Sawyer County

Agenda

County Board of Supervisors Meeting
Thursday, February 17, 2022 @ 6:30 PM
Large Courtroom; Sawyer County Courthouse/Virtual Meeting

Page

1. CALL TO ORDER

a. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to **https://zoom.us/j/95015680309**. You can also use the dial in number for listening only at **1-312-626-6799**with the Webinar ID: 950 1568 0309. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. This meeting will be recorded and will be available on our website at: **https://sawyercountygov.org.**

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. MEETING AGENDA

6. PUBLIC COMMENTS

a. At this time, members of the public will be given the opportunity to address the Board on items not on the agenda. Please adhere to the following when addressing the Board:

- Comments will be limited to 3 minutes or less per individual.
- Comments should be directed to the Board as a whole and not directed to individual Board members.
- The Board cannot respond to your comments during this time.
- Please sign in and fill out a public comment sheet if you wish to speak on an item.

7. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

5 - 7 a. 1.20.22 County Board Minutess DRAFT

8. NORTHWOOD TECHNICAL COLLEGE UPDATE - JOHN WILL

8 - 24 a. Sawyer Cty Board presentation - J Will 02-17-22

9. RECOGNITION OF COUNTY ADMINISTRATOR - TOM HOFF

10. COVID UPDATE

25 - 32 a. Sawyer COVID Data_2022.01.28

11. ZONING COMMITTEE CHAIR REPORT

33 - 45 a. Zone District Map Amendment RZN #22-001 (discussion and possible action)
Staff Report for RZN #22-001
Resolution RZN #22-001

12. PUBLIC SAFETY COMMITTEE CHAIR REPORT

13. PUBLIC WORKS COMMITTEE CHAIR REPORT

a. Courthouse Construction Update

b. Awarding of Construction Bids (discussion and possible action)

14. LAND, WATER, AND FOREST RESOURCES COMMITTEE CHAIR REPORT

46 a. 2022 Emergency Fire Warden List (discussion and possible action)
2022 Emergency Fire Warden List

47 - 49 b. Cooper Land Trade Proposal (discussion and possible action)
1) Cooper and Trade Map
2) Cooper Trade Summary
3) Res 2022- Authorizing Land Trade - Cooper

15. HEALTH AND HUMAN SERVICES BOARD CHAIR REPORT

16. FINANCE COMMITTEE CHAIR REPORT

50 - 54 a. ARPA Funds Request - Broadband - Mosaic
1) ARPA Purchase Request form Mosaic
2) Mosaic - Sawyer County February 17 2022
3) Res 2022- Authorizing $400,000 ARPA Funds for Mosaic Broadband Expansion (discussion and possible action)

55 - 58 b. ARPA Funds Request - Broadband - Norvado

2) Winter-Loretta-Draper Contributions 2022 02
3) Winter_Loretta_Draper Map 2022 02
4) Res 2022- Authorizing 2) $100,000 ARPA Funds for Norvado Broadband Expansion (discussion and possible action)

59 - 71 c. ARPA Funds Request - Broadband - Bevcomm

1) ARPA Purchase Request Form Bevcomm
2) Bevcomm Proposed Exeland Grant Project
3) Res 2022- Authorizing $100,000 ARPA Funds for Bevcomm Broadband Expansion

72 - 80 d. Bond Issuance Process - PMA Securities Presentation

1) Sawyer County Pre Sale Presentation 2022-02-10 Finance Committee final
2) Sawyer County WI Debt Service and Levy Model 2022-02-03 V $2.000

17. AMBULANCE BILLING PROVIDER

81 - 111 a. Ambulance Billing Provider (discussion and possible action)

1) Credit Card Merchant Account Application - Lifequest Deposits
2) New Bank Account Authorization - Lifequest Deposits

18. ECONOMIC DEVELOPMENT & UW EXTENSION COMMITTEE CHAIR REPORT

19. COUNTY ADMINISTRATOR'S REPORT

20. ADMINISTRATOR SELECTION UPDATE

a. Closed Session - Pursuant to Wisconsin Statutes 19.85(1)(c) enter closed session to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

b. Open Session

c. Interim County Administrator (discussion and possible action)

21. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS, OTHER MATTERS FOR DISCUSSION ONLY

DISCLAIMER:

Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer

County Clerk's Office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.

Mission Statement: *The Sawyer County Board of Supervisors will strive to provide excellent services and responsible leadership to protect and enhance Sawyer County citizens, businesses, and resources, while preserving our unique heritage.*

Minutes of the January 20th meeting of the Sawyer County Board of Supervisors
Large Courtroom; Sawyer County Courthouse/Virtual

Voting Committee Members Present (X)	District	Wards
☒ Dale Schleeter	01	T Lenroot W-1, T Hayward W-7, C Hayward W-5
☒ Jesse Boettcher	02	T Lenroot W-2, T Round Lake W-1
☒ Tweed Shuman	03	T Hayward W-1 & 2
☒ Stacey Hessel	04	T Hayward W-3 & 4
☒ Jason Weaver	05	T Hayward W-5 & 6
☒ Marc D. Helwig	06	C Hayward W-1 & 2
☒ Thomas W. Duffy	07	C Hayward W-3 & 4
☒ Bruce Paulsen	08	T Bass Lake W-1 & 2
☒ Brian Bisonette-Virtual	09	T Bass Lake W-3 & 4
☒ Chuck Van Etten	10	T Sand Lake, T Edgewater W-1
☒ Dale Olson	11	T Edgewater W-2, T Bass Lake W-5, T Hayward W-8, T Meteor, T Couderay, V Couderay
☒ Dawn Petit-Virtual	12	T Spider Lake, T Round Lake W-2, T Winter W-1
☒ Ron Kinsley	13	T Hunter, T Radisson W-1, T-Ojibwa W-1, V Radisson
☒ Ron Buckholtz	14	T Radisson W-2, T Ojibwa W-2, T Weirgor, V Exeland, T Meadowbrook
☒ Ed Peters – Virtual	15	T Winter W-2, T Draper, V Winter

Call to Order/Pledge of Allegiance– Chair Tweed Shuman called the meeting to order at 6:30 pm. Roll Call taken; quorum was met.

Certification of Compliance with the open meeting law was met.

Mr. Kinsley made a motion to adjust the agenda by moving item 9a, Awards from Highway Department, to new position right after public comments; second by Mr. Buckholtz. Motion carried without negative vote.

Public Comments – Linda Zillmer

Awards from Highway Department – Mr. Gary Gedart presented Years of Service awards to the family of Scott Vaverka and to Jay Sands.

Minutes – A motion was made by Mr. Kinsley; second by Mr. Duffy to approve the minutes of the December 16, 2021, meeting. Motion carried without negative vote.

Covid Update – Written reports were provided. Ms. Lyons provided highlights of the report indicating though the county case rates are slightly higher than last month, we remain in line with state averages. She expects more home tests to become available and anticipates that we may be close to peaking in the Omicron variant. New CDC guidelines are attached to this packet.

Economic Development & UW-Extension – Mr. Duffy presented a letter of support requested by the Town of Hayward to apply for grant funds to finish bicycle routes. A motion was made by Mr. Duffy; second by Mr. Helwig to approve this letter of support. Motion passed 14 – 1; "Nay" vote from Mr. Boettcher. Mr. Duffy advised that the Sawyer County Fair will host a barn dance fund raiser at the fair grounds on June 11th. Mr. Ben Popp provided a Birkie update stating that there are nearly 13,000 skiers registered for the 2022 event, nearly a record number.

Public Works Committee Chair Report – Mr. Kinsley advised that the courthouse remodeling bids are due back by February 14th. A Certified Survey Map of California Avenue for the remodeling project was presented for approval. A motion was made by Mr. Weaver; second by Mr. Helwig to approve this map. Motion carried without negative vote.

Zoning Committee Chair Report – Mr. Kozlowski presented a rezone request #21-011 for Kevin Fischer, Terry & Marilyn Fischer to rezone all Forestry One to Residential/Recreational One. A motion was made by Mr. Boettcher; second by Ms. Hessel to approve this rezone request. Motion passed 14-0 with Mr. Olson abstaining.

Land, Water and Forest Resources – Written documentation attached. Mr. Kozlowski presented the Proposed Decontamination Ordinance for water invasive species. The ordinance would allow for fines to be assessed for individuals not abiding by the decontamination procedures. A motion was made by Mr. Bisonette; second by Mr. Weaver to approve the Resolution to Adopt Sawyer County Decontamination Ordinance. Motion carried without negative vote.

Mr. Paulsen presented an over the counter land sale request #002-109-12-3300 in the Town of Bass Lake. A motion was made by Mr. Buckholtz; second by Mr. Boettcher to approve this request. Motion carried without negative vote. Mr. Paulsen presented a second over the counter land sale request #176-106-04-0800 in the Town of Radisson. A motion was made by Mr. Buckholtz; second by Mr. Kinsley to approve this request. Motion carried without negative vote. Mr. Paulsen presented the 2022 Forestry Annual Plan for approval. A motion was made by Mr. Schleeter; second by Mr. Helwig to approve this Plan. Motion carried without negative vote.

Public Safety Report – No update

Health and Human Services – Mr. Schleeter presented the SCHHS APS Guardianship Policy Draft that was approved at the HHS Board meeting. A motion was made by Mr. Olson; second by Mr. Buckholtz to approve this Policy Draft. Motion carried without negative vote. Mr. Schleeter advised that the Senior Resource Center is in dire need of volunteer Meals on Wheels Drivers and requested members of the public to consider volunteering for this public service.

Finance Committee – Mr. Paulsen presented a Resolution to Increase the 2022 Criminal Justice Budget for the TAD Grant Application that has been approved at the State level. A motion was made by Mr. Kinsley; second by Mr. Duffy to approve this Resolution. Motion carried without negative vote.

Mr. Paulsen advised that Sawyer County Housing Authority has requested that $300,000 of Sawyer County ARPA funds be approved for the building of two housing duplexes on Hwy 27 South. Combined with their funds and a mortgage loan they would assume, this would allow the buildings to break ground in September. A motion was made by Mr. Helwig; second by Mr. Buckholtz to approve this Resolution. Motion carried without negative vote.

Municode Codification – Mr. Hoff advised that due to a change order in one section of the code, he recommends this item moves forward to a future meeting. No action was taken.

Ad Hoc Recruitment Committee – A motion was made at 7:28 pm by Mr. Duffy; second by Mr. Buckholtz to enter closed session pursuant to Wisconsin Statute 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Roll call vote was taken and passed 15 – 0 with "aye" votes from Schleeter, Boettcher, Shuman, Hessel, Weaver, Helwig, Duffy, Paulsen, Bisonette, Van Etten, Olson, Petit, Kinsley, Buckholtz, and Peters.

At 7:53 pm a motion was made by Mr. Boettcher to return to open session; second by Ms. Hessel. Motion carried without negative vote.

Open session at 7:54 pm.

Resolution to Increase 2022 County Administrator Budget – Recruiting Fee – A motion was made by Mr. Helwig; second by Mr. Duffy to approve the Resolution authorizing an increase in the administrator budget not to exceed $20,000 for the purpose of hiring Public Administration Associates, LLC (PAA) for the recruitment process. Motion carried without negative vote.

Correspondence, Reports from Conferences and Meetings, Other Matters for Discussion --

Meeting Date/Time – The next meeting of the County Board of Supervisors will be Thursday, February 17, at 6:30 pm in the Large Courtroom.

Meeting adjourned at 7:58 pm
Minutes recorded by Lynn Fitch, County Clerk

Northwood Technical College

Presented by Dr. John Will, President

Sawyer County

2/17/2022

Founded in 1912

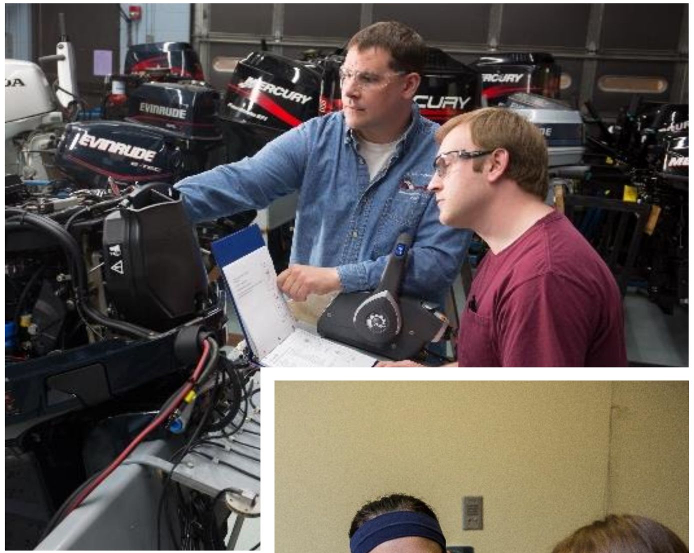
Locations
- Ashland
- New Richmond
- Rice Lake
- Superior

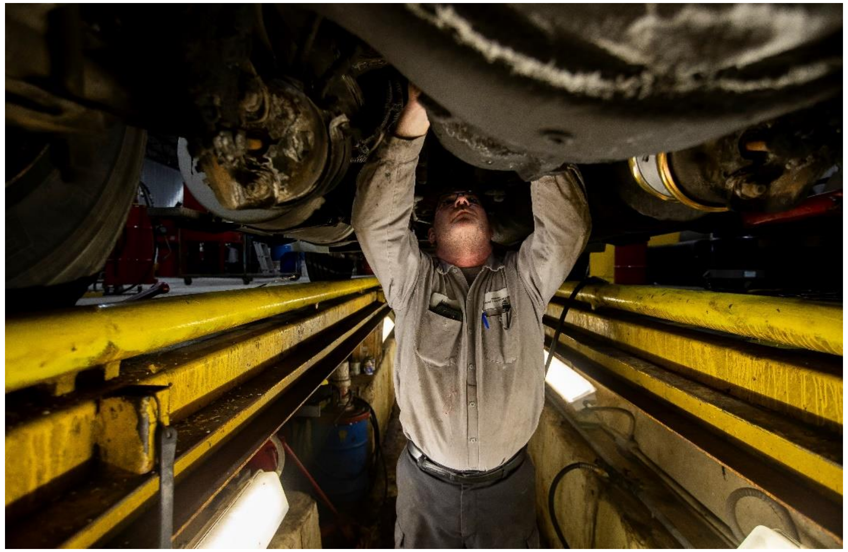
Outreach Centers
- Hayward
- Ladysmith
- Balsam Lake

- **Shell Lake Health Education Center**

Northwood Technical College

www.NorthwoodTech.edu





100+

Associate Degree, Tech Diploma and Certificate Programs

Top-Ranked College

TOP 150
in the Nation
Aspen Institute

'20 - '21
Military Friendly® School
VIQTORY Media

TOP 22
Two-Year Trade School
Forbes

TOP 35
Best Colleges for Adult Learners
Washington Monthly

Northwood
Technical College

www.NorthwoodTech.edu

95%

of Northwood Tech students are **employed** within six months of graduating

Average starting annual salary

$43,258

Salary by Degree Type

$45,331

Associate Degree

$49,244

Two-Year Technical Diploma

$39,955

One-Year Technical Diploma

$44,548

Short-Term Technical Diploma

Information is based on the most recent 2019-2020 Graduate Survey Results.

