud will provide Biller with notice by email disclosing the pricing under which the added Payment Methods are made available. Biller will have at least thirty (30) days after the date of the notice to opt-out of the additional Payment Methods in the manner provided in the notice. If Biller does not opt-out in such time frame, then on introduction of the additional Payment Methods, Biller will be bound by the additional terms as disclosed in the notice, and the Biller Order Form will be deemed amended to reflect the changes;

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement;

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other services identified on the Biller Order Form, developed, operated, provided, and/or maintained by Invoice Cloud, accessible via www.invoicecloud.com or another designated website or IP address, or ancillary online and/or offline products and services provided to Biller by Invoice Cloud, to which Biller is being granted access under this Agreement.

2. Biller's Responsibilities.

(a) Biller is responsible for all activity occurring under Biller's account(s) and shall abide by all applicable laws and regulations as well as card association rules, NACHA rules and Payment Processing Agreements, in connection with Biller's and/or its customers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately in writing of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Customers; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Biller shall not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (iii) attempt to gain unauthorized access to the Service or its related systems or networks; (iv) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (v) modify or make derivative works based upon the Service; (vi) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (vii) reverse engineer or access the Service; or (viii) copy any features, functions or graphics of the Service.

(b) Biller must designate on the Biller Order Form (and/or subsequent to execution of the Biller Order Form as requested by Invoice Cloud), at least one bank account for the deposit and settlement of funds and the debit of any Chargebacks, fees and costs, including, but not limited to Network Fees and Network liabilities, associated with the Service or the Transactions (all such designated bank accounts and all bank accounts substituted for accounts listed on the Biller Order Form shall be collectively referred to herein as the "Biller Bank Account"). You authorize Invoice Cloud to instruct its processors to initiate electronic credit entries, debit entries, and adjustments to a Biller Bank Account for amounts due to or from you in connection with this Agreement. Invoice Cloud will not be liable for any delays in receipt of funds or errors in Biller Bank Account entries caused by third parties, including but not limited to delays or errors by the Networks, payment processors, merchant acquirors or the bank.

(c) The dollar amount payable to Biller for Biller's Transactions will be equal to the amount submitted by Biller in connection with your sale Transactions, minus the sum of amounts due from Biller or debited from a Biller Bank Account, including Chargebacks, Network Fees, Network Liabilities, other fees and charges referenced on the Biller Order Form and all applicable charges and adjustments. If, however, Invoice Cloud or the processor fails to withhold Chargebacks, Network Fees or other charges or amounts due from the proceeds payable to a Biller Bank Account (including where such proceeds are insufficient to cover such obligations), or if a Biller Bank Account does not have a sufficient balance to pay amounts due from Biller under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment from Biller for such amounts; (ii) debit the Biller Bank Account for the amount of the negative balance; (iii) reduce future settlement payments by the amount owed, (iv) withhold settlement payments to the Biller Bank Account until all amounts are paid, (v) delay presentation of refunds until a payment is made to Invoice Cloud of a sufficient amount to cover the negative balance; and (vi) pursue any remedies we may have at law or in equity.

(d) To enable Invoice Cloud to process transactions for the Biller, Biller authorizes and directs Invoice Cloud, its affiliates, the Payment Method providers, and the payment processors: (1) that, with respect to any Payment Instrument Transactions processed by the payment processor, the payment processor will disburse funds to and collect funds from the Biller in accordance with instructions provided to the payment processor by Invoice Cloud, and as otherwise permitted pursuant to any applicable Payment Processing Agreement that Biller has entered into; (2) that outstanding sums due and owing to Invoice Cloud, including, but not limited to Chargebacks and Network Fees, will automatically be debited from the Biller Bank Account for such purpose on a daily or monthly basis at Invoice Cloud's sole discretion. Biller shall maintain sufficient funds in the Biller Bank Accounts to pay all periodic fees, Chargebacks, Network Fees and other fees due hereunder; and non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Biller Bank Account, are grounds for an increase in fees, suspension of the Service, and/or termination of this Agreement.

(e) Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank, and/or other related circumstances. Biller agrees to provide Invoice Cloud with timely, complete, and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.

(f) Biller is required to ensure that it maintains a fair policy in compliance with applicable laws, regulations, and all Network rules with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return or cancellation policy for the transactions underlying the Payment Instrument Transactions must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change.

If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud, Transactions reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment with respect to Transactions under the Service cannot exceed the amount shown as the total on the original Transaction. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Individual users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference at http://www.invoicecloud.com/privacy.html. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

(g) As to all Transactions that Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

(1) The Transactions represent payment or refund of payment, for a bona fide transaction.

(2) The Transactions represent an obligation of the Customer for the amount of the Transaction, and that the Transaction is valid and accurate.

(3) The Transactions do not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the Customer.

(4) The Transactions are free from any material alteration not authorized by the Customer.

(5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.

(6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.

(7) Biller has made no representation or agreement for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.

(8) Any Transaction submitted to Invoice Cloud to credit a Customer's account represents a valid refund or adjustment to a Transaction previously submitted to Invoice Cloud.

(9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction is in any manner impaired. The Transactions, including but not limited to total due fields, are complete, accurate and in compliance with all Network rules, applicable laws, ordinances, and regulations. The Transactions are originated in compliance with this Agreement and any applicable agreements.

(10) For a Transaction in which the Customer pays in installments or on a deferred payment plan, a Transaction record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.

(11) Biller has not submitted any Transaction that it knows or should have known to be unauthorized, fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

(h) Communications with Customers and Biller Website.

Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, perpetual and royalty-free license and right during the Term to copy, use, publish and distribute Customer names, physical addresses, and email addresses as well as obtain email addresses of Biller's Customers by using data Biller has provided or made accessible to Invoice Cloud or any of its affiliates, solely for the purposes of: (i) communicating or sending to Customers (and/or their agents) information designed to inform, promote, and encourage Customers (and/or their agents) to use the Service including, without limitation, paying bills online, enrolling in autopay, and enrolling in paperless billing, and (ii) in conjunction with information relating to feedback and response regarding such communications, creating and using aggregated and anonymized data and analysis for purposes of improving the Service. Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, and royalty-free license and right during the Term, to copy, use, modify, and publish the Biller's name, logos, trade dress, photographs, website materials, and other works of authorship for the purpose of implementing and providing the Service and performing their obligations under this Agreement. Biller represents and warrants it has all necessary rights, permissions, and licenses to grant and provide to Invoice Cloud and its service providers the license, rights, and permissions described in this Section and will comply with all applicable laws and regulations with respect to any personal information of any of its Customers. For purposes of clarity, the license, rights, and permission grants described in this Section are part of the "Service" under the Biller Agreement.

(i) American Express Compliance only.

(1) Biller agrees to comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

(2) Processing Restrictions. Biller is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

(3) Third Party Beneficiary Rights.

- Biller confers on American Express the third-party beneficiary rights, but not obligations, to the Biller Agreement and subsequent addenda (collectively the "Agreement") between Biller and Invoice Cloud and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
- Biller agrees and warrants that it does not hold third party beneficiary rights to any agreements between Invoice Cloud and American Express and at no time will attempt to enforce any such agreements against American Express.

(4) American Express Limitation of Liability. BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

3. Chargebacks, Fees, Reserve Account, Etc. If Biller incurs excessive Chargebacks, in Invoice Cloud's sole determination, or otherwise fails to pay fees or charges, or there are insufficient funds for Invoice Cloud to debit amounts for which Biller is responsible hereunder, in addition to other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) notify Biller of a new rate that will be charged to process Chargebacks; (ii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines, or increase a reserve amount; (iii) require Biller to promptly establish a Reserve Account as determined by Invoice Cloud, or (iv) terminate the Agreement. Biller shall be responsible to Invoice Cloud for and shall promptly pay to Invoice Cloud such charges required to be paid by Biller; and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization**.**

To the extent permitted by applicable law, Biller shall indemnify, defend, and hold Invoice Cloud, its licensors and Invoice Cloud's subsidiaries, affiliates, officers, directors,

employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) any charge against any reserves required by payment or credit card processors; (ii) Chargebacks, Network Fees and insufficiency of funds in any Biller Bank Account, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's users or Customers of this Agreement including without limitation incomplete or inaccurate Transactions; (v) Biller's violation of any third party payment and credit card processing agreement and merchant agreement, or (vi) relating directly or indirectly to Biller's or its authorized users' use of the Service. Biller represents and warrants that the Biller Bank Account(s) will contain sufficient funds to cover any estimated financial exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller'scustomers.

4. [Intentionally Omitted].

5. Encrypted Card Readers (Applicable where Card Readers as designated on the Biller Order Form).

Encrypted Card Readers (or Card Readers as described in the Biller Order Form) are provided to the Biller for their use under license fees provided in the Biller Order Form. Invoice Cloud provides to Biller all products on a license basis. Biller will be fully responsible for all products including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides encrypted card readers, the following additional terms apply (with "products" or "device" in this Section 5 referring to the encrypted card readers):

a. Invoice Cloud and the manufacturer warrants that the products provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should a product fail to conform to applicable manufacturer's specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's, Reseller's, or any other third party's negligence, or non-manufacturer modification of the product. Invoice Cloud reserves the right to examine the alleged defective product to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Invoice Cloud and the product manufacturer specifically disclaim any liability or warranty for any product resold in other than manufacturer's original packages, and for products modified, altered, repaired, maintained, or treated by Biller, its customers, and/or any third party. Service on a defective product may be obtained by delivering the product during the warranty period as instructed by Invoice Cloud.

b. The following is the repair and replacement policy for a defective product:

Replacement Requests – Biller shall promptly notify Invoice Cloud that the device is not working, via email, phone call or help desk ticket. Invoice Cloud will update and/or open a new help desk ticket for the product swap replacement request. Biller must provide the serial number of the device that is not working.