5 Highest Paying Careers at Northwood Tech

1

Nursing Associate Degree

$63,150
average annual salary within six months

Program Length:

2 Years | 70 credits

Estimated Program

Cost: $11,297

2

Truck Driving

$46,328
average annual salary within six months

Program Length:

> 1 year | 10 credits

Estimated Program

Cost: $2,038

3

Welding

$45,328
average annual salary within six months

Program Length:

1 Year | 34 credits

Estimated Program

Cost: $6,615

4

Accounting

$44,454
average annual salary within six months

Program Length:

2 Years | 60 credits

Estimated Program

Cost: $9,268

5

Heating, Ventilation & A Con/Refrigeration

$44,370
average annual salary within six months

Program Length:

2 Years | 55 credits

Estimated Program

Cost: $9,277

Information is based on the most recent 2019-2020 Graduate Survey Results and Estimated Program Costs for 2021 - 2022.

Graduates reported a **48% Increase** in their **Annual Salary** after Five Years

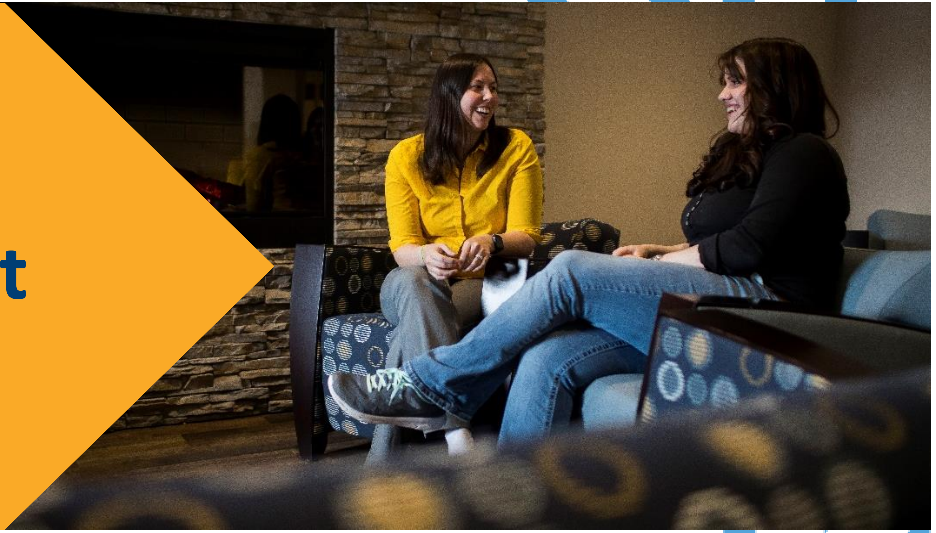
Information is from the Five-Year Longitudinal Follow-Up Survey of 2013-2014 Graduates.

Northwood Technical College

www.NorthwoodTech.edu

50+ Articulation Agreements

For every program to Transfer Credit to a 4-Year College or University



Complete a Program or Course(s) at Northwood Tech, then Transfer

- Transfer your credits from Northwood Tech into a Bachelor’s degree
- All Associate Degree programs are tied to at least one transfer agreement
- As part of the Universal Credit Transfer Agreement, developed by the UW/WTCS systems, Northwood Tech has 11 courses that will transfer to 13 of the UW System Colleges. This agreement will be revised for 22’-23’, allowing for 17 Northwood Tech courses to transfer.
- As part of the WAICU-WTCS Credit Transfer Agreement, Northwood Tech currently has 12 courses that will transfer to up to 16 of the WI Independent Colleges/Universities

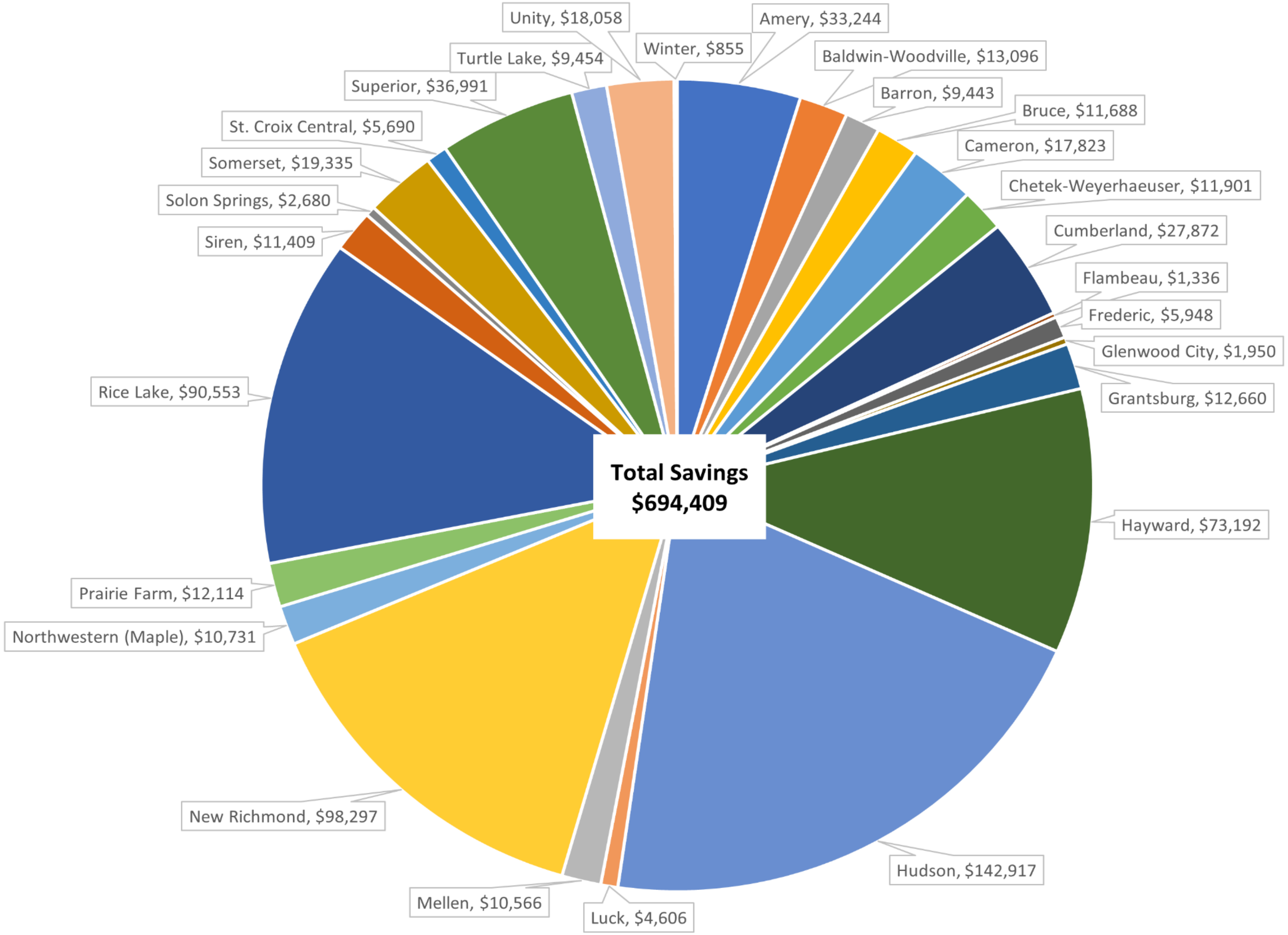
Northwood Technical College

www.NorthwoodTech.edu

Dual Credit in Wisconsin High Schools

Students earned $694,409 worth of FREE college credit!

2020-21 Transcripted Credit Cost Savings by District*



*Value of program and material fees waived for students who completed transcripted credit courses during 2020-21 school year.

Pandemic Status

January 2022

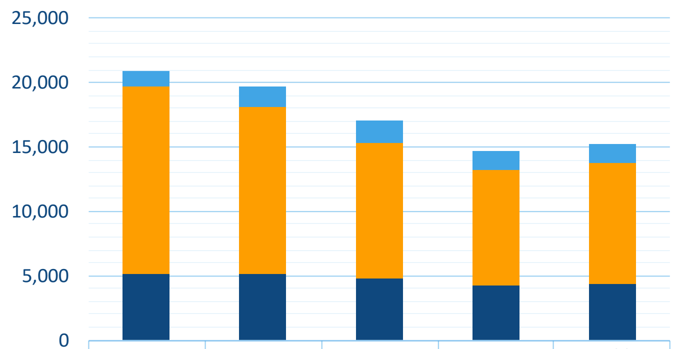
Campus Dashboard, 1/5/2022				
	# of campus exposures over last 2 wks	# of individuals on isolation or quarantine	Total number of campus exposures	Total released from quarantine/isolation
ASH	1	2	9	29
NR	3	8	36	128
RL	0	1	16	102
SUP	0	0	15	74
TOTAL	4	11	76	333

Headcount & FTE

FY22 Year-End Projections, as of 1/11/22

Headcount based on Actual FTE

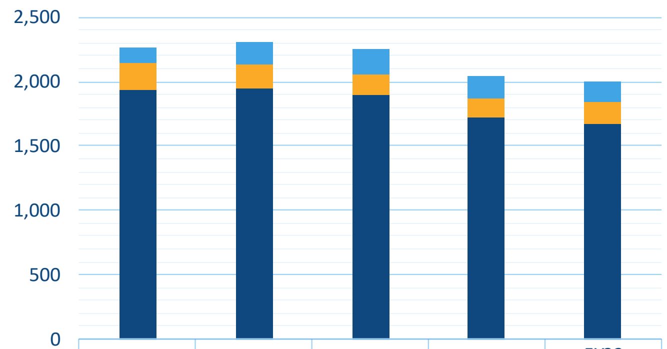
as of year end, fiscal years 2018-2021 (with 2022 projection)



	FY18	FY19	FY20	FY21	FY22 (Projected)
Transcripted Credit	1,142	1,538	1,732	1,481	1,401
Non-Credit	14,458	12,990	10,521	8,907	9,445
Credit	5,222	5,105	4,759	4,248	4,309

Actual FTE

as of year end, fiscal years 2018-2021 (with 2022 projection)



	FY18	FY19	FY20	FY21	FY22 (Projected)
Transcripted Credit	114.33	167.70	194.23	169.20	157.36
Non-Credit	212.49	192.75	160.30	151.30	166.43
Credit	1,938.59	1,942.42	1,891.42	1,722.52	1,670.84

Northwood Technical College

Data Source: Cognos, CSWSR041 Registration Student Detail
Cube Student Category 5yr

www.NorthwoodTech.edu

Northwood Tech
Experience. Success.

NORTHWOOD TECHNICAL COLLEGE
Est. 1912
LEARNING FIRST
AN INNOVATIVE JOURNEY

Health Education Center in Shell Lake

Northwood Technical College

www.NorthwoodTech.edu

Northwood
Technical College

www.NorthwoodTech.edu

Questions?

Northwood Technical College

www.NorthwoodTech.edu

Sawyer County COVID-19 Update

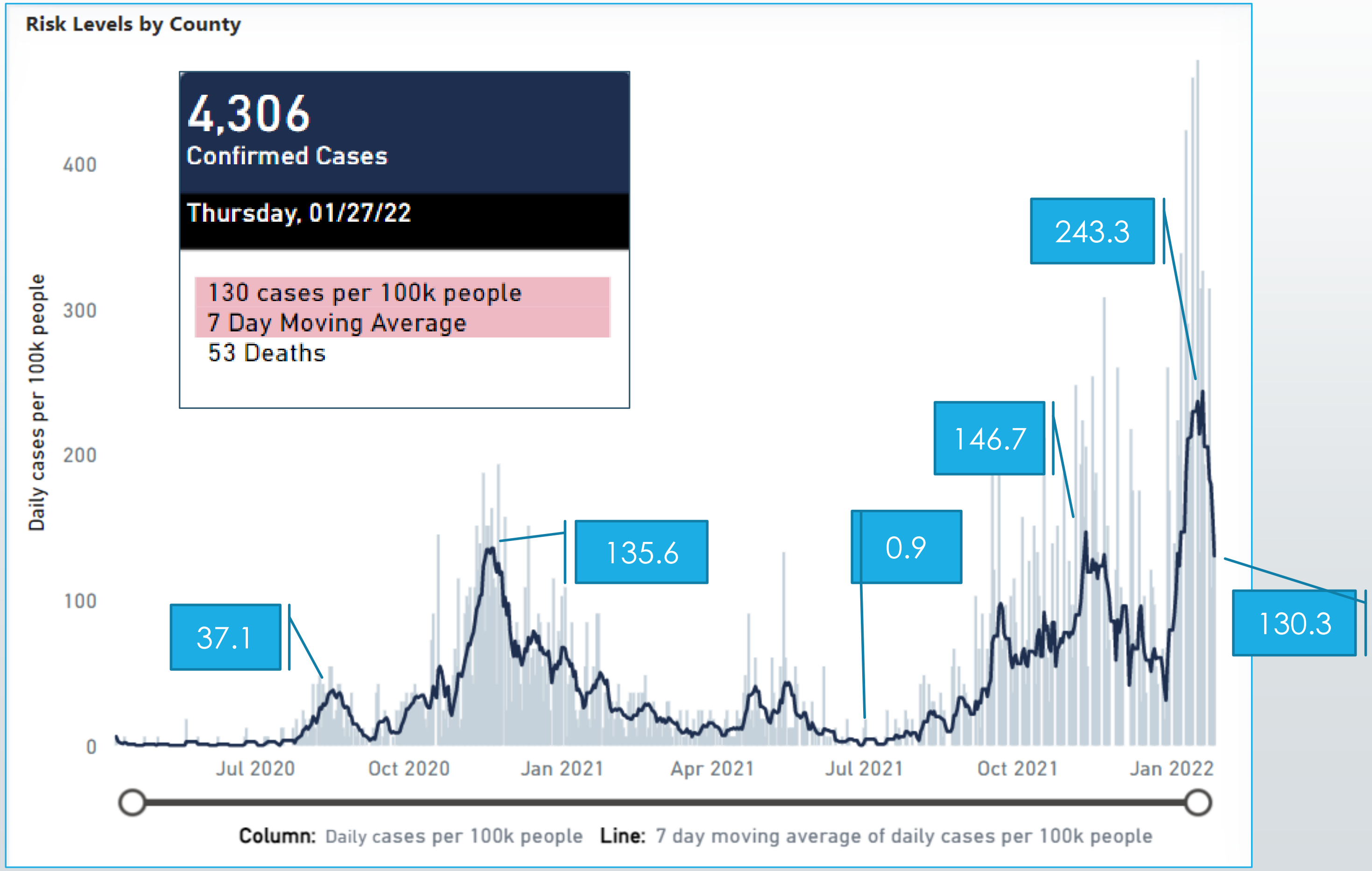
January 28, 2022

Sawyer County Public Health

Sawyer County Risk Level = Red

Data Source: Harvard Global Health
01/27/2022

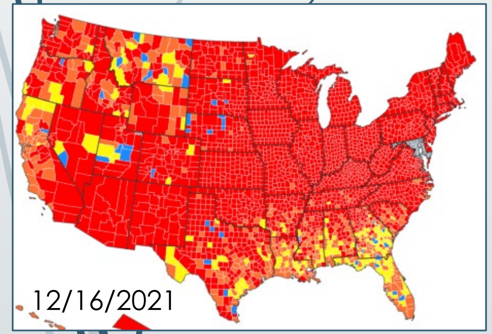
GREEN
≤ 1 case
On Track for Containment
YELLOW
1 - 9 cases
Community Spread
ORANGE
10 - 24 cases
Accelerated Spread
RED
25+ cases
Tipping Point