Replacement device will be shipped to the Biller as noted on the help desk ticket issued by Invoice Cloud.

Shipping Method: Replacement devices will be shipped via a commercial shipping service at no charge to the Biller. If Biller needs the device sent via overnight shipping there is an additional cost of $35.00 per device.

Biller has 14 business days to return a device that is not working to an address specified by Invoice Cloud on the return help desk ticket, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to Biller.

Invoice Cloud shall use reasonable efforts to provide the encrypted card reader service in an uninterrupted, continuous manner. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time card reader service services may not be provided. Biller further understands and agrees that from time to time card reader service services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to the manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of any services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonability prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems provided, however, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

c. EXCEPT AS PROVIDED IN THIS SECTION 5, INVOICE CLOUD AND THE DEVICE MANUFACTURER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INVOICE CLOUD AND THE DEVICE MANUFACTURER DISCLAIM ANY WARRANTY OF ANY OTHER KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES AND ACKNOWLEDGES THAT ALL PRODUCTS AND DEVICES ARE OFFERED AND PROVIDED ON AN "AS IS" BASIS.

d. Responsibilities of Biller. Biller is responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses, (ii) confidentiality of each End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and the manufacturer will have no liability therefore (provided that the manufacturer will use Biller Information only for purposes of this Agreement). Biller is solely responsible for adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards and any other best practices available to protect the confidentiality of Biller Data, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

e. Network Security. Biller shall be solely responsible for ensuring that authorized Biller employees and contractors are not security risks. Upon Invoice Cloud's request, Biller will promptly provide Invoice Cloud with any information reasonably necessary for Invoice Cloud to evaluate security issues and/or concerns relating to any authorized Biller employee and/or contractor. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of any network or internet connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration, and/or destruction.

f. Biller shall provide Invoice Cloud with physical access to the devices upon request after reasonable advance notice. Biller shall not, nor allow any Third Party to, modify, repair, replace, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the devices without Invoice Cloud's express written consent.

Any change of the location of any device may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to promptly return all devices, freight prepaid by Invoice Cloud, to Invoice Cloud at the place from which devices was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, and casualty, in respect thereto excepted. Biller shall use each device at all times in a proper, diligent, and workmanlike manner and in such manner as will not damage or injure the device except by the ordinary wear and tear of such device. In the event of damage to any device, Biller shall notify Invoice Cloud who shall replace or repair the device at Biller's expense.

g. Devices and all parts and components thereof shall retain their character as personal property and all right, title and interest in and to shall not pass to Biller or any third party, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the devices. Biller shall not remove, conceal, or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to any device until and unless such device is purchased, and full payment is made as herein provided. If Biller sells, assigns, pledges, or attempts to sell or assign devices or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of the devices where found and remove and keep or dispose of the same and any unpaid fees shall at once become due and payable by Biller. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of any device(s) or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall promptly reimburse Invoice Cloud for all expenses and charges incurred by Invoice Cloud, including reasonable attorney's fees.

6. Kiosks (applicable where kiosks that are provided by Invoice Cloud as designated on the Biller Order Form).

Kiosks (as described in the Biller Order Form) are provided to Biller for use by Invoice Cloud under a license fee provided in the Biller Order Form. Invoice Cloud provides to Biller the products (as defined below) on a license basis. Biller will be fully responsible for all kiosks including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides kiosks, the following additional terms apply (with "Products" and "kiosks" in this Section 6 referring to the kiosks and any firmware and software and applicable documentation included with the kiosks and/or Product, as the same may be upgraded, modified, and enhanced from time to time):

a. License. Invoice Cloud grants to Biller a non-exclusive, non-transferrable, non-sublicensable right to use the Products for its Customers during the term of this Agreement, and subject to the terms hereof. The foregoing right includes, without limitation, the right to install and use the Products for purposes reasonably related to the subject matter of this Agreement, including, but not limited to, testing, and staging of the Products. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the kiosk manufacturer. Any and all intellectual property rights to the Products shall belong solely to Invoice Cloud and the manufacturer. Without limiting the generality of the foregoing, delivered Products shall not be (a) copied, distributed, modified, translated, adapted or altered, in part or in whole, in any way or (b) decompiled, disassembled or reverse engineered or unbundled from any product nor may Biller seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other Confidential Information contained therein. In addition, Biller may not produce, copy, alter, or modify any of the Products or Product packaging or labeling, or combine Products with any other product or services for sale without prior written consent of Invoice Cloud; such consent may be given or withheld in the sole discretion of Invoice Cloud. Biller shall not erase, remove, cover, deface, obscure, or alter any copyright, trademark, or patent notice, guarantee, or other statement or marking, affixed or applied by Invoice Cloud or the manufacturer on or to either the Products or any other technical or promotional material related to the Products.

b. Manufacturer Limited Warranty. Where Invoice Cloud provides kiosks to Biller (as opposed to Biller contracting directly with a third party for the provision of a kiosk), the manufacturer warrants that the Products provided pursuant to this Agreement will materially perform in accordance with the manufacturer's published specifications. Warranty service is detailed in Section 6(d) below. Should the Product fail to conform to manufacturer's specifications, repair parts and replacement Products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the Product resulting from accident, disaster, unreasonable use, misuse, abuse, the negligence of Biller or any third party, or non-manufacturer modification of the Product. Invoice Cloud and the manufacturer reserve the right to examine the alleged defective Product to determine whether the warranty is applicable. THE PRODUCTS FROM INVOICE CLOUD ARE PROVIDED STRICTLY "AS IS" AND INVOICE CLOUD AND KIOSK.COM SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF PERFORMANCE OR DEALING.

c. Term and Effect of Termination. Minimum fee charges as provided in the Biller Order Form shall apply from the earlier of four weeks from date of delivery to Biller of each applicable kiosk or the date that the kiosk is operational. Notwithstanding anything to the contrary in the Biller Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Biller Agreement, in the event that the Biller Agreement or other agreement between Invoice Cloud and the Biller permits Biller to terminate the Agreement or any order relating to kiosks for the Biller's convenience, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the kiosks as of the effective date of termination; (b) all amounts that would have been due to Invoice Cloud through the end of the later of the term referenced in the Biller Agreement or the term of the kiosks referenced in the Biller Order Form, notwithstanding the termination, based on the minimum transaction fees on the Biller Order Form times the number of months remaining in the term in the Biller Order Form immediately prior to the effective date of termination, (c) all amounts due from Biller to the manufacturer for services or parts procured, and (d) any committed and non-cancellable amounts for equipment, Products or kiosks, purchased by Invoice Cloud as a result of Biller's order of kiosks.

d. Warranty Service. Service may be obtained as follows under the Advanced Exchange and Field Service Warranty from Kiosk.com:

Advanced Exchange and Field Service Warranty provides a factory parts stocking plan with overnight shipping designed to minimize business disruption. The bundled warranty covers replacement of any failed part or workmanship, as well as the Field Service Technician site visit expense to implement the replacement part swap.

- **Expectations surrounding the scope of the Kiosk.com Advanced Exchange & Field Service Warranty are as follows:**

i. Advanced Exchange & Field Service Description

- **Phone and Warranty Parts Shipment Support.** In the event that there is a warranty or support issue with any Kiosk, please contact Invoice Cloud support. The Exchange Warranty outlined below applies.
- If replacement part and/or Field Service Technician is required, Invoice Cloud (through the manufacturer) arranges for overnight shipment of replacement parts and schedules the Kiosk.com Field Technician Visit to arrive (typically within 24 hours of call receipt).
- Service will be provided pursuant to service level provided in the SLA addendum at www.invoicecloud.net/sla
- No charge for replacement components to the extent warranted hereunder and subject to the terms and conditions herein.
- Kiosk.com covers inbound and outbound shipping costs for failed/replacement parts except as provided herein. The manufacturer provides the Biller with an RMA number and a pre-paid return shipping label with each replacement component. When the Biller receives the replacement, the failed part is then returned with the Kiosk.com pre-paid label.

ii. Exchange Warranty – Out of Scope Items

- The warranty and support commitments include the original kiosk enclosure and all components as shipped from the manufacturer's factory but does not include consigned components, any Biller or customer software application, network connectivity service, custom modifications, or changes made to the system, cleaning, installation, or repositioning of any system.

- Returned parts with No Defect Found (following the manufacturer failure analysis) will be billed back to the Biller. No Defect Found fees include reversal of any component credit, any applicable shipping and handling fees, and an hourly RMA diagnostic fee of $125 / hour.

- The most common source of No Defect Found parts is component maintenance and cleaning neglect in the field. Biller is responsible for keeping each kiosk clean through occasional wiping down with damp cloth, dusting, etc.
- Warranty does not include any customer application software, drivers, or special interface equipment and configuration unless specifically noted in the purchase contract.

- The warranty does not apply to expendable items (i.e., normal wear and tear of external graphics, etc.). Paint damage due to normal wear and tear is not covered under this warranty. Paint damage resulting from manufacturing defects will be covered by this warranty.