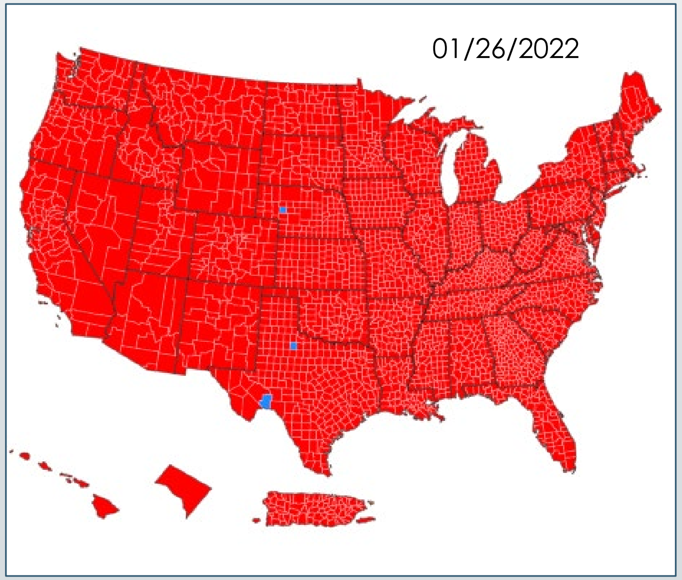


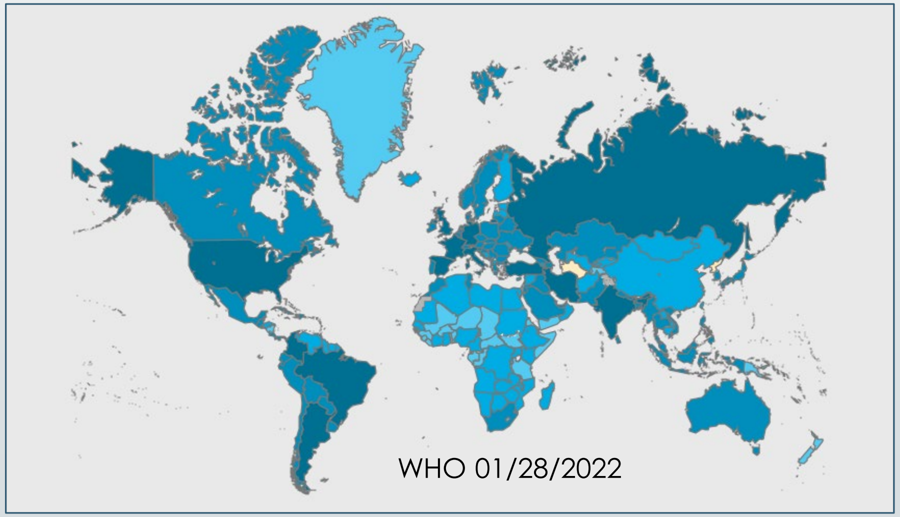
Community Transmission

Data Source: CDC 01/11/2022

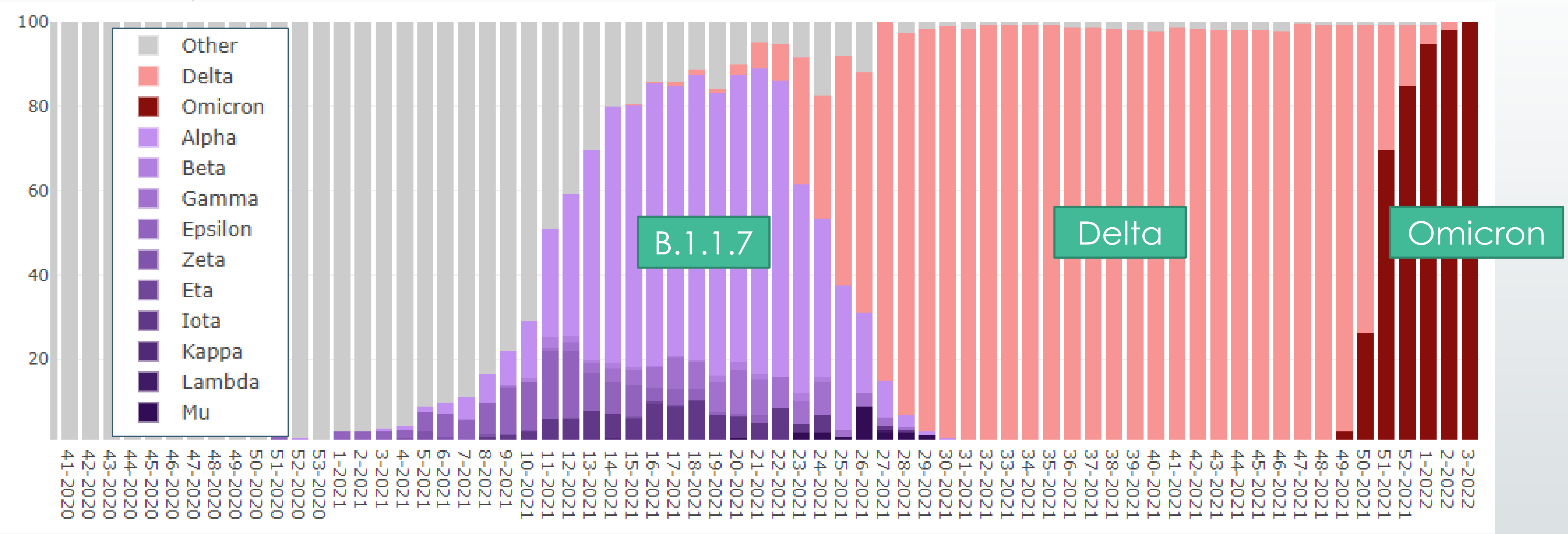
	LOW	MODERATE	SUBSTANTIAL	HIGH	SAWYER COUNTY
Total New Cases (7 day total per 100k)	0 - 9.99	10 – 49.99	50 – 99.99	≥100	**1,093.13**
Positivity Rate (% of positive tests over 7 days)	0 – 4.99%	5 – 7.99%	8 – 9.99%	≥10.%	**38.47%**





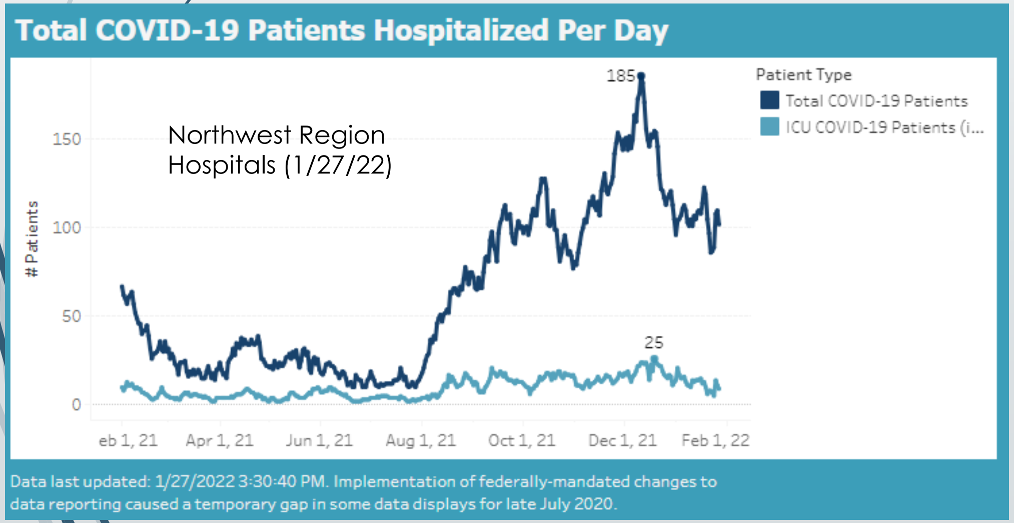


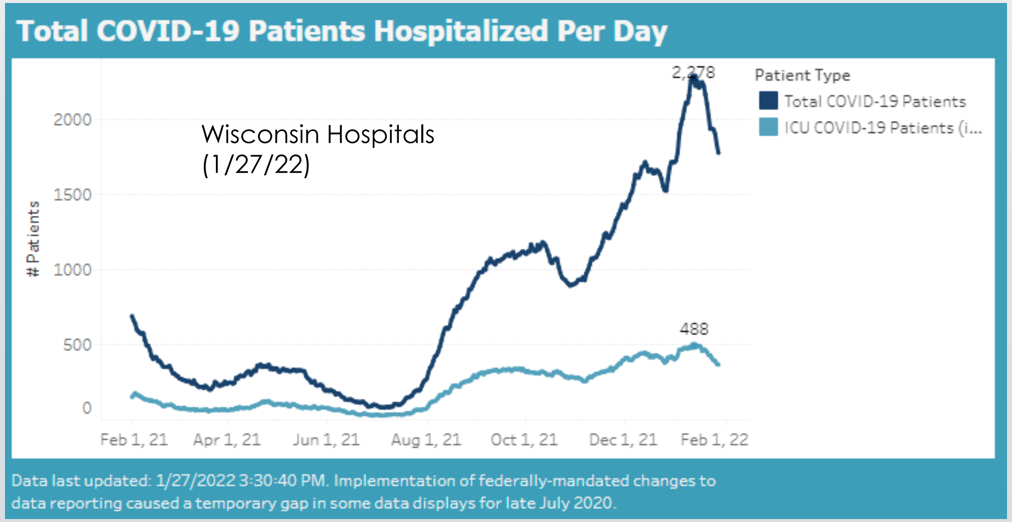
Proportion of Variants in Wisconsin



Healthcare Update

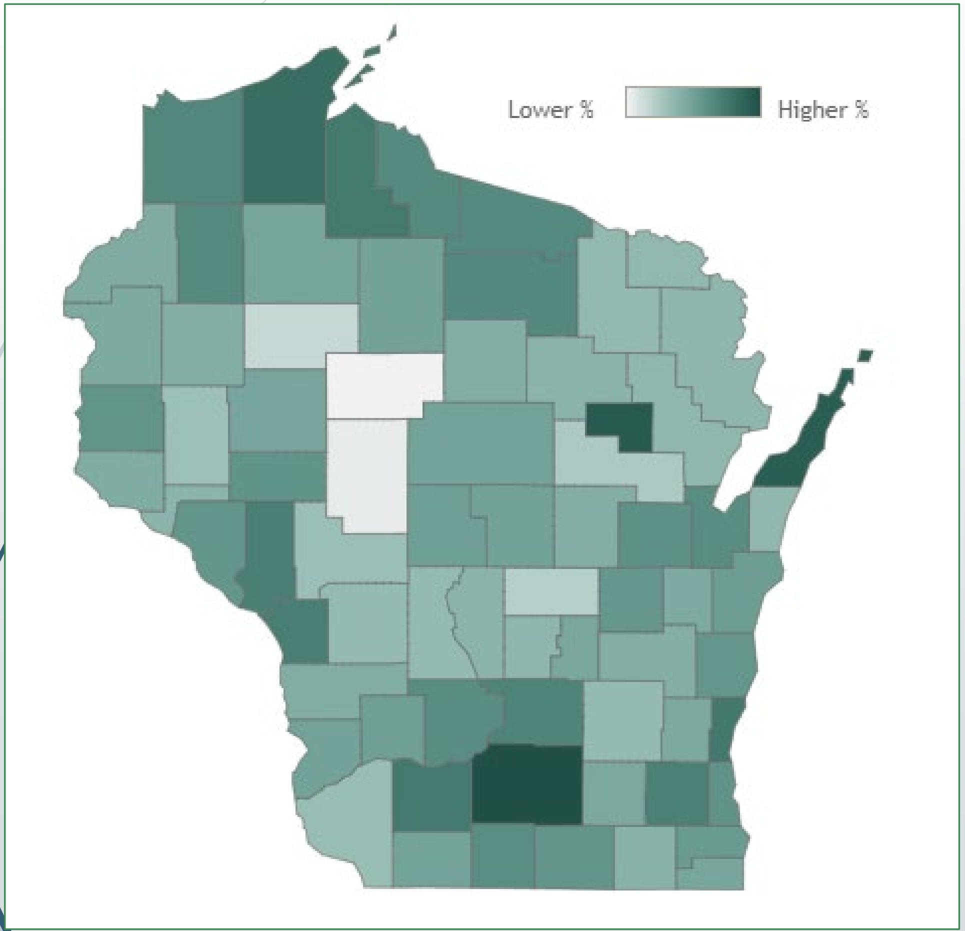
- Seeing a drop in number of patients hospitalized who are positive for COVID-19
- Still keeping patients in hospitals who should be transferred to a long-term care or rehabilitation facility
- Despite the lower rate of COVID-19, hospitals are still at very high capacity rates which can make transferring patients to high levels of care very difficult





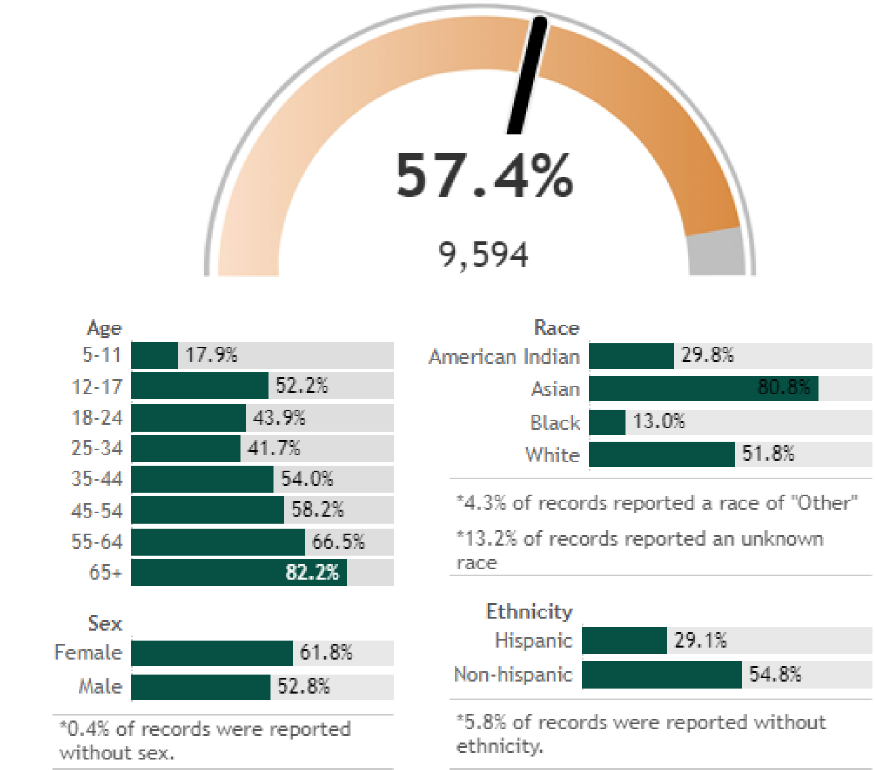
COVID-19 Vaccine Tracker

01/27/2022



Percent of Sawyer County residents who have received at least one dose

The orange represents the population for whom the vaccine is authorized.
The **gray** indicates the population under 5 years of age for whom the vaccines are not authorized.



COVID-19 VACCINE CLINICS

SAWYER COUNTY

WHO

Anyone age 5 and older

WHEN & WHERE

Wednesday

Call for an appointment 715-638-5100

LCO Community Health Center

13380 W Trepania Rd, Hayward

Thursday

Sign up on-line https://vaccinate.wi.gov/en-US

Or call 844-684-1064 (toll free)

Sawyer County Health Department

10610 Main Street, Suite 224, Hayward

- Click on "Register Now to Schedule a COVID-19 vaccination appointment"
- Enter your information—NO Insurance information is needed
- Search for zip code 54843

Vaccinations are available at no charge!

Primary doses and booster doses are available for Pfizer, Moderna and J&J

Bring your previous vaccine information to your appointment!

Boosters recommended for ages 12 and older

Sawyer County Community Testing

Monday – Friday 715-634-4806

Month	# of Patients Tested	Average per Day
October (Opened 10/14)	126	10
November	561	30
December	394	20
January (through 1/27)	543	30

The last week of January we saw a decline in testing appointments.

Rezone Request
STAFF REPORT FOR COUNTY BOARD

Prepared By: Jay Kozlowski, Sawyer County Zoning & Conservation Administrator

File: # RZN 22-001

Applicant:
Adam & Amber Smith
3891N County Hwy F
Stone Lake, WI 54876

Property Location & Legal Description:

Part of Government Lot 1 and Part of NW ¼ of the NW ¼ and Part of the SW ¼ of the NW ¼ and Part of the SE ¼ of the NW ¼, Lot 1 CSM 7/251 #1461; S27, T39N, R09W; 18.39 total acres; Zoned Residential/Recreational One (RR-1).

Request: Purpose of the request is to rezone approximately 5.40 acres of the total 18.39 acres to Commercial (C-1). As per applicant's statement, "This would be for a commercial storage building.

Summary of Request & Project History:

The applicant(s) are requesting to rezone 5.40 acres of RR-1 to C-1 (see attached map of parcel). The proposed rezone would result in conforming lot dimensional requirements. The purpose of this request would then be to have a permitted use within the commercial-one zone district. The use as specified by the applicant is for commercial storage building(s).

Additional Information/details:

See attached additional maps included in this packet. The nearest C-1 zoned property in relation to this property is approximately 6000' away to the North along the County Hwy E/F & Hwy 70 intersection. The future land use map for the Town of Sand Lake shows this area as "shoreland" which is just indicating of a 1000' buffering around waterbodies. Which as part of the Town's Comprehensive Plan still references the old Lake Classification system. The Town of Sand Lake has approved the requested rezone request as it would not create a traffic or highway. There are a few other residential structures within the immediate area specifically north of the subject property.

This may be viewed as spot zoning, but spot zoning is not necessarily illegal because such zoning is not necessarily inconsistent with the purposes for which zoning ordinances can be passed. However, rezoning should be consistent with long-range planning and based upon considerations which affect the whole community. Therefore, spot zoning should only be indulged where it is in the public interest and not solely for the benefit of the property owner requesting the rezoning.

Zoning Committee Public Hearing Information:

There were 7 opinion letters sent to property owners within 300'. 1 returned with objections, 1 with no objections and read into record.

The Town of Sand Lake approved the rezone request on January 10th at The Town Board Meeting in that it would not cause any traffic issues.

At the Sawyer County Zoning public hearing meeting on January 21, 2022 it was recommended for approval to County Board by a vote of 3-1 with the findings of facts determined as:

1 It would not be damaging to the rights of others or property values
2 It would not be detrimental to ecology, wild life, wetlands or shorelands.
3 It would not create an air quality, water supply, or pollution problem.

SAWYER COUNTY

Rezone Application # 22-001

Town of Sand Lake

Sawyer County

Return Original

To: Sawyer County Zoning and Conservation
10610 Main Street, Suite 49
Hayward, WI 54843

Phone: 715-634-8288
E-mail: Kathy.marks@sawyercountygov.org

Owner: Adam and Amber Smith

Address: 3891 N County Road F Stone Lake, WI 54876

Phone: 608-797-7941 Email: aksmith7@yahoo.com

Legacy PIN # 026939275103 Acreage:

Change from District RR-1 to C-1

Property Description: PRT GOVT LOT 1 & PRT NWNW & PRT SWNW & PRT SENW LOT 1 CSM 7/251 #1461

Purpose of Request: rezone appoximately 5.40 acers of property to commercial one for commercial storage building.

Amber Smith

***Please Print & Sign (Property Owner)**

The above hereby make application for a rezone. The above certify that the listed information and intentions are true and correct. The above person(s) hereby give permission for access to the property for onsite inspection by Municipal Officials.

Name, Address, Phone & Email of Agent:

Phone Email:

Office Information: **Fee: $400.00** **Date of Public Hearing** 1-21-22

Rev. 1/2021

RECEIVED
NOV 15 2021
SAWYER COUNTY
ZONING ADMINISTRATION

Real Estate Sawyer County Property Listing

Today's Date: 11/15/2021

Property Status: Current

Created On: 2/6/2007 7:55:49 AM

Description

Updated: 8/1/2014

Tax ID:	29043
PIN:	57-026-2-39-09-27-5 05-001-000030
Legacy PIN:	026939275103
Map ID:	:1.3
Municipality:	(026) TOWN OF SAND LAKE
STR:	S27 T39N R09W
Description:	PRT GOVT LOT 1 & PRT NWNW & PRT SWNW & PRT SENW LOT 1 CSM 7/251 #1461
Recorded Acres:	18.390
Calculated Acres:	4.938
Lottery Claims:	0
First Dollar:	No
Zoning:	(RR1) Residential/Recreational One
ESN:	423

Tax Districts

Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
026	Town of Sand Lake
572478	Hayward Community School District
001700	Technical College

Recorded Documents

Updated: 6/14/2021

QUIT CLAIM DEED
Date Recorded: 6/11/2021 — 432555

WARRANTY DEED
Date Recorded: 11/18/2015 — 398708

TRUSTEES DEED
Date Recorded: 7/7/2014 — 391130

QUIT CLAIM DEED
Date Recorded: 7/18/2011 — 373495

CERTIFIED SURVEY MAP
Date Recorded: 6/10/1980 — 174235

Ownership

Updated: 6/14/2021

ADAM L & AMBER K SMITH — STONE LAKE WI

Billing Address:	**Mailing Address:**
ADAM L & AMBER K SMITH 3891N COUNTY HWY F STONE LAKE WI 54876	**ADAM L & AMBER K SMITH** 3891N COUNTY HWY F STONE LAKE WI 54876

Site Address

* indicates Private Road

N/A

Property Assessment

Updated: 4/17/2007

2021 Assessment Detail

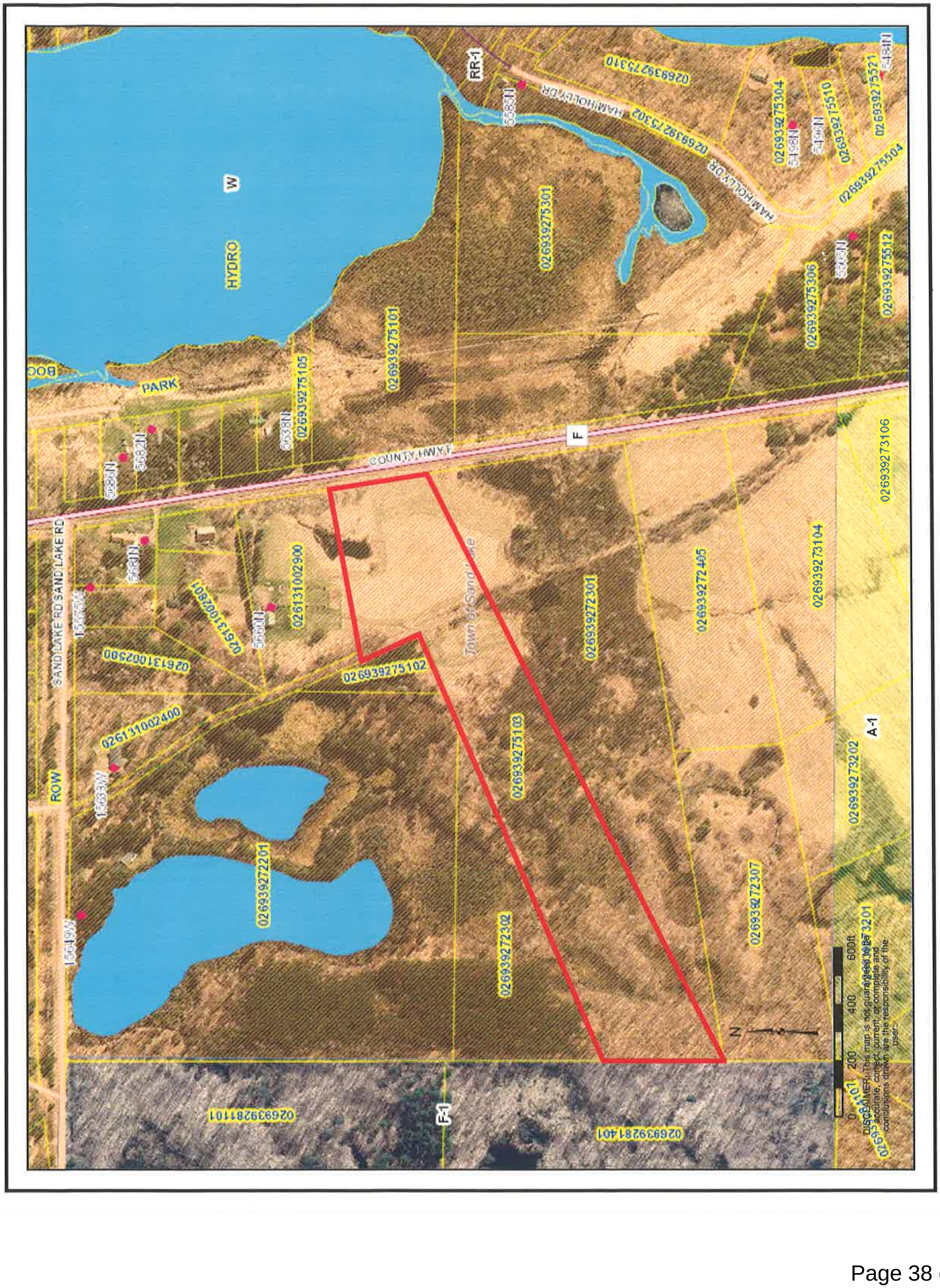
Code	Acres	Land	Imp.
G6-PRODUCTIVE FOREST	18.390	27,600	0