- Damage caused by cleaning, neglect, vandalism, physical abuse, or environmental acts of God are not covered under this warranty.

iii. Additional Exchange & Field Service Warranty Terms and Conditions

- Warranty service is guaranteed for 30 days for workmanship after the service is complete.
- Replacement components are not guaranteed to be new components and may come from the manufacturer refurbished and tested stock (at the discretion of the manufacturer).
- The three-year warranty on part defects is not extended if replacement parts are provided in a maintenance action.
- This warranty is voided by misuse, accident, modification, and unsuitable physical or operating environment, improper maintenance by Biller, a Customer or any other third party, or customer's other service organizations, removal or alteration of part identification, or failure caused by a product or component not supplied by Invoice Cloud or manufacturer, or for which Invoice Cloud or the manufacturer is not responsible, or any modifications or changes to components or to the kiosk without Invoice Cloud's written approval.
- Requests for optional Hourly Field Service Technician service calls must be received by 1:00 pm MST, Monday through Friday (except national holidays), to be eligible for the next business day site arrival (24-hour) service metric. Technician request calls received after 1:00 pm MST will be scheduled on the following business day. Field service charge is $175 / hour.
- Biller will provide onsite contacts for each location. Exceptions to fulfillment of onsite service can include holidays or events that prohibit access to the location.
- Keys must be on-site and available prior to the dispatch of a Field Technician.
- Payment of out-of-scope service fees is due upon invoice. Invoice Cloud reserves the right to suspend service and support until delinquent account payments are settled in full. Invoice Cloud and the manufacturer shall use reasonable efforts to provide the kiosks in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud or the manufacturer to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of products, equipment or services provided to manufacturer by third parties (e.g. public or private telecommunications services or internet nodes or facilities, overall internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, the manufacturer will use commercially reasonable efforts to restore the services in a reasonably prompt fashion. The manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services and modify its software and systems, all of which may result in a change in the manner in which the manufacturer provides the software and systems; provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon, the features and functionality of the product or services.

e. Responsibilities of Biller.

1. Biller will be responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses, and (ii) confidentiality of End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and manufacturer will have no liability therefore. Biller is solely responsible for adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards, and any other best practice available to protect the confidentiality of Biller Transmitted Information, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

2. Biller shall be solely responsible for ensuring that Biller's employees and contractors are not security risks. Biller will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) Biller's use of the Network Connection is secure and is used only for authorized purposes, and (b) Biller's business records and data are protected against improper access, use, loss, alteration or destruction.

3. Biller shall provide Invoice Cloud or the manufacturer with physical access to the kiosks upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the kiosks without Invoice Cloud's or the manufacturer's express written consent. Any change of the location of the kiosks may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to de-install all kiosks, return all kiosks, freight prepaid by Biller, to Invoice Cloud at the place from which kiosks was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, excepted. Biller shall use and ensure that the kiosks are at all times used in a workmanlike manner and in such manner as will not damage or injure the kiosks except by the ordinary wear and tear of such kiosks. In the event of damage to any kiosks, Biller shall promptly notify Invoice Cloud who shall replace or repair the kiosks at Biller's expense.

f. Personal Property of Invoice Cloud**.** Kiosks and all parts and components thereof shall retain its character as personal property and all right, title and interest thereto shall not pass to Biller, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the kiosks. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to kiosks. If Biller sells, assigns or attempts to sell or assign kiosks or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of kiosks where found and remove and keep or dispose of the same and any unpaid fees including all fees as provided herein and in the Biller Order Form will be due and payable. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of kiosks or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall pay Invoice Cloud the equivalent of the moneys expended or charges incurred by Invoice Cloud in such behalf, including reasonable attorney's fees.

7. Interactive Voice Response Functionality and Outbound Communications ("IVR")

a. **License**. For and in consideration for the payment of all fees and charges paid to Invoice Cloud, as provided in the Biller Order Form, Invoice Cloud hereby licenses to Biller, non-exclusive access to its proprietary IVR for Biller's internal use only.

b. **Indemnification**. Biller agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692 –1692p) and will defend and hold Invoice Cloud and its licensor harmless from and against any and all claims and will indemnify Invoice Cloud and its licensor against any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney's fees and expenses as a result of any act by Biller. Likewise, Invoice Cloud agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Biller harmless from any and all claims and will indemnify Biller from and against any and all costs and claims, including reasonable attorney's fees as a result of any third party intellectual property rights infringement claim against Invoice Cloud or its licensor.

c. **Legal Compliance**. Biller shall comply with all applicable laws, regulations, or other requirements of any governmental authority which relate to or affect this Agreement and the Biller's performance hereunder. Notwithstanding anything to the contrary in the Biller Agreement and these terms and conditions or other agreement between the parties, Biller shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Biller's benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Although neither Invoice Cloud nor its licensor provides legal advice to Biller, Biller understands and acknowledges and shall comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by all applicable laws, rules, and regulations while implementing or using IVR.

d. **No Warranty**. NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by Invoice Cloud or any licensor, Invoice Cloud will use reasonable efforts to attempt to resume provision of the IVR. Biller acknowledges IVR or its services is provided through telephone and electronic devices and shall not hold Invoice Cloud or any licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor licensor is responsible for any poor result as a result of judgments and choices made by Biller in using any IVR service.

8. Incorporation by Reference into Agreement, Modification. These Biller Terms and Conditions are incorporated by reference into the Agreement and may be modified by Invoice Cloud as a result of changes in applicable law, regulatory requirements, PCI-DSS requirements, card network rules, ACH requirements or card association or payment processor requirements.

9. California Consumer Privacy Act of 2018

All capitalized terms used in this Section 9, not otherwise defined, shall have the meaning established in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General ("CCPA"). Regardless of Biller's status as a Business, Invoice Cloud is a "Service Provider" pursuant to CCPA. Invoice Cloud's obligations as a Service Provider include:

a. Invoice Cloud will not Sell Personal Information.
b. Invoice Cloud will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Service, as set out in the Agreement, or as otherwise permitted by CCPA.
c. Invoice Cloud will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Service.
d. Invoice Cloud shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
e. Upon direction by Biller, and with a commercially reasonable amount of time, Invoice Cloud shall delete the Personal Information.
f. Invoice Cloud shall not be required to delete any of the Personal Information to comply with a Consumer's request directed by the Biller if it is necessary to maintain such information in accordance with Cal. Civ. Code §1798.105(d). Invoice Cloud shall promptly inform Biller of the exceptions relied upon under §1798.105(d) and Invoice Cloud shall not use the Personal Information retained for any other purpose than provided for by the exception or as otherwise permitted by CCPA.
g. Invoice Cloud certifies it understands the prohibitions in this Section 9 and will comply with them.
h. If Invoice Cloud, in its sole discretion, uses a Service Provider to provide the Service, Invoice Cloud will enter into written agreements with such Service Providers requiring the Service Provider abide by terms substantially similar to this Section 9.

Invoice Cloud
Statement of Work
City of Charlevoix

Overview
The Invoice Cloud (IC) suite of services (The Service) will give the ***City of Charlevoix*** (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the ***City of Charlevoix*** to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / ***City of Charlevoix***
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with ***BS&A.*** The integration for the ***City of Charlevoix*** will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
f. The system will accept partial, full, or overpayments as defined by the Biller.
g. The Payer will register with the Service using the authentication method designated by Biller.
h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
i. The Payer will receive an email confirmation of payment after any payment process.
j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
m. The Service includes shopping cart functionality.
n. The Service will allow the Payer the option to elect paperless billing.
o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. Biller Portal

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH).
c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
    - ACH Reject Notifications
    - Batch Close Notifications
    - Daily Management Report
    - File Processing Notifications
    - Month End Billing Invoice
    - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
- Status Notifications (notifications of planned outages, new features, etc.)

e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
   - allowing Auto-Pay and scheduled payments
   - allowing customers to update their phone or mailing address through the payer portal
   - allowing customers to pay less than, or more than the balance due based on receivable type
   - updating Refund Policy description
   - updating customer service phone number

5. <u>Biller Portal - Reporting</u>

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

a. Reports:
b. Search Customers*
c. Search Invoices
d. Search Payment Transactions*
e. Monthly Summary
f. Registration Report*
g. Autopay Report*
h. Paperless Report*
i. Data Synchronization History
j. EFT/ACH Rejects*
k. View Scheduled Payments*
l. Invoice File History
m. Import Errors
n. Daily Payments Received*
o. Total Outstanding Invoices
p. Email Notification Summary
q. Email Statistics
r. Email Tracking
s. Bounced Email Report
   - Email Statistics
   - Email Tracking
   - Bounced Email Report

6. <u>Payer Email Notifications</u>

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
   - First Invoice Email Notification
   - Second Invoice Email Notification
   - Third Invoice Email Notification
   - Payment Transaction Receipt
   - Declined Auto Pay Transaction
   - Late Fee Email Notification
   - Declined Scheduled Payment Notification
   - Registered Customer Welcome Email
   - AutoPay Registration Notification
   - Paperless Registration Notification
   - ACH Reject/Chargeback Notices (with reason codes and descriptors)
   - Credit Card Expiration Notification
   - Scheduled Payment Confirmation
   - AutoPay Reminder Notification
   - FlexPay Confirmation Notification
   - Scheduled Payment Reminder
   - Paperless Off Confirmation
   - Online Bank Direct Payment Receipt
   - Check 21 Payment Receipt
   - Linked Accounts First Notice Notification
   - Linked Accounts Second Notice Notification
   - Linked Accounts Third Notice Notification
   - AutoPay Off Confirmation
   - Conveyed Customer Notification
   - Multiple Registered Customers Welcome Email
   - Recurring Scheduled Payment Confirmation
   - Recurring Scheduled Payment Canceled

7. <u>Business Rules</u>

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

a. Ability to allow partial payments, over payments, full balance only, or late fees.
b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
b. **Project Timeline** – Details project schedule and milestones.
c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
b. **Help Desk -** The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
    i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
    ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
    - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
    - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
    - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

10. Marketing

Invoice Cloud provides free marketing resources that billers can use to promote EBPP payment solutions to their payers. Billers will receive a comprehensive document outlining proven marketing best practices. In addition, billers will be granted access to Invoice Cloud's proprietary Marketing Resource Center. This online tool allows billers to easily and simply download and/or customize marketing materials on demand. These materials include:

- Bill inserts
- Envelope teasers
- Onsite posters
- Counter displays and clear acrylic stands
- Social media and website graphics
- Content for newsletters and press releases
- Pay buttons
- Email content and layout suggestions
- Communications plans
- and more

Billers also have access to weekly live training sessions where they will learn about our recommended best practices for effectively communicating the many benefits of making payments electronically and have the ability to ask questions. We'll outline simple steps to help improve online payment adoption among their customers. We'll also review the Marketing Resource Center which will enable billers to create many of the materials mentioned above

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. AgentConnect™

The IC AgentConnect allows Billers (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Ability to enroll customer in AutoPay

- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

15. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the ***City of Charlevoix,*** as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Charlevoix	**Invoice Cloud, Inc.**
By:_____	By: Kevin W. O'Brien
Printed Name:_____	Printed Name: Kevin W. O'Brien
Title:_____	Title: President
Date:_____	Date: 4/25/2023

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B:

Modules & Features	BS&A	
PRODUCTS		
Invoice Types	Utilities	
EBPP	Supported	
IVR	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
DATA EXCHANGE	**Method**	**Frequency**
Invoices	SFTP	Each Billing Cycle
Account Balances	Web Services	Real-Time (RTDR)
Payment Records	Web Services	Near-Time (Data Pump)
AutoPay Flags	Web Services	Near-Time (Data Pump)
Paperless Flags	Web Services	Near-Time (Data Pump)
Block Payment Method (Credit/ACH)	Biller Portal	As Needed
INVOICE FILES		
IC Translates File	Supported	
Historical Data (24 months)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial)	Supported	
Link to PDFs	Preferred	
BATCH CLOSE		
Standard or Custom	Custom	

Appendix C: Biller Deliverables

Deliverable
Whitelist IP addresses and ports required for communication with InvoiceCloud
Sample Invoice File
Sample Adjustment File
Sample Payment File
Sample Images of Bills
AutoPay Conversion data if applicable
Paperless conversion data if applicable

SALES INFORMATION			
IC Sales Rep	Vince Pegurri	Vertical	Local Gov (Util, Tax, Misc)
Order Date	4/18/2023	Billing Software	BS&A Software

BILLER INFORMATION					
Ownership Type	Government	Phone	2315473259	Fax	
Legal Name	City of Charlevoix	Website URL	http://charlevoixmi.gov		
Address 1	210 State Street	Bus. Open Date			
Address 2		Federal Tax ID	386004543		
City	Charlevoix	*Federal Tax ID and Legal Name must match on all documents			
State	MI ZIP 49720				

BILLER CONTACT	
Primary Contact Name	Kelly McGinn
Phone	231-547-3251
Email Address	kmcginn@charlevoixmi.gov

SIGNING AUTHORITY					
Name	Mark Heydlauff			Title	City Manager
Phone	231-547-3270	Fax		Email Address	markh@charlevoixmi.gov

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)			
Note: Must include voided business check or bank letter for each unique account			
Billing Method	Direct Debit		
Routing #		Last 4 Acct #	

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

Description	Interval	Cost Type	Cost
Biller Portal Access Fee	Monthly	Fixed ($)	$100.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed ($)	$10.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed ($)	$0.35
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed ($)	$10.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed ($)	$10.00

HARDWARE						
Card Reader Type	Swipe Only	Quantity	3	Cost per Reader	$0.00	
Card Reader	Magtek Reader (BS&A Only)			Billing Interval	Monthly	

Shipping Address (if different than location address)	

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES			
Description	**Interval**	**Cost**	
Implementation (per SOW)	One-Time	$0.00 *(WAIVED)*	

NOTES/SPECIAL HANDLING

[signature page follows]

CERTIFICATION AND AGREEMENT

A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.

B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.

D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:	Accepted by Invoice Cloud, Inc.:
X	X Kevin W. O'Brien
Corporate Officer/Authorized Official	Corporate Officer
Mark Heydlauff	Kevin W. O'Brien
Printed Name	Printed Name
City Manager	President
Title	Title

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Winter Tax	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	0	0	0	0	0	3000

Avg CC Transaction $	1,471.00	Max Invoice $	125,000.00	Bill Frequency	Annually	Avg. Bills Per Month	250

PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
Online Bank Direct	All Payment Methods		$0.25	
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.00 %	Percent (%)	$3.00
All Payment Sources	ACH/EFT	$2.00	Fixed ($)	
IVR Surcharge	All Payment Methods	$1.00	Fixed ($)	
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		

NOTES / SPECIAL HANDLING

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000

Avg CC Transaction $	144.00	Max Invoice $	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	5000

PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
Online Bank Direct	All Payment Methods		$0.25	
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.00 %	Percent (%)	$3.00
All Payment Sources	ACH/EFT	$2.00	Fixed ($)	
IVR Surcharge	All Payment Methods	$1.00	Fixed ($)	
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		

NOTES / SPECIAL HANDLING

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Summer Tax	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	3000	0	0	0	0	0

Avg CC Transaction $	1,471.00	Max Invoice $	125,000.00	Bill Frequency	Annually	Avg. Bills Per Month	250

PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
Online Bank Direct	All Payment Methods		$0.25	
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.00 %	Percent (%)	$3.00
All Payment Sources	ACH/EFT	$2.00	Fixed ($)	
IVR Surcharge	All Payment Methods	$1.00	Fixed ($)	
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		

NOTES / SPECIAL HANDLING

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	General Receipts	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	0	0	0	0	0	0

Avg CC Transaction $	0.00	Max Invoice $	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	0

PRODUCTS AND SERVICES

Products and Services	[Cloud Pay] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.00 %	Percent (%)	$3.00
All Payment Sources	ACH/EFT	$2.00	Fixed ($)	
IVR Surcharge	All Payment Methods			
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		

NOTES / SPECIAL HANDLING

Charlevoix City Council

Consent Agenda

Title: Musical Prayer Service

Date: May 1, 2023

Presented By:

Background:
Stephen Korn has requested the use of the Odmark Pavilion on Friday, June 23, 2023 for a musical prayer service by Cantor David Propis of Congregation Shaarey Zedek, Southfield, MI. He is asking for approximately 3 hours to set up, host the service, and tear down. The Chamber will be hosting the Summer Art Show the following 2 days. However, there should be plenty of space near the pavilion for this event.

Recommendation:
Motion to approve the use of Odmark Pavilion on June 23, 2023 for prayer service.

Attachments:
1. June 23, 2023 Prayer Service

April 19, 2023

To the Members of the Charlevoix City Council:

My name is Stephen Korn. I am a long time Summer resident of this wonderful community since my parents purchased their home in Boulder Park in August, 1955. I grew up enjoying many Summers playing baseball with Dino on Carpenter's ball diamond, golfing the Charlevoix golf course, swimming at all of our beaches, and enjoying day camp with Del Terrill. I played many a concert for Clarence Odmark in the location now named for Mr. Odmark.

Last Summer, thanks to you, Beth, and Kent, I was able to host a "Reunion" softball game for the kids of the 1950's and 1960's. It was a complete success, as many of us came back to be kids one more time on Carpenter field. I anticipate coming back to you for a follow up event involving the kids of the 1960's and 1970's.

I am writing today to ask for your permission to hold a musical "prayer" service in the Odmark Pavillion. The service will be conducted and led in Hebrew and English with music, song and instrumentation by our Cantor David Propis of Congregation Shaarey Zedek, Southfield, Michigan.

Cantor Propis has spent many summers with us in Charlevoix together with his good friend Patty Beck. We expect that seventy-five (75) people would likely attend this wonderful musical service. Cantor Propis has attended many services at the Odmark Pavillion hosted by Temple Beth-El of Bloomfield Hills, Michigan.

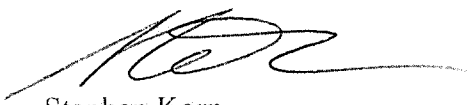
The evening service would be for approximately one hour of time commencing at 6 pm. We would need one hour of set up time, and perhaps fifteen to thirty minutes to pack up.

Two Summers ago, I attended a musical religious presentation in the Park sponsored by a local church. The performer was exceptional, and the music was beautiful. Gary Stutzman invited me and I was so glad that he did.

The Charlevoix community is diverse, and hopefully will welcome us to use the Odmark Pavillion for the time requested on June 23, 2023.

Looking forward to your reply and the forthcoming Summer.

Very truly yours,



Stephen Korn
Boulder Park

SPK/ma

Charlevoix City Council

Consent Agenda

Title: Use of Bridge Park for Charlevoix Marathon
Date: May 1, 2023

Presented By:

Background:
Good Boy Events is again requesting the use of Bridge Park to host the Charlevoix Marathon on June 17, 2023. They will begin setting up on June 14 for the Saturday Marathon. Bridge Park will be cleaned up and vacated by Saturday night.