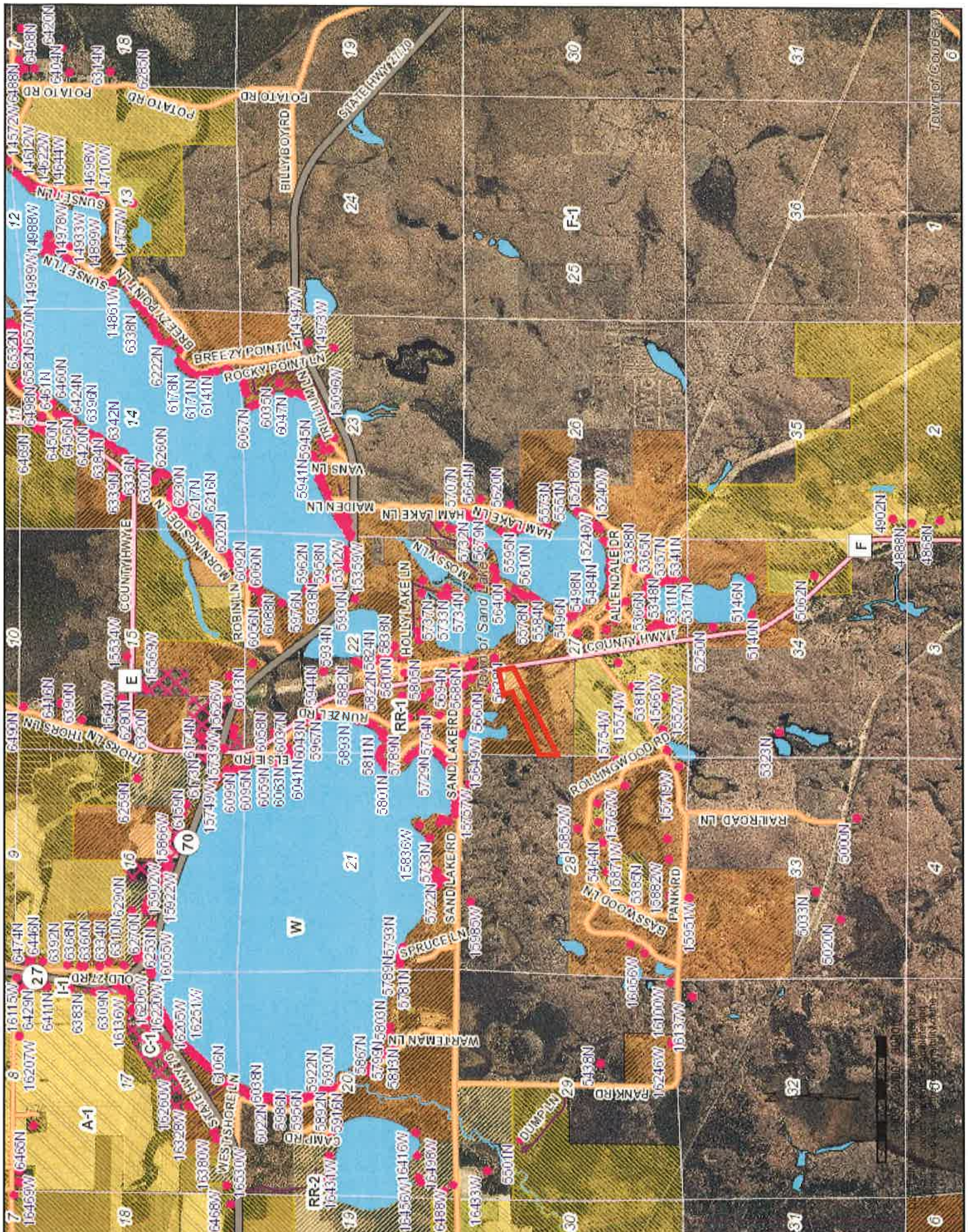
2-Year Comparison	2020	2021	Change
Land:	27,600	27,600	0.0%
Improved:	0	0	0.0%
Total:	27,600	27,600	0.0%

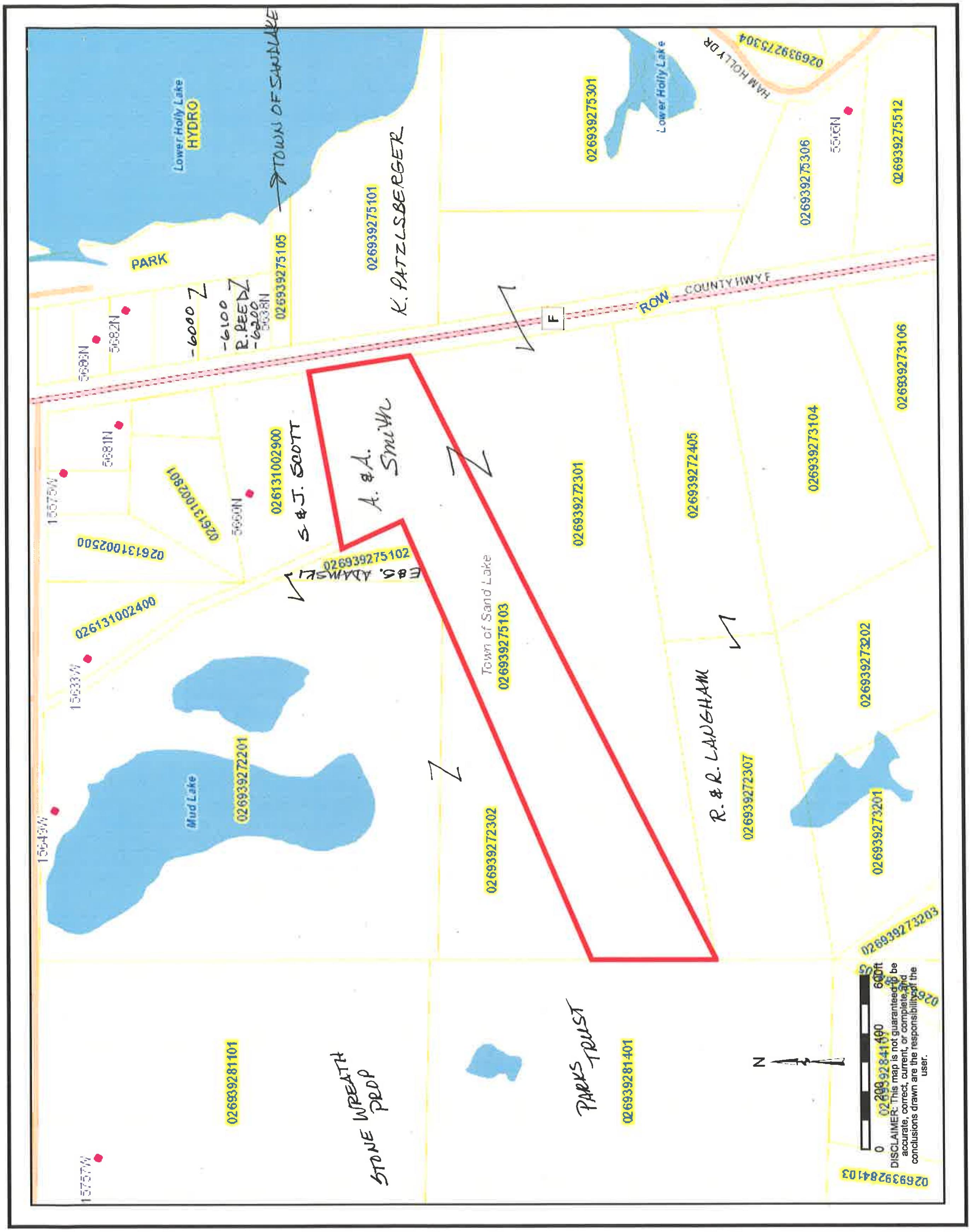
Property History

N/A


HYDRO
PARK
COUNTY HWY F
F
SAND LAKE RD
ROW
HAMHOLLY DR
026939275101
026939275105
026939275301
026939275102
026939275103
026939272301
026939272405
026939272201
026939272302
026144005700
026144005800
026144005900
026144006000
026144006100
026144006200
026131002700
026131002800
026131002600
026131002801
026131002900
026131002500
026131002400
5638N
5662N
5666N
5660N
5681N
15575W
15633W
15649W


HYDRO
W
PARK
COUNTY HWY F
F
SAND LAKE RD
ROW
RR-1
A-1
F-1
Town of Sand Lake
026939275101
026939275105
026939275301
026939272301
026939275103
026939272302
026939272201
026939275102
026131002900
026131002400
026131002500
026939272405
026939273104
026939273106
026939273202
026939272307
026939275306
026939275512
026939275304
026939275510
026939275504
026939275521
026939275302
026939275310
026939281101
026939281401
0 200 400 600ft

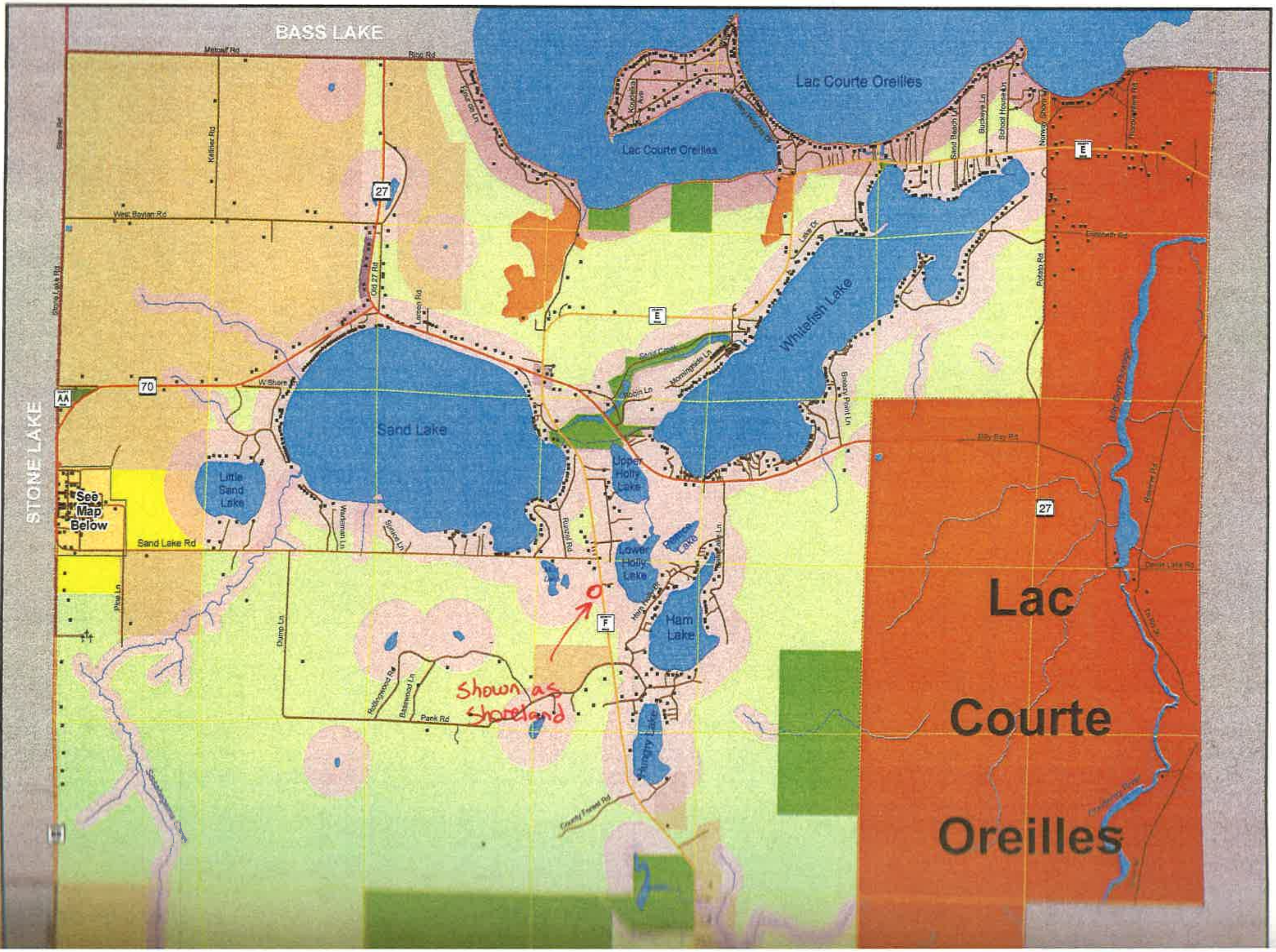

POTATO RD
BILLYBOY RD
STATE HWY 27/70
BREEZY POINT LN
ROCKY POINT LN
MAIDEN LN
HAM LAKE LN
COUNTY HWY E
COUNTY HWY F
HOLLY LAKE LN
ROBIN LN
ELSIE RD
SAND LAKE RD
SPRUCE LN
ROLLINGWOOD RD
RAILROAD LN
ALLENDALE DR
WARTEMAN LN
WEST SHORE LN
CAMP RD
DUMP LN
F-1
A-1
RR-1
RR-2
C-1
I-1
W



Lower Holly Lake
HYDRO
PARK
TOWN OF SAND LAKE
026939275105
026939275101
K. PATZLSBERGER
-6000
-6100
R. REED
-6200
026939275301
Lower Holly Lake
HAM HOLLY DR
026939275304
026939275306
026939275512
ROW
COUNTY HWY F
F
026939273106
026939273104
026939272405
026939272301
A. & A. Smith
026131002900
S & J. SCOTT
026131002801
026131002500
026939275102
026131002400
Town of Sand Lake
026939275103
026939273202
R. & R. LANGHAM
026939272307
026939273201
026939272201
Mud Lake
026939272302
026939273203
026939281101
STONE WREATH PROP
PARKS TRUST
026939281401
026939284103
N
0
200
400
600ft
DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete, and conclusions drawn are the responsibility of the user.

Sand Lake, Future Land Use

Map 8.4



How the Map was Developed

Early in the planning process, surveys were distributed to all landowners in the town; the results of these surveys assisted the town planning committee in defining community issues and opportunities. A series of goals and objectives were developed which embraced the community vision as expressed by the citizens in their responses to the survey. These tools were utilized in conjunction with an analysis of existing environmental, infrastructure, and transportation conditions to determine the most appropriate locations for future growth and development.

Finally, growth forecasts based on the projections found in the *Issues and Opportunities* and *Housing Elements* provided the means to assess future needs related to land use. The combination of public involvement, assessment of conditions, and expected future needs led to the development of a future land use map and supporting narrative.

Future Land Use Categories

The Town of Sand Lake Future Land Use Map delineates broad categories of future land use. These categories are, in some cases, consistent with the existing land use classification and simply represent a continuation of the existing situation. In other cases, the future category may be different from existing use and/or zoning classification, representing a recommended or anticipated shift in use. When and whether these areas should be rezoned to be consistent with the provisions of the Town of Sand Lake Comprehensive Plan is at the discretion of the both the Town of Sand Lake and the Sawyer County Zoning Committee based on a mutually agreed upon decisions.

Agriculture

Agricultural areas represent varying forms of activity. Areas defined on the map are generally those areas where future agricultural practices are expected to continue during the planning period. Minimum density thresholds within this category are one home per five acres.