Recommendation:
Motion to approve the use of Bridge Park for the Charlevoix Marathon June 14-17.

Attachments:
1. Charlevoix Marathon Bridge Park Request 2023

Charlevoix City Council

Request to Use Bridge Park June 14 – 17, 2023

Good Boy Events requests to use Bridge Park June 14 through June 17, 2023. This is our year seventeen of the Charlevoix Marathon, Half Marathon and 5k 10k events. As in previous years we will begin setup on Wednesday of race week. Charlevoix Tent Company will again provide tenting as they know the rules and regulations of Bridge Park. The tents and preparations begin approximately 10am on the 14 June. On Friday registrations and packet pickup begin. Race day begins at 5:00am Saturday with late registration and our day will conclude at approximately 3:00pm with everything removed from Bridge Park. The following is a quick review:

- Year 17
- 2,000+ runners expected
- Good Boy contracted with Porta John company, trash pickup company and CVX EMS
- Good Boy purchased all needed insurance coverages and permits
- Good Boy closing Waller Road from Orchard to hi-way
- Charlevoix County Sheriff notified and positioned
- All paid course volunteers prepared (same groups as prior years)
- Our workers same folks as last year
- Nurse at the finish line to assist EMS
- Good Boy prepared to pay fees when billed
- Same race start times: 6:00am; 6:30am; 7:00am and 7:15am
- Race concludes by 1:00pm
- Cleaned up and out by 3:00 – 3:30pm
- Tents and porta johns removed Monday morning

Thanks

Ron Suffolk

248.921.1032

Charlevoix City Council

All Other Actions and Requests

Title: Proposed Donation: Playground Design and Installation at Mt. McSauba
Date: May 1, 2023

Presented By: Kent Knorr, Recreation Director
Abbie Hart

Background:
Earlier this year, our Recreation Director gave a presentation to the Board of Directors of the Rotary Club of Charlevoix about the Recreation Department and our Recreation Master Plan adopted by the City in 2022. Specifically, they requested information about possible projects that they could assist us in funding. The Rotary Club of Charlevoix reviewed the master plan, met with a playground representative and has subsequently approached the Recreation Department about partnering and fundraising towards a future playground installation at Mt. McSauba.

The request aligns with our Recreation Master Plan and the action plan to begin the process of installing a new playground at Mt. McSauba. The topography and natural setting of the park present an opportunity for a playground that is very unique in design and location. We are looking to utilize a space in the woods and selecting a design concept that has a natural feel to it in both look and features.

At the suggestion of the Recreation Department, the Rotary Club of Charlevoix met with a representative of Landscape Structures and has obtained some general pricing. Those concepts and the pricing are attached.

At the April 12th Recreational Advisory Committee meeting, the RAC also reviewed these concepts and likes the idea. They intend to support The Rotary Club Fund Raising for a playground and will work with the Recreation Department as we move forward to develop a final playground concept.

The Rotary Club will commit to raising a minimum of $50,000 but will also be looking for additional ways to encourage giving from the community. Based on how much is ultimately raised, we will be able to determine the full scope of these playground features.

The request to raise contributions for a future playground at Mt. McSauba aligns with both our Recreation Master Plan and the Donation Acceptance Policy. Specifically, this donation would align with "Opportunities for Future Gift" in which the City has listed improvements to playground equipment at Depot Beach, Ferry Beach and Mt. McSauba as a desirable project.

Recommendation:
Motion to approve the Rotary Club of Charlevoix to work with the Recreation Director and City Manager to begin a process of fundraising for a new playground at Mt. McSauba.

Attachments:
1. Donation Acceptance Policy 2022 Revision-4
2. Forma All (3)
3. Forma Playground samples

CITY OF CHARLEVOIX

Donation Acceptance Policy

Adopted by City Council on April 18, 2022

POLICY PURPOSE

The City appreciates the generosity of donors who offer improvements for the community. The residents of the Charlevoix have a well-established record of giving their time, talent and treasure to events, causes, and improvements in the community. The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of gifts to the City, including the installation, long-term maintenance and operation of donated elements to the City which will enhance the quality of life. The City desires to encourage donations while at the same time considering aesthetic impacts and on-going maintenance and operational costs.

BACKGROUND

In 2013, a Donation Acceptance Committee was formed to develop a policy for the consideration and acceptance of gifts (whether funding for a specific purpose, a specific feature or item, or a building). The policy was adopted in September 2013 and established the public review process and criteria to evaluate a proposed donation.

The City Council resurrected the committee in 2015 to review potential changes. The revised policy was approved by City Council on October 19, 2015.

At the request of City Council in March 2022, the City Manager was asked to review the policy for potential further direction to the Planning Commission on how it considers gifts. The review included a recodification of the past work on the policy and its contents.

POLICY REVIEW

This policy will be reviewed at least annually by City Council and the Planning Commission; revisions and changes may be made. An updated copy will be kept on the City's website.

PROCEDURE FOR MAKING A DONATION

The City Council shall have the full and final authority to approve or deny all gift proposals. To promote an efficient review process though, as well as to prevent disappointed expectations, prior to preparing a written proposal the donor or donor's representatives should contact the City Manager's Office to discuss a proposed gift. Such pre-application meeting can assist both the prospective donor and the City in determining whether a gift will meet the criteria contained in this policy. City staff or City Council may request additional information including but not limited to scaled drawings, artist's renditions or other documents to better illustrate the exact nature of the donation. The City may choose to consult with other agencies or organizations in the review process.

CONSIDERATION GUIDELINES

Financial Gifts for Programming or Improvement Funds
Financial gifts are the easiest and preferred method of donation since the final outcome of a project is ultimately directed by City Council. Contributions without condition in the form of cash or other monetary instruments will automatically be accepted and can be directed to various causes.

Donations can be sent to several funds at the Charlevoix County Community Foundation intended for the benefit of the City:

- Charlevoix Canopy Fund—to support long-term tree planting in the city
- Brookside Cemetery Improvement Fund—to support long-term projects at the Brookside Cemetery
- Charlevoix Dog Park Fund—to support long-term operation and improvement to the dog park
- Mt. McSauba Recreational Area Fund—to support the activities of Mt. McSauba

In addition to these funds, the City can accept cash donations for a variety of projects and purposes to the various funds of the City including:

- Housing Fund
- Park-specific improvement funds
- Skate Park
- Scholarships for youth skiing and day camp
- Junior Golf or the golf course generally
- Mt. McSauba

Additionally, the City may directly or through a third party, work to raise funds for a specific project from time to time. In the past, this has included efforts to create the Dog Park and improve Hoop Skirt Alley through Junior Main Street.

Gifts of Fixed Assets and Equipment/Vehicles
Gifts intended for installation on public land (including parks) as well as gifts of equipment, vehicles, boats or facilities often involve considerations of aesthetics, costs, and compatibility. These features shall be evaluated using the following criteria:

1. Aesthetics- The community has an interest in ensuring the best appearance and aesthetic quality of public lands and facilities. Donations and their recognition shall reflect the character and be consistent with the intended surroundings.
2. Requirement of Maintenance/Repair- Since donated elements and their associated recognition become City property, the community has an interest in ensuring that all elements remain in good repair. Elements must be of a quality to ensure a long life, be resistant to weather, wear and tear, and acts of vandalism.
3. Requirement of Consistency with Current and Future Use- Proposed donations should not substantially interfere with the intended current or future use of the land or facility.
4. Uniqueness of the Proposed Gift
5. Whether the Proposed Gift Requires Relocation, Removal or Installation of Other Equipment or Infrastructure to Accommodate the Donation
6. Absence of Substantial Impact on Public Health and Safety and/or Welfare
7. Costs Associated with the Proposed Gift- The City also has an interest in knowing in advance the full cost which may be associated with a gift, namely those which may relate to purchase,

installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the gift must be sufficient to cover all such expenses.

a. Neither purchase nor installation shall commence until the donor's gift has been completed and funds have been received by the City for such purposes.
b. Gifts requiring on-going operation and maintenance which are estimated to exceed $5,000 annually must include an additional amount sufficient to defray that expense for twenty years. Example: $5000. maintenance annually for twenty years = $100,000.
c. In rare and unusual circumstances where the City has determined that the value of the gift substantially exceeds the cost associated therewith, these requirements may be waived, but only after appropriate notice and public hearing.

Fixed asset gifts for public land shall be reviewed first by City Council who shall determine whether the gift is reasonably appropriate for use somewhere in the City, if it finds the answer is yes, it shall determine what City departments and/or boards should also review it (such as the Department of Public Works, Marina, Shade Tree and Parks Commission, Recreation Advisory Committee, etc).

Following reviews and reports from these groups, the Planning Commission shall review the proposed donation and the findings of these other bodies to make a recommendation to Council. Based on the above criteria, the Planning Commission shall determine the following:

- The donation is in keeping with the spirit and design intentions of the public space and protects and preserves the natural resources of the City
- There is sufficient funding (either through a donated endowment or through City operations) to cover long-term costs and maintenance of the donation
- Determination of no-adverse affect from the gift either in financial cost or reputational harm to the community

Memorial Plaques

Plaques will be limited in use and small in scale when recognizing donations. Aside from plaques already contemplated for benches and tables and to ensure uniformity of appearance and good taste, the language of such plaques shall also be approved by the City. Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered.

Gifts in City Parks

In cases of donations to City parks which may reasonably affect the park or its immediate surroundings, the City Council shall hold a public hearing for such purpose to invite comment from the community with respect to impact on view corridors, safety, potential for noise generation, and compatibility with the aesthetic features of the park.

Prior to consideration by City Council, the Planning Commission will need to affirmatively find the donation in keeping with the City's Master Plan and Parks and Recreation Master Plan where applicable. Donations not consistent with these plans shall be declined with appreciation.

Benches and Tables

The City will maintain a map of future locations for donated benches and tables. These must be of uniform character and donors may choose locations from the map for their donation. Donors pay costs

for the bench or table and the City will install them as time allows when they are received. Plaques may be placed on these in keeping with past practice.

INSTALLATION OF FIXED-ASSET OR LAND ALTERING DONATION

Once a gift of a fixed asset or land-altering donations are received (projects not planned and executed by City staff), a written agreement will be developed between the donor, any and all licensed contractors used in the donation, and the City. This contract will determine payment, expectations for final results, and performance bonds as necessary for reimbursement for unplanned expenses or failures of the project. Costs for bonds and all aspects of the project will be borne by the donor. The City shall have sole discretion to determine the time and manner of construction. Various aspects of state and federal law may apply for work on public land and within public rights of way.

REMOVAL and RELOCATION

The City reserves the right to restore, relocate, remove or relinquish donations. This decision shall be made based upon the best interests of the City. Upon receipt of a donation, donated property becomes the sole property of the City of Charlevoix; disposal, sale, or other actions related to the donation shall be made by the City.

VETERANS and MILITARY MEMORIALS

Memorials honoring veterans and military memorial or improvements to existing memorials should be looked at on a case by case basis and approved at the discretion of City Council according to this policy.

OPPORTUNITIES FOR FUTURE GIFTS

The City will regularly identify a list of projects that would be desirable for the community. Donors unsure how to provide a meaningful benefit to the community could consult this list and provide funds for these purposes as described above:

- Upgrade the Michigan Beach access steps along Michigan Avenue
- Improve playground equipment at Depot Beach, Ferry Beach and Mt. McSauba
- Combined recycling/trash receptacles in the downtown (Big Belly units)

Forma

[Forma Video Link]

Forma 5-12

[Forma Video Link]

Alpine Slide
$27,805.00

Slidewinder
$27,795.00

Fortress Mult-Climber
$47,695.00

Folio Balance-Climber
$27,455.00

Forge Climber
$23,755.00

Sol Spinner
$8,295.00

24” Footprint Stepper
$415.00

Footprint Wobble Bouncer
$2,195.00

THIS IS NOT A FORMAL QUOTE. IT IS INTENDED FOR USE IN SELECTION OF PRODUCTS AND BUDGETING PURPOSES. FREIGHT AND INSTALLATION ADDITIONAL

TONY@PENCHURA.COM ~ 614-206-4288 ~ WWW.PENCHURA.COM

Forma 2-12

[Forma Video Link]

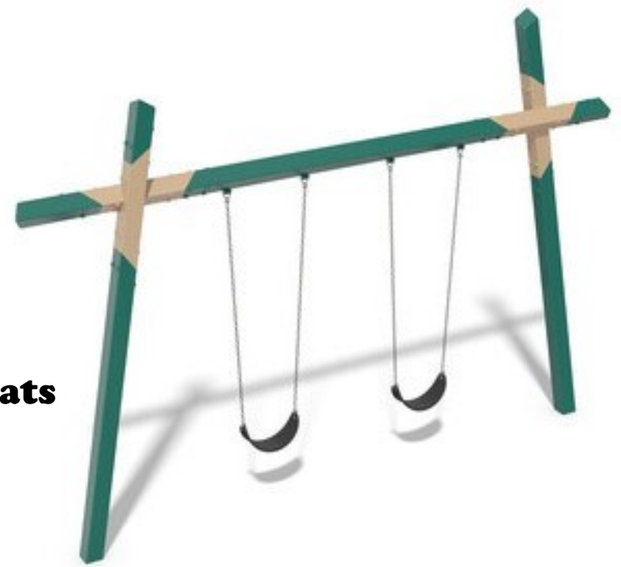
Foxden Hangout
$18,945.00

8” & 16” Footprint Steppers
$380.00 & $395.00

Footprint Balance Beam
$535.00

Focal Sensory Wall
$16,665.00

Forma Swings
$6,155.00 w/belt seats



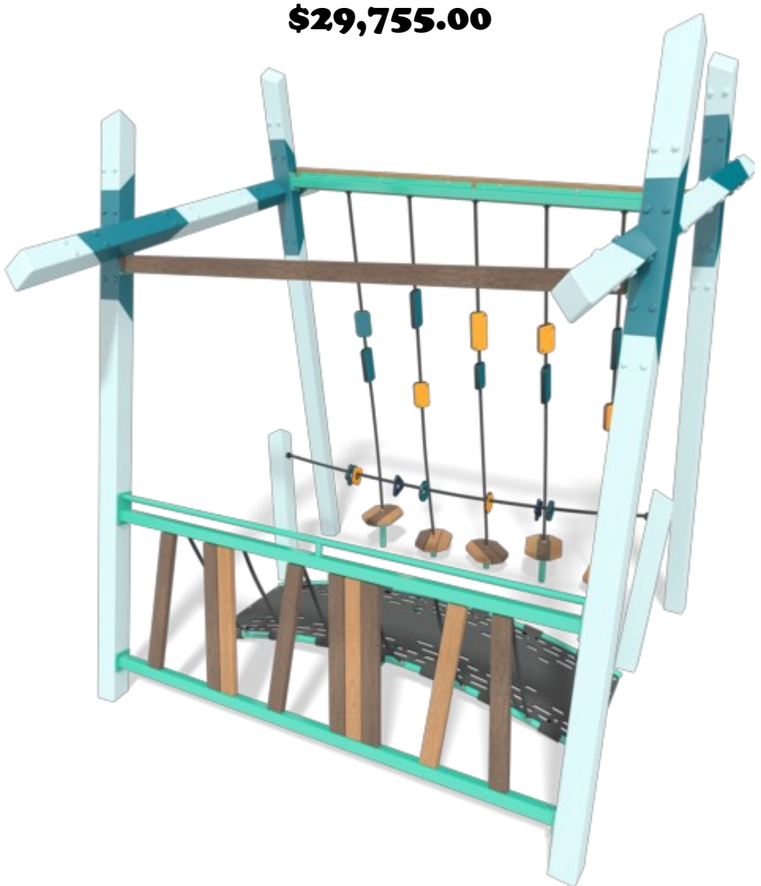
THIS IS NOT A FORMAL QUOTE. IT IS INTENDED FOR USE IN SELECTION OF PRODUCTS AND BUDGETING PURPOSES. FREIGHT AND INSTALLATION ADDITIONAL

TONY@PENCHURA.COM ~ 614-206-4288 ~ WWW.PENCHURA.COM

Forma 2-5

[Forma Video Link]

Foxtrot
Multi-Climber
$29,755.00



Giggle-Jiggler
Climber
$11,695.00

THIS IS NOT A FORMAL QUOTE. IT IS INTENDED FOR USE IN SELECTION OF PRODUCTS AND BUDGETING PURPOSES. FREIGHT AND INSTALLATION ADDITIONAL

TONY@PENCHURA.COM ~ 614-206-4288 ~ WWW.PENCHURA.COM

Charlevoix City Council

All Other Actions and Requests

Title: Assign Representative to the Historical Society Lighthouse Comittee

Date: May 1, 2023

Presented By: Mark Heydlauff, City Manager

Background:

Earlier this spring, Council approved an addendum to the Lighthouse Restoration and Maintenance Contract with the Charlevoix Historical Society. The addendum included the request for "one or more representatives from the City" to be assigned to the Historical Society's Committee. Unlike most of your appointments, this is not a governmental body but is intended to ensure a good working relationship between the Society and their efforts to fundraise for and maintain the lighthouse. Given this intent, I would suggest Council appoint one or two people from among the Mayor, Council, City Manager, or other senior staff to the committee.

Recommendation:

Council discussion and direction to appoint as desired.

Attachments:

None

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments
Date: May 1, 2023

Presented By:

Background:

A. Construction Progress

Today and tomorrow, portions of State Street and Park Avenue will be closed as final paving is completed to restore asphalt disturbed during installation of the DTE pipeline and the subsequent electrical installation we have done this spring. Also this week, a section of curb on Bridge Street downtown was restored along Bridge Park. Beginning Tuesday morning, Bridge Street will be closed from Hurlbut to Park Avenue for the installation of new sanitary sewer lines on Mason Street and the necessary tie-in under Bridge Street. Also during this time, temporary asphalt placed during the gas line installation will be removed and final asphalt will be laid to complete this portion of that project. Similar work will occur in the lane shifted area of Michigan Avenue later in May and will include patching of consistently rough patches in the vicinity. We expect Bridge Street in the downtown to reopen on the evening of May 5. The work on Mason Street continues on schedule with some significant storm sewer installations having occurred this week. For comparison, the complexity of this project is akin to the State Street reconstruction of 2015.

New electrical conduit has been placed in VanPelt Alley over the past couple of weeks. We are working on a plan for using brick paver strips along with new asphalt to resurface these areas when complete. This will further address the implementation of the Alley Corridor and Implementation Plan approved by Council. A new transformer will be set in the DeWitt Lot later this year; this will replace the transformer along VanPelt Alley to the south of Bloom.