Commercial

The unincorporated area of Stone Lake is the primary commercial center and provides a wide range of services. Although other commercial land use developments are located throughout the town, many of these are an allowable use within another zoning category or have been granted conditional use status. Where sewer service is available a minimum lot area of 10,000 square feet is recommended and in areas of no sewer service a minimum lot area of 20,000 square feet is recommended.

Commercial/Industrial

A section of the highway corridor along 27 and 70 has been identified for both commercial and industrial use. Future land use in a commercial nature where sewer service is available a minimum lot area of 10,000 square feet is recommended and in areas of no sewer service a minimum lot area of 20,000 square feet is recommended. Future land use of an industrial nature where sewer services is available or not available a minimum density lot area of one acre is recommended.

SAWYER COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. __________

Case #22-001 Owner Name Adam & Amber Smith

RESOLUTION TO AMEND SAWYER COUNTY OFFICIAL ZONING MAP

WHEREAS, Wisconsin law permits Sawyer County (the "County") to adopt certain zoning ordinances and amend its existing zoning ordinances, including amendments to the County's official zoning map;

WHEREAS, the owner of real property located at Part of Government Lot 1 and Part of NW ¼ of the NW ¼ and Part of the SW ¼ of the NW ¼ and Part of the SE ¼ of the NW ¼, Lot 1 CSM 7/251 #1461; S27, T39N, R09W; 18.39 total acres; Zoned Residential/Recreational One (RR-1). (the "Property"), and as more fully described as set forth in Exhibit A, which is attached hereto and incorporated herein, requested a rezoning of the Property's zoning designation from RR-1_Residential/Recreation One to C-1 Commercial One (the "Zoning Designation Amendment");

WHEREAS, the Sawyer County Zoning Committee (the "Zoning Committee"), at its meeting on January 21, 2022, reviewed the proposed Zoning Designation Amendment for the Property;

WHEREAS, the Zoning Committee voted to recommend approval/denial of the proposed Zoning Designation Amendment to the Sawyer County Board of Supervisors ("County Board"); as determined by findings of Fact included as Exhibit B.

WHEREAS, the County Board determined, at its meeting on February 15, 2022, that adopting the proposed Zoning Designation Amendment for the Property is warranted to protect the health, welfare and safety of its citizens.

NOW, THEREFORE BE IT RESOLVED, by the Sawyer County Board of Supervisors approves the following:

1. Amendment to Official Zoning Map. The Property's zoning designation shall be amended to C-1 Commercial One.

2. Additional Actions. The Sawyer County Department of Zoning and Conservation Administrator (or his/her designee) shall take all necessary steps to ensure that the amendment adopted herein is completed.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on February 17, 2022 by this Sawyer County Zoning Committee on this January 21, 2022.

Ron Buckholtz

Ron Buckholtz, Chairman

Bruce Paulsen, Vice-Chairman

Dawn Petit, Member

Jesse Boettcher, Member

Tweed Shuman, Member

Stacey Hessel

Stacey Hessel, Alternate Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 17th day of February, 2022.

Tweed Shuman,
Sawyer County Board of Supervisors Chairman

Lynn Fitch,
County Clerk

EXHIBIT A

Property Description

Case #RZN 22-001 Owner: Adam & Amber Smith

Part of Government Lot 1 and Part of NW ¼ of the NW ¼ and Part of the SW ¼ of the NW ¼ and Part of the SE ¼ of the NW ¼, Lot 1 CSM 7/251 #1461; S27, T39N, R09W; 18.39 total acres; Zoned Residential/Recreational One (RR-1).

State of Wisconsin
Department of Natural Resources

EMERGENCY FIRE WARDEN ORGANIZATION LIST
Form 4300-10 *Rev 1-2022*

To the Honorable:

County Board of Sawyer County, Wisconsin.

Ladies & Gentlemen:

In accord with section 26.12(3) and section 26.14(3) of the Wisconsin Statutes we recommend the following persons to act as authorized emergency fire wardens for the prevention and suppression of forest fires in this county for the year 2022 and ask your approval of this organization list.

EMERGENCY FIRE WARDENS

MILLER, Jim 13394W Trepania Rd., Hayward, WI 54843 — for town of Bass Lake
LCO Fire Dept.

BEARHART, Henry, 9790N CTH K Hayward, WI, 54843 — for town of Hayward
LCO Conservation

DINEEN, Dan, 10592W Omaha Rd., Radisson, WI 54867 — for town of Radisson
DJ Mart

BYRNE, Carey 6317 W State Rd 27, Stone Lake, WI 54876 — for town of Sand Lake
DJ Mart

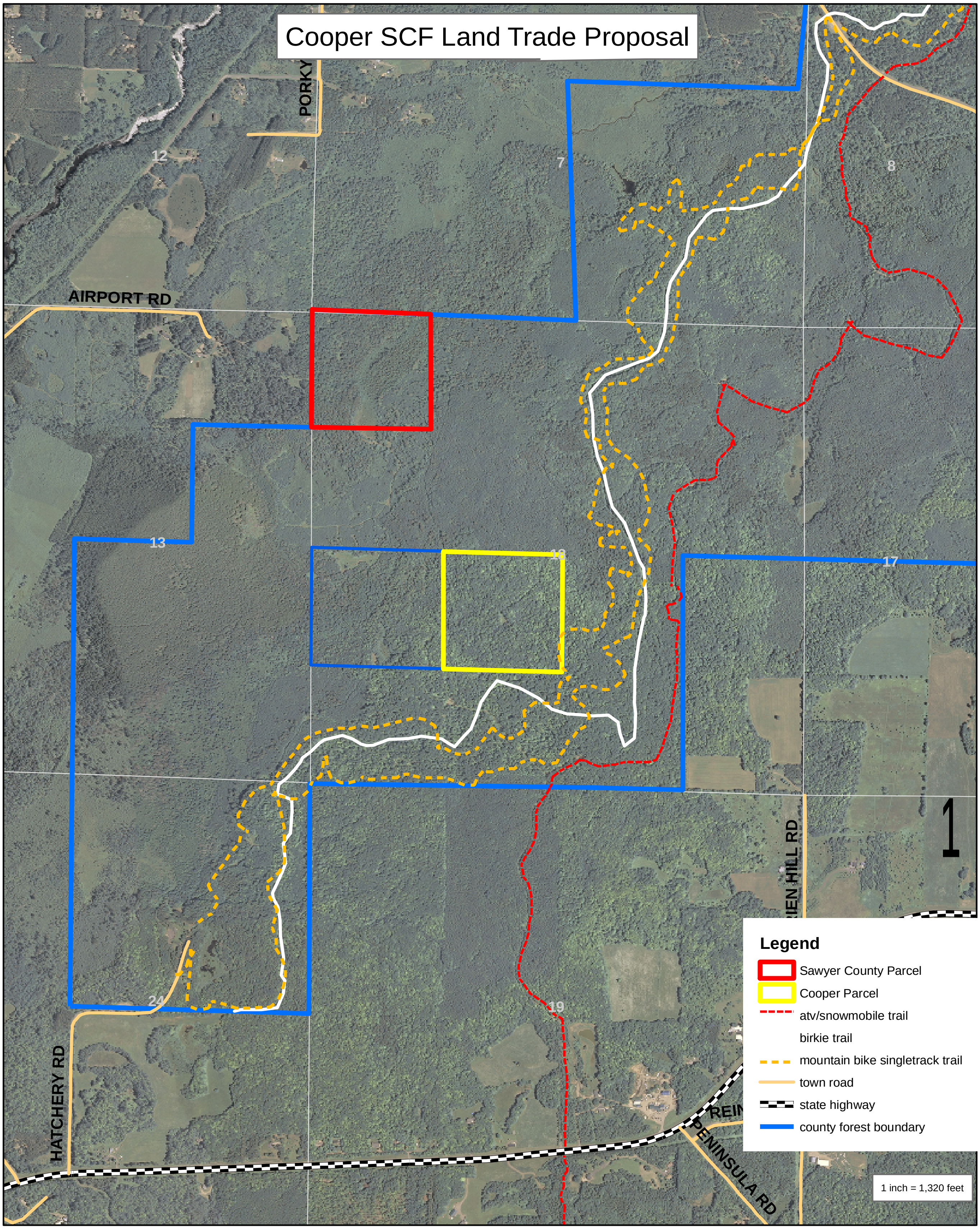
BROWN, Renee, Hayward, WI 54843 — for town of Hunter
(USFS) Forest Service Ranger Station
604 Nyman Ave. Hayward, WI 54843

MATTMILLER Michael, Hayward, WI 54843 — for town of Hunter
(USFS) Forest Service Ranger Station
604 Nyman Ave. Hayward, W

Park Falls, Wisconsin Department of Natural Resources

_______________ *(Date)* By: _______________ *Area Forester/Ranger*

_______________ *(Date)* By: _______________ *County Board Chairperson*


Cooper SCF Land Trade Proposal
PORKY
12
7
8
AIRPORT RD
13
18
17
24
19
HATCHERY RD
PENINSULA RD
Legend
Sawyer County Parcel
Cooper Parcel
atv/snowmobile trail
birkie trail
mountain bike singletrack trail
town road
state highway
county forest boundary
1 inch = 1,320 feet

Sawyer County Forestry Department

Sawyer County Courthouse
10610 Main Street, Suite 100
Hayward, WI 54843
Phone: (715) 634-4846
Fax: (715) 638-3234

Cooper Land Trade Proposal

Proposal is for trade of 43.76-acre Sawyer County Forest parcel for 40-acre parcel owned by Richard and Denise Cooper.

Location: Cooper parcel, PIN: 57-010-2-41-08-18-3 01-000-000010 NESW Section 18 T41N – R8W. Town of Hayward, 40 acres.

SCF parcel, PIN: 57-010-2-41-08-18-2 02-000-000010, FRAC NWNW Section 18 T41N – R8W. Town of Hayward, 43.76 acres.

Parcels are located north of Hatchery Creek Park. (see map)

Assessed land value is $1,500/acre for both parcels.

Timber Value Appraisal

<u>Cooper Parcel</u>
40 acres northern hardwoods
Timber Value = $300/acre
Total = $12,000

<u>SCF Parcel</u>
22.76 acres young aspen
10 acres young aspen/white pine
7 acres cedar swamp
4 acres lowland brush
Timber Value = $260/acre
Total = $11,378

Resolution#__________

WITHDRAWAL AND ENTRY OF COUNTY FOREST LANDS FOR LAND EXCHANGE

Whereas, Sawyer County has determined to consolidate and block County Forest lands providing additional public benefits by providing additional recreation opportunities by exchanging the following described parcel of real estate: *The FRAC Northwest of the Northwest of Section 18 Township 41 North, Range 8 West*; for the following described parcel of real estate: N*ortheast of Southwest of Section 18, Township 41 North, Range 8 West.*

NOW, THEREFORE, BE IT RESOLVED that the following described parcel of real estate is withdrawn from the Sawyer County Forest: T*he FRAC Northwest of the Northwest of Section 18 Township 41 North, Range 8 West*.

BE IT FURTHER RESOLVED that the following described parcel of real estate is entered as Sawyer County Forest Lands: *FRAC Northeast of Southwest of Section 18, Township 41 North, Range 8 West.*

The content of this Resolution was discussed and recommended for adoption by the Sawyer County Board of Supervisors at its meeting on February 17, 2022, by this Sawyer County Land, Water & Forestry Resources Committee on the 9th day of February, 2022.

______________________________ ______________________________
Bruce Paulsen, Chairperson Ron Buckholtz, Vice Chairperson

______________________________ ______________________________
Brian Bisonette, Member Jesse Boettcher, Member

____
Marc Helwig, Member

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 17th day of February, 2022.

______________________________ ______________________________
Tweed Shuman, Lynn Fitch,
Sawyer County Board of Supervisors Chairman Sawyer County Clerk

Sawyer County

ARPA Purchase Request Form

Please use this form to request ARPA funds for a project or good/service.

Prepared By:

Total Cost: $400,000.00

Department: ________________

Estimated Period of Performance: ________________

Date: ________________

Department Head Signature: ________________

1. Describe how this project or good/service addresses a negative impact due to the Covid pandemic and provide the reasoning/research behind your determination. If needed, please include the page number on the U.S. Treasury Interim Final Rule that states this is an eligible expense.

Mosaic Technologies is requesting matching funds in the amount of $400,000 to support an application to the State of Wisconsin broadband expansion grant. The estimated total cost of the proposed project is $6,411,000. The project will serve 1,471 roof tops (Sand Lake and Bass Lake Townships) with fiber optic cable to the premises.

There will be no cost to Sawyer County if the Wisconsin State grant is not awarded for this project.

This project will improve internet access in an area that is currently underserved and will enhance educational, business, emergency and medical communications within the area of coverage proposed by the applicant.

2. If this purchase is for a project to address a negative impact due to the Covid pandemic, please include staff that may be administering and managing the project as well as a breakdown of expenses. If needed, please attach a supplemental excel/word file.