The final contract with Tri-County Excavation is awaiting review with the DNR. This was approved by Council on April 17. Once the State gives final approval, we can sign and this project will officially be scheduled to begin in August. We do not expect any issues with this.

In addition to all of this, several sidewalk areas have been repaired in the past month; this improves pedestrian safety and walkability throughout our community.

B. Deer Cull Update

The DNR is still reviewing the permit request for a deer cull. I understand from Chief McDonnell there has been a change in DNR personnel who review this. We are not permitted to schedule the cull with the USDA until we have the permit in hand and know the timeframe the DNR would permit the cull to occur. Our expectation, however, is for a winter timeline.

C. Potential Future Infrastructure Opportunites for Housing Support

We are exploring the Revitalization and Placemaking 2.0 (RAP) Grant offered by the MEDC. Two projects come to mind for this and we are exploring possibilities: Antrim Street Infrastructure and Carpenter Street Development. The grant has allocated $6 million for our region and requires a dollar

for dollar match. At first glance, the prospect of applying for funds to complete the reconstruction of Antrim Street seems more realistic and could tie in any long-term redevelopment if Charlevoix County were ever to actually relocate the court. This would allow infrastructure to be sized and planned accordingly. Alternatively, we could apply to use funds to extend utilities and road infrastructure to the property we own at the end of West Carpenter, but since this land is currently outside the city limits, this would be a roadblock. The program has an application deadline of June 30 with awards made this fall. The benefit of the grant though is that funds need not be spent until 2027 which gives adequate time for more planning and design work to be done. We will keep you updated on this and likely bring a proposal later this spring.

D. Pine River Channel Sea Wall Repairs

USCG Station Charlevoix Chief Brad Bishop reported to me this week that he secured work from the US Army Corps of Engineers to do repairs of the wood and other brackets on the seawall in the Channel. According to his conversations with the USACE, they will be bringing a barge to the channel in early June to do this work which will be important to improve marine safety by keeping wood from breaking away from the wall and reducing the potential of damage to water craft that may brush against the wall.

E. Outdoor Dining

Per Council's direction earlier this spring, we have been working with downtown businesses who use sidewalk tables and chairs. Zoning Administrator Jonathan Scheel believes he can accommodate their permit requests and assure five feet of pedestrian passage space without further interrupting parking spaces as has been done in the past. He will continue monitoring the conditions and bring recommendations to you as needed. Five feet is the amount of space found in the Outdoor Dining Policy from 2015.

F. Potential Options for Pine River Place

Last week, Mayor Gennett and I attended a work session of the Charlevoix Housing Commission. They are gathering information on a process that could ultimately yield new investment in the existing 62 units of the complex and bring new housing options to the south part of their property. This would be another good opportunity to expand housing options in the City thought the process is somewhat complicated and slow. At this point, there is no action for the City to take but I appreciated learning about the process with the Commission.

Recommendation:

Attachments:

1. Housing Commission Meeting Minutes from 01/17/2023
2. DDA Meeting Minutes from 01/23/2023
3. Recreation Advisory Committee Minutes 02/08/2023
4. Shade Tree and Parks Commission Minutes from 02/09/2023

CHARLEVOIX HOUSING COMMISSION
210 WEST GARFIELD ST.
CHARLEVOIX, MICHIGAN 49720
(231) 547-5451

PROJECT
PINE RIVER PLACE

REGULAR MEETING

CHARLEVOIX HOUSING COMMISSION

Tuesday, January 17, 2023

2:00 P.M.

Commissioners Present: Mitts Lee, Laurene Crandall, R.J. Waddell, Joan Buday
Commissioners Absent: None

Others Present: Dan Murray CHC-Maintenance Supervisor, Annessa Haist-Director MPHC/CHC, Cindy Morris CHC-Occupancy Specialist and Residents of Pine River Place.

Commissioner Mitts Lee called the Meeting to Order at 2:06 p.m.

ADDITIONS TO THE AGENDA: Annual Evaluation-Director MPHC/CHC Annessa Haist requested a closed session.

Motion made by Commissioner Waddell, seconded by Commissioner Buday for a closed session for discussion on the Evaluation of the Executive Director, Annessa Haist MPHC/CHC.

Ayes: Lee, Crandall, Waddell, Buday
Nays: None
Absent: None

Approval of the December 20, 2022 Meeting Minutes and Payables with Financials.

Motion by Commissioner Waddell, seconded by Commissioner Buday to approve and accept the regular meeting minutes and payables with financials as presented for December 20, 2022.

Ayes: Lee, Crandall, Waddell, Buday
Nays: None
Absent: None

OLD BUSINESS: None

NEW BUSINESS: Approval of Annual Meeting Calendar

Motion by Commissioner Buday, seconded by Commissioner Waddell to accept the Annual Meeting Calendar as presented.

Ayes: Lee, Crandall, Waddell, Buday
Nays: None
Absent: None

Executive Director's Report - Brief update given on the Section 18 Disposition by Annessa Haist Director MPHC/CHC.

Director MPHC/CHC Annessa Haist spoke on the Haan Development & Revitalize giving updated information on the meetings she attended with both. What to look forward to with more information in the near future.

Annessa Haist, Director MPHC/CHC spoke with the Commissioners in regards to the February, 2023 Meeting. Along with future updates.

Motion by Commissioner Buday, seconded by Commission Crandall to Cancel the February 21, 2023 Regular Meeting.

Ayes: Lee, Crandall, Waddell, Buday
Nays: None
Absent: None

Closed Meeting Session started at 2:37 p.m. public that was in attendance were asked to disperse.

2:55 p.m. Open Board Meeting continued, public was invited back in.

Public Comment on subjects unrelated to Agenda Items: None

Adjournment: Commissioner Lee adjourn the meeting at 3:00 p.m.

Respectfully submitted and approved by:

Executive Director, Annessa Haist – MPHC/CHC

The next Board Meeting is March 21, 2023 at 2:00 p.m. at the Pine River Place Community Room at 210 W. Garfield St., Charlevoix, MI. 49720.

City of Charlevoix
Downtown Development Authority Meeting Minutes
Monday, January 23, 2023 - 5:30 PM
Council Chambers, City Hall

1. **Call to Order**
   The meeting was called to order at 5:30 p.m. by Chair Owens.
2. **Pledge of Allegiance**
3. **Roll Call**

Chair:	Maureen Owens
Members Present:	Kirby Dipert, Liam Dreyer, Mayor Lyle Gennett, Anne Oosthuizen, Danielle Scheller, Paul Silva
Members Absent:	Sam Bingham, Ron Way
Staff Present:	Lindsey Dotson, DDA Executive Director

4. **Inquiry Regarding Conflicts of Interest**
5. **Consent Agenda**
   Motion by Member Dipert, seconded by Member Oosthuizen to approve the Consent Agenda as presented.
   Motion carried by unanimous voice vote.
   A. Minutes
      Motion to approve the minutes as presented.
6. **Reports**
   Chair Owens asked to move the Bridge Park Building Committee discussion. Chair Owens requested a discussion on this topic, the Board concurred.
   A. Director's Report
      Lindsey Dotson, DDA Director
      Director Dotson questioned if they had enough people to substantiate a table at the Annual Chamber of Commerce Award Dinner. Ms. Dotson stated that she would send out an email to see if anyone is interested in attending the dinner on Thursday, February 23, 2023 at 5:30 p.m.
7. **Old Business**
   A. 2023-2024 DDA Budget
      Lindsey Dotson, DDA Director
      Chair Owens stated the budget presented would require minor modifications which would include moving some items into different categories. Motion by Member Silva, seconded by Member Dipert to approve the budget as presented with one amendment.
      Motion carried by unanimous voice vote.
   B. Bridge Park Building Committee Update
      Lindsey Dotson, DDA Director

Chair Owens stated John Murray had resigned as their Building Manager and that perhaps there was an opportunity to revamp the way they look at the management of the building. Member Dipert stated that it was a consensus of the Building Committee that items should pass by email before the Board decisions are made and he felt that Director Dotson could handle the day to day issues with the building now that the space was filled with two (2) tenants, the Board concurred.

Chair Owens would request a letter of resignation from Mr. Murray and Director Dotson would draft language for a minor change to the lease agreements to reflect the split of monthly utility charges between the two (2) tenants.

8. New Business

A. 2023 Calendar of Meetings
Lindsey Dotson, DDA Director
Chair Owens stated she had brought up the possibly of changing the Board's meeting schedule to less frequently than once a month. Discussion was held.

Motion by Member Dipert, seconded by Member Silva to amend their meeting schedule to every other month beginning January 2023 with those months being the odd months of calendar year 2023.
Motion passed by unanimous voice vote.

9. Public Comment

A citizen questioned if there would still be funds available for grants that had been available as part of the Main Street Program and questioned the future of the committees.

10. Request for Future Agenda Items

11. Board Comments

Chair Owens stated that they were honored to have two (2) members present who had received Chamber of Commerce Awards - Lindsey Dotson - Young Professional of the Year and Annie Oosthuizen - Business of the Year. The Board congratulated them.

12. Adjourn

The meeting adjourned at 5:51 p.m.

CHARLEVOIX DDA MISSION
The mission of the Charlevoix DDA is to strengthen the year-round economic vitality of our vibrant historic business district through community efforts, events, and public/private partnerships while fostering a sense of community pride and ownership.