Comments:

Section To Be Completed by Administration

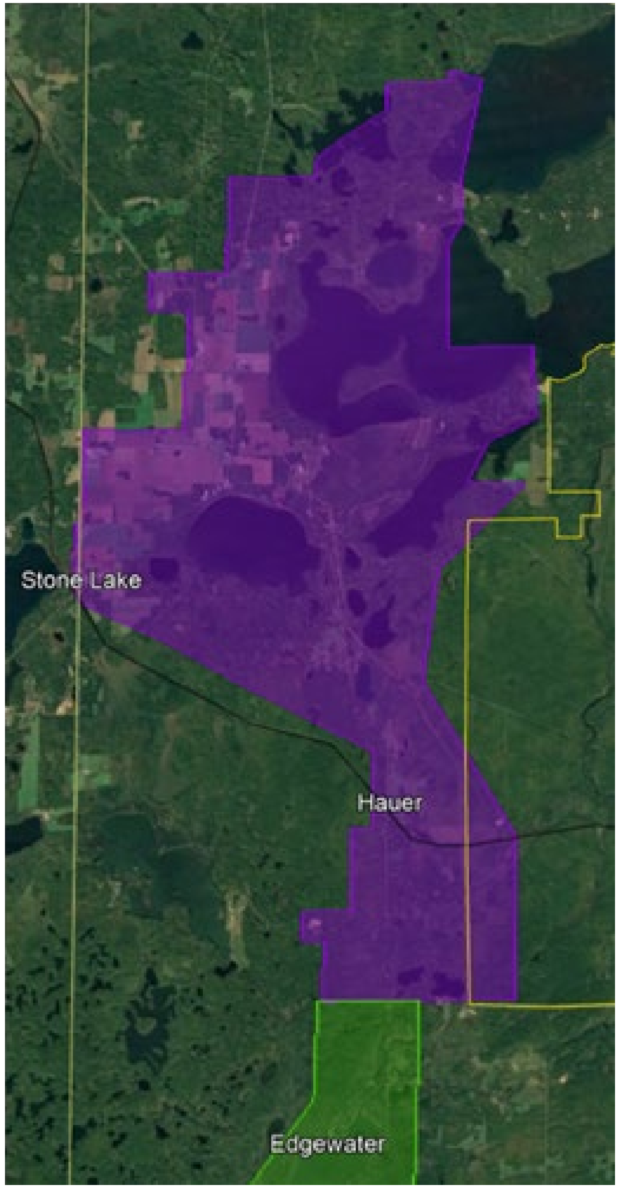
Approved By: ________________ Date: ________________

County Administrator

Approved By: ________________ Date: ________________

Accounting

Sawyer County Board of Supervisors Meeting
February 17, 2022



Sawyer County

Town of Sand Lake
Fiber Expansion Proposal

- Approximately 36.5 square miles (purple)
- Approximately 1,471 locations passed
- Approximate cost - $6.4 million
- Mosaic contribution - $400,000
- Sawyer County ARPA fund request - $400,000
- Application due - March 17, 2022

Resolution ______________

SAWYER COUNTY BOARD OF SUPERVISORS RESOLUTION TO APPROVE BROADBAND EXPANSION PROPOSAL FROM MOSAIC

WHEREAS, Sawyer County (the "County") continues to strive in expansion of broadband technology available to its residents and visitors;

WHEREAS, Mosaic Technologies ("Mosaic") is a provider of broadband services to the area in and around the County;

WHEREAS, Mosaic presented a proposal for expansion of broadband services in the Sand Lake and Bass Lake Township areas (the "Mosaic Proposal") at the County Finance Committee on February 10, 2022. A summary of the Mosaic Proposal is attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Mosaic Proposal sets forth a County contribution of $400,000.00 in American Rescue Plan Act ("ARPA") funds, and such contribution assumes additional funds will be provided.

WHEREAS, the Finance Committee voted to recommend that the County Board approve the Mosaic Proposal;

WHEREAS, pursuant to Wis. Stat. § 65.90(5)(a) and Rule 7(12) of the County Board of Supervisors ("County Board") Policy and Procedure Manual, the County Board must approve the County contribution of $400,000.00 set forth in the Mosaic Proposal by a two-third (2/3) vote of the County Board membership;

WHEREAS, the County Board reviewed and discussed the contents of this Resolution at its meeting on February 17, 2022, and County Board determined that it is in the best interest of the County to commit County funds in the amount of $400,000.00 in ARPA funds and approve the Mosaic Proposal based on the terms and conditions therein and described in Exhibit A, including the conditions detailed below.

NOW, THEREFORE, BE IT RESOLVED, the County Board determines the following:

1. Recitals. The Recitals set forth above are true and correct, and are hereby incorporated into this Resolution.

2. Approval of Mosaic Proposal; Conditions. The County Board hereby approves the Mosaic Proposal and commits $400,000.00 in ARPA funds to the broadband expansion project described in the Mosaic Proposal with the following conditions:

   a. Each funding contribution set forth in Mosaic Proposal must be secured to the satisfaction of the County.

   b. All other necessary governmental approvals for the broadband expansion project set forth in the Mosaic Proposal are secured, including but not limited to the State of Wisconsin Public Service Commission.

   In the event any conditions are not met to the County's satisfaction, the County shall have no obligation to contribute or otherwise spend County funds for the broadband expansion project described in the Mosaic Proposal.

3. Health, Welfare and Safety. The County's approval of this Resolution and the Mosaic Proposal is beneficial to the health, welfare and safety of the County's residents, taxpayers and visitors.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on February 17, 2022, by this Sawyer County Finance Committee on this February 10, 2022.

______________________________	______________________________
Bruce Paulsen, Chair	Ron Kinsley, Vice Chair
______________________________	______________________________
Dawn Petit, Member	Stacey Hessel, Member
______________________________	
Tom Duffy, Member	

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 17th day of February, 2022.

______________________________	______________________________
Tweed Shuman, Sawyer County Board of Supervisors Chairman	Lynn Fitch, Sawyer County Clerk

Exhibit A – ARPA Purchase Request Form from Mosaic

43705 US Highway 63
Cable, WI 54821
800-250-8927

February 14, 2022

Winter/Loretta/Draper contribution breakout:

Town of Winter ***	$0	0.00%
Town of Draper ***	$0	0.00%
Sawyer County	$100,000	1.82%
Norvado	$2,100,000	38.18%
State of Wisconsin	$3,300,000	60.00%
	$5,500,000	100.00%

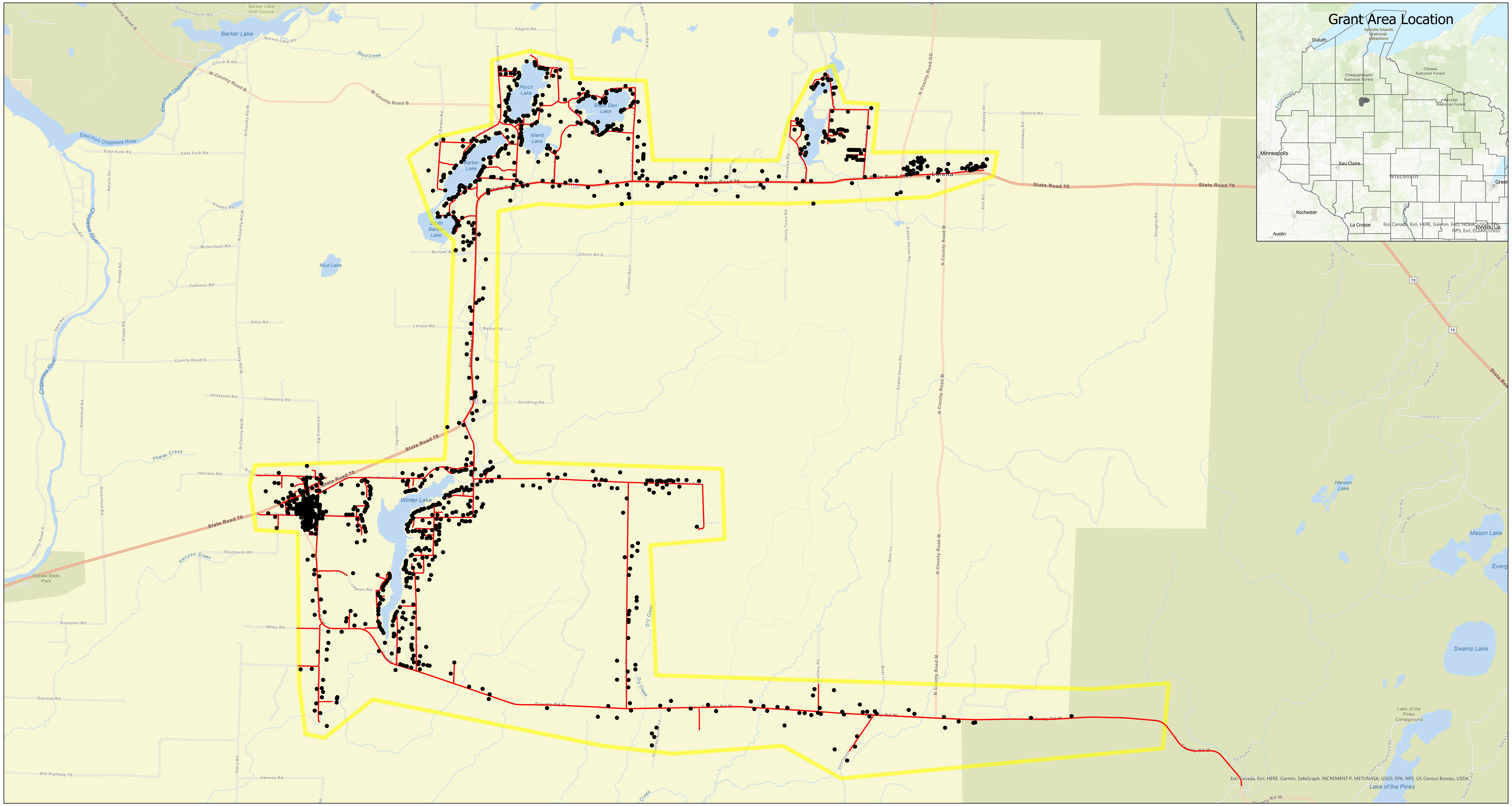
*** Norvado has been, or will be, at the Town board meetings. The amount of any contribution is not yet known.

- Winter_AddressPoints_Combined
- Winter_Area
- Winter_Combined_RouteMiles_Clean

Winter/Loretta Grant Assessment

Locations = 1241

N
W E
S



Norvado

Resolution ______________

SAWYER COUNTY BOARD OF SUPERVISORS RESOLUTION TO APPROVE BROADBAND EXPANSION PROPOSAL FROM NORVADO

WHEREAS, Sawyer County (the "County") continues to strive in expansion of broadband technology available to its residents and visitors;

WHEREAS, Norvado is a provider of broadband services to the area in and around the County;

WHEREAS, Norvado presented a proposal for expansion of broadband services in the Draper and Winter Township areas (the "Norvado Proposal") at the County Finance Committee on February 10, 2022. A summary of the Norvado Proposal is attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Norvado Proposal sets forth a County contribution of $100,000.00 in American Rescue Plan Act ("ARPA") funds, and such contribution assumes additional funds will be provided.

WHEREAS, the Finance Committee voted to recommend that the County Board approve the Norvado Proposal;

WHEREAS, pursuant to Wis. Stat. § 65.90(5)(a) and Rule 7(12) of the County Board of Supervisors ("County Board") Policy and Procedure Manual, the County Board must approve the County contribution of $100,000.00 set forth in the Norvado Proposal by a two-third (2/3) vote of the County Board membership;

WHEREAS, the County Board reviewed and discussed the contents of this Resolution at its meeting on February 17, 2022, and County Board determined that it is in the best interest of the County to commit County funds in the amount of $100,000.00 in ARPA funds and approve the Norvado Proposal based on the terms and conditions therein and described in Exhibit A, including the conditions detailed below.

NOW, THEREFORE, BE IT RESOLVED, the County Board determines the following:

1. Recitals. The Recitals set forth above are true and correct, and are hereby incorporated into this Resolution.

2. Approval of Norvado Proposal; Conditions. The County Board hereby approves the Norvado Proposal and commits $100,000.00 in ARPA funds to the broadband expansion project described in the Norvado Proposal with the following conditions:

   a. Each funding contribution set forth in Norvado Proposal must be secured to the satisfaction of the County.

   b. All other necessary governmental approvals for the broadband expansion project set forth in the Norvado Proposal are secured, including but not limited to the State of Wisconsin Public Service Commission.

   In the event any conditions are not met to the County's satisfaction, the County shall have no obligation to contribute or otherwise spend County funds for the broadband expansion project described in the Norvado Proposal.

3. Health, Welfare and Safety. The County's approval of this Resolution and the Norvado Proposal is beneficial to the health, welfare and safety of the County's residents, taxpayers and visitors.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on February 17, 2022, by this Sawyer County Finance Committee on this February 10, 2022.

________________________________	______________________________
Bruce Paulsen, Chair	Ron Kinsley, Vice Chair
________________________________	______________________________
Dawn Petit, Member	Stacey Hessel, Member
________________________________	
Tom Duffy, Member	

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 17th day of February, 2022.

______________________________	________________________
Tweed Shuman, Sawyer County Board of Supervisors Chairman	Lynn Fitch, Sawyer County Clerk

Exhibit A – ARPA Purchase Request Form from Norvado

Sawyer County
ARPA Purchase Request Form

Please use this form to request ARPA funds for a project or good/service.

Prepared By: | Total Cost: $100,000.00

Department: ______________ | Estimated Period of Performance: ______________

Date: ______________ | Department Head Signature: ______________

1. Describe how this project or good/service addresses a negative impact due to the Covid pandemic and provide the reasoning/research behind your determination. If needed, please include the page number on the U.S. Treasury Interim Final Rule that states this is an eligible expense.

Bevcomm is requesting matching funds in the amount of $100,000 to support an application to the
State of Wisconsin broadband expansion grant. The estimated total cost of the proposed project is $4,200,000.
The project will serve 566 roof tops in Sawyer County (Meteor, Weirgor, Meadowbrook Townships) with fiber
optic cable to the premises.
There will be no cost to Sawyer County if the Wisconsin State grant is not awarded for this project.
This project will improve internet access in an area that is currently underserved and will enhance educational,
business, emergency and medical communications within the area of coverage proposed by the applicant.

2. If this purchase is for a project to address a negative impact due to the Covid pandemic, please include staff that may be administering and managing the project as well as a breakdown of expenses. If needed, please attach a supplemental excel/word file.