_____ _____

Sarah J. Dvoracek/fgm City Clerk Maureen Owens Chair

CITY OF CHARLEVOIX RECREATION ADVISORY COMMITTEE

Wednesday February 8 at 6:00 PM

Mt. McSauba Lodge

Meeting Minutes

I. Call to Order/Roll Call

Vice Chair Matye called the meeting to order at 6:04 PM

II. Roll Call

Members Present: Bryan, Oosthuzien, Bitely, Kelly, Scholten, Matye
Members Absent: Fruk
Staff Present: Knorr, Anzell
Presenters: Brent Bolin and Elizabeth Calcutt

III. Determination of a Quorum

Yes

IV. Conflicts of Interest

No

V. Motion to Approve Minutes

November 9, 2022 Meeting Minutes

Vice Chair Matye called for a motion to approve the November 9, 2022 meeting minutes. Motion made by Member Kelly, second by Member Bitely. Motion passed by a unanimous voice vote.

VI. Presentation

Brent Bolin and Elizabeth Calcutt shared information about the Nakwema Trailway. They explained that the goals of the Nakwema Trailway are to develop a non-motorized trailway between Charlevoix and Traverse City, connecting multiple communities along the way. The 415+ trail would also protect over 25 natural areas throughout three counties and create opportunities for everyone to participate in living a healthy lifestyle. The trail would enhance and promote northwest Lower Michigan. They will be seeking out community support for this project.

All of the Agenda items are addressed in the Directors report below and includes committee comments and discussion.

Directors Report
February 8, 2022

We are hiring:

Marina Staff
Day Camp Staff
Summer Internship
Golf Course Maintenance

Day Camp Updates
We have implemented several the changes that we discussed over the last few months. Those include:

- Pre-registration forms will be available beginning in February. Participants will be able to fill out the camp form in advance of registration! This will simplify the registration process and will also help families confirm that their residency is established.
- Residents of the City of Charlevoix and Charlevoix Township will have the first opportunity to register for Day Camp March 14-16.
- Registration will open to all other campers on March 21st.
- We continue to look at ways that we can streamline registration.
- We will be attending a demonstration with CivicRec later this month.

We are currently in process of accepting applications for an Assistant Camp Director as well as 4-5 Day Camp Counselors. While we are primarily looking for persons 18+, we can hire 1-2 "Jr. Counselors" that are 16 or 17 years old.

We will be rolling out the new process, press release, and camp themes over the next few weeks.

Marina Updates

Reminder that next year we will be "slip specific" at the Marina. This means that when a boater books a vessel, they will be assigned a slip at the time of registration. This is of course giving some boaters anxiety, but overall, we think it will work better. Some of the changes that boaters will notice include:

- New Signage with slip numbers that will indicate that the slip is reserved.
- New shopper dock signage
- When boaters want to extend, we will be able to do that as slips are available in real time. We won't have a need for boaters to line up each morning at 7:00 to see if they can get a slip or not.

The new 45 day slip rental option has been successfully implemented. We had 12 possible spots available for the Spring and the fall shoulder seasons. 9 people registered for the spring and 11 for the fall. These boaters commit to paying for a slip for 45 days, but avoid having to "play "the registration system. I anticipate this will grow in popularity with local residents. Boaters are still on their own for the peak days of late June to Mid-August.

The Milner Foundation has made another $10,000 donation to the Marina for improvements to the Marina. We have used that for updates to the interior and buying new umbrellas, and a grill for the Marina. Denny and I will assess the needs for the new donation.

Mt. McSauba Season
It has been a strange winter in regard to weather. The staff has been spectacular at stepping up to the challenges. I can't imagine how hard this year would be if we didn't have staff that would make snow in small windows of cold weather. Most of those have happened overnight while we all sleep. If you interact with the ski hill staff, be sure to thank them for their dedication.

Our numbers are down a little bit at the hill this year. Again, we contribute this to the weather. When we have new snow or cold temperatures people are coming out to ski.

We have not groomed the golf course for cross country skiing due to the lack of snow.

Candlelight hike numbers are also down a bit. With exception of last Friday, we have had over 200 people each week and MLK weekend we were over 400 hikers. Last Friday we only had about 120 people, but it was windy and 11 degrees.

The Ice Rink opened Saturday. We are optimistically hoping to get through the next few days and keep the rink going. I have been reminding ice skaters that our biggest challenge right now is basic science. A long term warm up will make for a rather short ice skating season.

Farmers Market

Beth is already confirming returning vendors and sorting through new applicants. Based on the space available, we will not be increasing the total number of vendors.

We will also be working with the Electric Co and DPW to see if we can place additional outlets in the park. More vendors seem to have request for power, and we are limited in the ability to run spiders in the park each week.

Beth will be attending a MIFMA conference the First Week in March.

MPARKS Conference

Kent will be attending the MParks Conference in Lansing from March 6-9.

Possible McSauba Project(s)

There are two impactful donations that *may* be coming our way. The boy scouts are looking at ways to redo the fire pit that we use with day camp and improve seating in this area to create a multi-use space for presentations and camp activities.

The Rotary Club of Charlevoix is reviewing our donation policy to put forth a proposal to do a multi-year, multi-location proposal for donating playground equipment for McSauba and later Ferry Beach

VII. Old Business

a. **Questions regarding the Director's Report**-none

b. **Michigan Beach Grant** - Director Knorr told the committee he submitted a Charlevoix County Millage Grant request for informational and historical signage to be placed at points along the Michigan Beach trail.
c. **Spark Grant** – Knorr will be working with Edgewater to coordinate moving forward with applying for these grant dollars as discussed in the last meeting.

VIII. New Business

A. **Winter Activities**
    a. Skiing/Ice Skating - Director Knorr commended the staff at Mt. McSauba for their hard work at the hill this season. The weather has posed many challenges for them, but they are doing a super job in keeping the hill open. The ice rink took longer than usual but it is open now.
    b. Candlelight Hikes – Continue to be popular, but a little lower numbers this year so far. Volunteers are needed for the hike this week, on the 10th of February.
B. **Spring Planning** – The Marina, Golf Course and Camp are all pulling together. Knorr told the committee we are in the process of hiring another intern for this summer. Camp McSauba has a new registration policy (see attachments). Registration will open to residents on March 14 and for non-residents on March 20.
C. **Charlevoix Recreation Millage** – Signage at Lake Michigan Beach Trail.
D. **Farmers Market Update** – Anzell is updating the vendor application packets now and will send them out soon. Based on the space available, we will not be increasing our total number of vendors. Beth will be attending the Michigan Farmers Market Association the first week in March.

IX. Miscellaneous Comments - None

VIII. Call for Public Comment - None

IX. Adjournment

With no other business to discuss, Vice Chair Matye called for a motion to adjourn at 7:07 PM. Motion made by Member Kelly and second by Member Bryan. Motion passed by a unanimous voice vote.

City of Charlevoix
Shade Tree & Parks Commission Regular Meeting Minutes
Thursday, February 9, 2023 - 10:00 AM
2nd Floor Conference Room, 210 State Street, Charlevoix, MI

1. **Call to Order and Roll Call**
   Chair Hodgson called the meeting to order at 10am.

   Members present: Bertinelli; Hodgson; Levy; Muladore
   Members absent: none
   Also present: City Manager Mark Heydlauff; DPW Superintendent Pat Elliott; Mayor Lyle Gennett

2. **Approve Minutes of September 8, 2022**

   A. Draft Minutes
   The Commission reviewed the minutes of September 8, 2022. The commission noted a correction to the "benefit" under section D.
   Motion by Muladore, second by Bertinelli to approve the minutes of September 8, 2022 as corrected.
   Motion carried.

3. **Old Business**

   A. Ferry Beach status of current work, plans for future work
   The Commission also discussed the management plan for Ferry Beach Park and the recently completed arborist report for the trees in the park. City staff will forward this plan to the Commission for their review.

   B. Status of trimming along Park Avenue
   The Commission discussed the status of tree trimming in Lake Michigan Beach Park. This work is now complete; the Commission reviewed pictures of the work and is pleased. Additional trimming and removals were completed in Water Tower Park.

4. **New Business**

   A. ROW Tree Plan for Belvedere
   Chair Hodgson opened discussion of adding shade trees along Belvedere Avenue. She had reviewed the street and noted it could be possible to plant 43 trees but also questioned the buy-in that would be needed from property owners. She believed it was important to focus on smaller, slow-growing trees that would provide beauty and aesthetic improvement without unduly obstructing scenic views of Round Lake. Mr. Elliott discussed the options including lindens, Kousa dogwoods, service berry, Katsura, Japanese tree lilac, pagoda, and other species that might be appropriate. The Commission discussed these options.

   B. Thinning required by Airport
   Chair Hodgson discussed thinning trees along the windbreak by the south side of the airport. John Campbell volunteered to mark trees for removal. There is concern about the snow drifting

caused by opening being a new concern. Chair Hodgson will discuss further with Mr. Campbell.

C. 2023 Meeting Schedule

The Commission discussed their meeting schedule for 2023.
Motion by Levy, second by Muladore to meet on the second Thursday of each month at 10am in the Second Floor Conference Room of City Hall.
Motion carried.

5. Public Comment

Chair Hodgson opened the meeting to public comment. Mayor Gennett thanked the Commission for their work.

6. Adjourn

Chair Hodgson adjourned the meeting at 10:55am.
Meeting adjourned.

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments
Date: May 1, 2023

Presented By:

Background:

Recommendation:

Attachments:
None