Comments: ______________

Section To Be Completed by Administration

Approved By: ______________ Date: ______________
County Administrator

Approved By: ______________ Date: ______________
Accounting

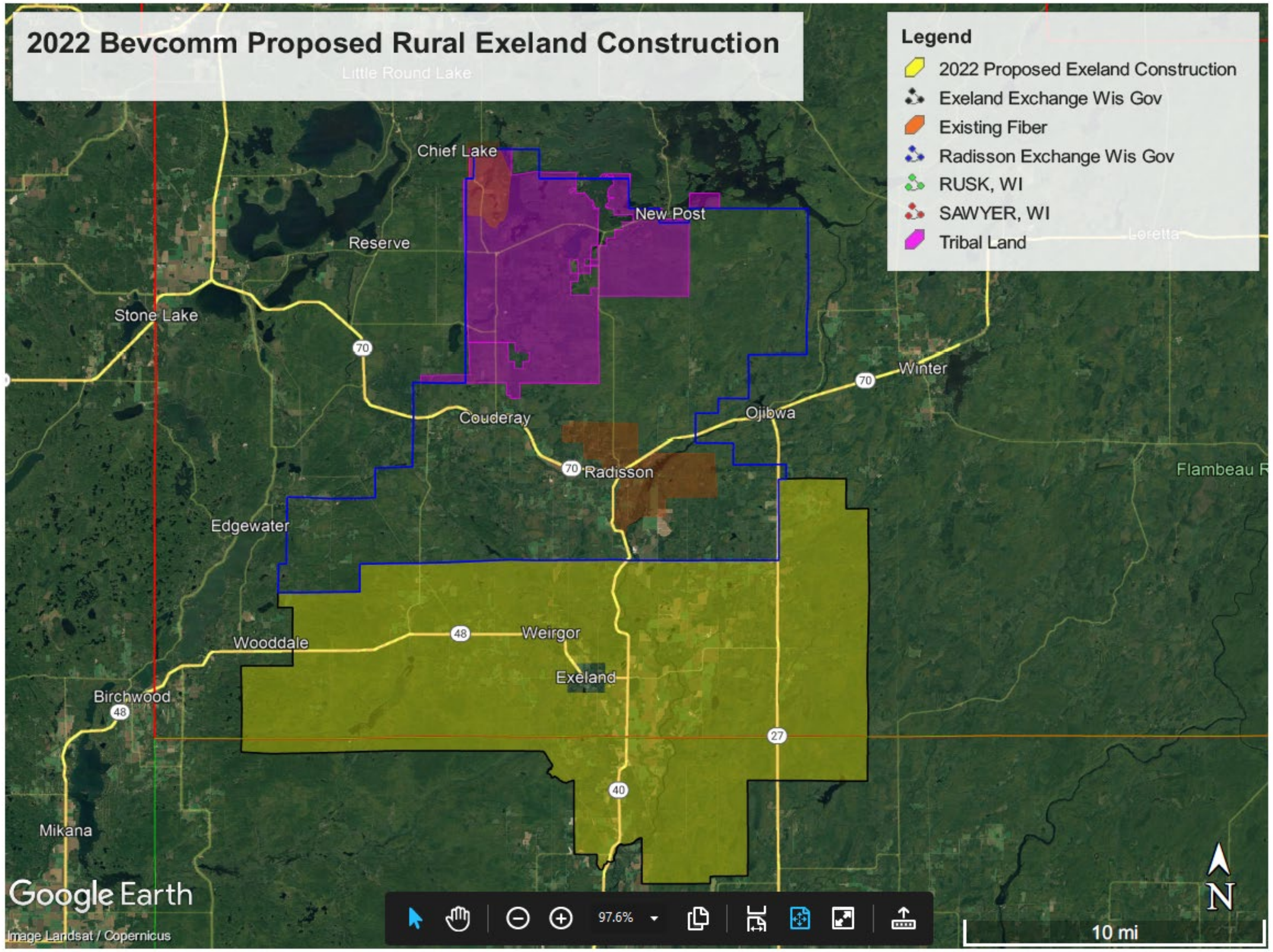
Proposed Rural Exeland Fiber Expansion Project

Request for Support - Sawyer County

Bevcomm

Proposed Project Area

- Homes Passed in **Sawyer County:** 556
  84% of the project
- Homes Passed in Rusk County: 105
  16% of the project



Support Request from Sawyer County

- The WI PSC's Broadband Expansion Grant Application weighs heavily on community support in the form of a **Public Private Partnership** between the telecommunication provider and a city, village, town, or county as a participating partner.
- Bevcomm **respectfully requests that Sawyer County commit to a funding partnership of $100,000** should we be awarded funding from the WI PSC Broadband Expansion Grant Program.
- In addition, we would **value a letter of support of the project** on behalf of Sawyer County. (Template provided)

Bevcomm

Cost Breakdown
PROJECT CONTRIBUTION

Contributors	Amount
Bevcomm Contribution (53%)	$2,210,000
Sawyer County Contribution (2%)	$100,000
Grant Request (45%)	$1,890,000
Total Project Cost	$4,200,000

*We are in continuing conversations with other entities regarding additional partnerships.

Bevcomm

Broadband Interest Survey

Home Use	Business Use	Farm Use	Telework	Education	Telehealth	Covid-19 Heightened Need
59%	19%	10%	41%	31%	38%	43%

- In preparation for this project, Bevcomm sent a broadband interest survey to households in the proposed project area.
- We were overwhelmed to receive a **response rate of 36%** within just two weeks.
- **95% of respondents strongly support the project**

Highlights from the Survey

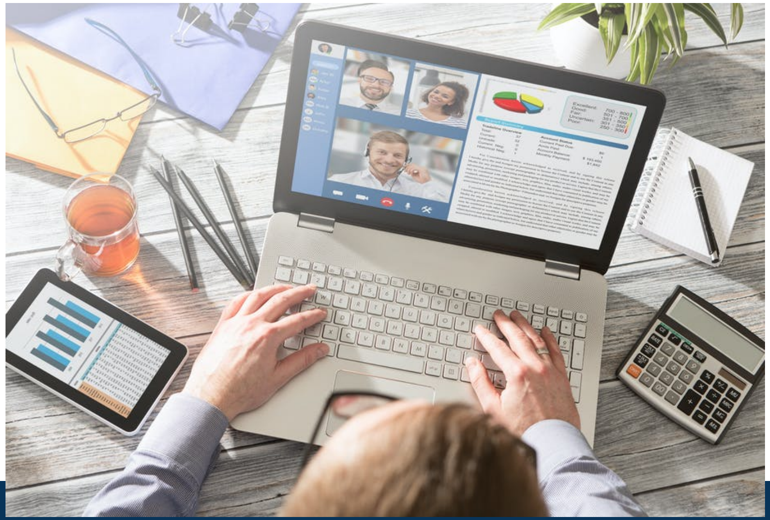
- 19% of respondents report operating a business
- 41% of respondents report at least one person in their household who teleworks
- 31% of respondents report utilizing their broadband for education/eLearning purposes
- 38% of respondents utilize telehealth
- 43% report a heightened need for reliable broadband due to Covid-19

Bevcomm

Comments from the Community

TELEWORK

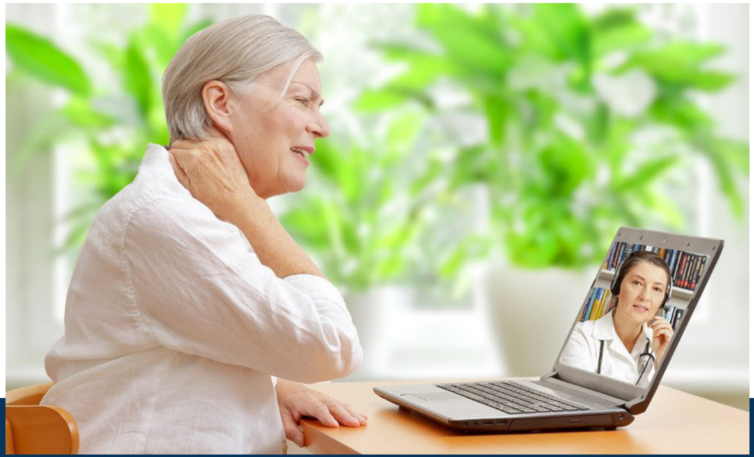
- Current internet is slow and unreliable, lost money on business deals and wife almost lost her job because of slow speed.
- I work in the stock market, and I need a faster connection, upload and download.
- Internet not reliable now, faster/reliable service would improve work life.
- I'm a teacher who uses Zoom meets. Currently I lose connection and video buffers.
- Reliable internet would allow us to work from home. We have a need to transfer large files.
- As a freelance author, I would be able to transfer manuscripts to editors and publishers.
- VPN access draws down speed so the second person in our home can't telecommute. Have considered moving because of this.
- Would love to work from our cabin but can not get enough bandwidth.



Bevcomm

Comments from the Community TELEHEALTH

- I have paralyzed vocal cords, use online medical for therapy.
- Mother is on Life Alert.
- Needed for CPAP reporting.
- Medical Zoom calls. Cancer patient.
- Have a lot of issues with virtual doctor appointments. Would be able to avoid travelling to see the doctor.
- Need better speed for doctor/oncology appointments.
- Need for Pacemaker reporting.
- Better internet needed for Dr appts through the VA, as a disabled Veteran.
- Online Pacemaker and Glucose Monitor
- I work for Marshfield Medical Center. Our Claims have increased dramatically due to Covid.
- Use telehealth for son with mental health issues
- Use for monitoring Oxygen and pulse rates
- Better internet needed for Monitoring Deliberator and online visits



Bevcomm

Comments from the Community

EDUCATION

- Being a teacher, I currently can’t keep all student’s cameras up on Zoom or stream with out losing connection, buffering.
- Need better connection for online classroom.
- Grandkids need better internet for school.
- I'm a teacher who uses zoom meets. Faster speed would allow me to conduct online classes more reliably.
- Taking continuing Ed courses. Faster broadband would keep from lockups and buffering.
- Virtual schooling will be better with more speed.
- My kids can come home to visit and can work from our home
- Daycare children taking online classes with less buffering.
- Take college courses that have lag time.
- Extremely hard to run more than 1 device on current speed.
- Would consider eLearning with better Internet, need consistent speed and reliability.

Bevcomm

Comments from the Community

COVID-19 AND COMMUNITY IMPACT

- Virtual Doctor appointments required because of Covid
- Shop and school online due to Covid
- Only online meetings due to Covid
- News updates with less buffering
- Now do online banking
- Election judge training is now online
- Much less person to person contact, need faster Internet
- Now I Zoom with family and friends
- Multiple people sharing one connection, it doesn't work
- Online church services
- We own a year-round cabin. Need a reliable internet service since cell service is spotty. Safety is important.
- Better internet would be a huge help as our service through our cell phone barely works and we are required to have it by Sawyer County due to placement of granddaughter.

Bevcomm

Bevcomm

CONTACTS

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Director of Operations
jsonnek@bevcomm.com
507-526-1164

Randy Monnier
Exchange Manager
rmonnier@bevcomm.com
715-353-2434

Bevcomm

Resolution ______________

SAWYER COUNTY BOARD OF SUPERVISORS RESOLUTION TO APPROVE BROADBAND EXPANSION PROPOSAL FROM BEVCOMM

WHEREAS, Sawyer County (the "County") continues to strive in expansion of broadband technology available to its residents and visitors;

WHEREAS, Bevcomm is a provider of broadband services to the area in and around the County;

WHEREAS, Bevcomm presented a proposal for expansion of broadband services in the Meteor, Weirgor, and Meadowbrook Township areas (the "Bevcomm Proposal") at the County Finance Committee on February 10, 2022. A summary of the Bevcomm Proposal is attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Bevcomm Proposal sets forth a County contribution of $100,000.00 in American Rescue Plan Act ("ARPA") funds, and such contribution assumes additional funds will be provided.

WHEREAS, the Finance Committee voted to recommend that the County Board approve the Bevcomm Proposal;

WHEREAS, pursuant to Wis. Stat. § 65.90(5)(a) and Rule 7(12) of the County Board of Supervisors ("County Board") Policy and Procedure Manual, the County Board must approve the County contribution of $100,000.00 set forth in the Bevcomm Proposal by a two-third (2/3) vote of the County Board membership;

WHEREAS, the County Board reviewed and discussed the contents of this Resolution at its meeting on February 17, 2022, and County Board determined that it is in the best interest of the County to commit County funds in the amount of $100,000.00 in ARPA funds and approve the Bevcomm Proposal based on the terms and conditions therein and described in Exhibit A, including the conditions detailed below.

NOW, THEREFORE, BE IT RESOLVED, the County Board determines the following:

1. Recitals. The Recitals set forth above are true and correct, and are hereby incorporated into this Resolution.

2. Approval of Bevcomm Proposal; Conditions. The County Board hereby approves the Bevcomm Proposal and commits $100,000.00 in ARPA funds to the broadband expansion project described in the Bevcomm Proposal with the following conditions:

   a. Each funding contribution set forth in Bevcomm Proposal must be secured to the satisfaction of the County.

   b. All other necessary governmental approvals for the broadband expansion project set forth in the Bevcomm Proposal are secured, including but not limited to the State of Wisconsin Public Service Commission.

   In the event any conditions are not met to the County's satisfaction, the County shall have no obligation to contribute or otherwise spend County funds for the broadband expansion project described in the Bevcomm Proposal.

3. Health, Welfare and Safety. The County's approval of this Resolution and the Bevcomm Proposal is beneficial to the health, welfare and safety of the County's residents, taxpayers and visitors.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on February 17, 2022, by this Sawyer County Finance Committee on this February 10, 2022.

______________________________	______________________________
Bruce Paulsen, Chair	Ron Kinsley, Vice Chair
______________________________	______________________________
Dawn Petit, Member	Stacey Hessel, Member
______________________________	
Tom Duffy, Member	

This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 17th day of February, 2022.

______________________________	______________________________
Tweed Shuman, Sawyer County Board of Supervisors Chairman	Lynn Fitch, Sawyer County Clerk

Exhibit A – ARPA Purchase Request Form from Bevcomm

PMA SECURITIES

Sawyer County, WI

$8,000,000 General Obligation Building Bonds, Series 2022
Pre-Sale Presentation

Michele Wiberg
PMA Securities, LLC
770 N Jefferson St., Suite 200
Milwaukee, WI 53202

Finance Committee: February 10, 2022
County Board: February 17, 2022

Sawyer County Financing Schedule

Date	Action
Thursday, February 11, 2021	Finance Committee Approves Initial Resolution
Thursday, February 18, 2021	County Board Adopts Initial Resolution
Thursday, February 10, 2022	Finance Committee (8:30 AM - PMA Presentation)
Monday, February 14, 2022	Courthouse Construction Bids Due
Thursday, February 17, 2022	Special Public Works Committee meeting to recommend winning bidder(s) (tentative)
Thursday, February 17, 2022	County Board Meeting (PMA Presentation included in Board Packet)
Thursday, March 3, 2022	Bond Counsel emails "form of" Award Resolution to County
Thursday, March 10, 2022	Finance Committee Approves "form of" Award Resolution for Board Packet
Thursday, March 17, 2022	Day of Sale (County Board Meeting) (PMA Presentation)
	- Financial Advisor Opens Bids at 10:00 AM
	- Financial Advisor sends results of bid opening to Bond Counsel
	- Bond Counsel finalizes Award Resolution and emails to the County
	- Supervisors receive a copy of the final Award Resolution at Board Meeting
	- Supervisors adopt the final Award Resolution
Thursday, April 7, 2022	Settlement: Winning Bidder wires net bond proceeds to the County

Example Debt Service – 2022 Bonds

Below shows debt service on $8.0 million over a 20-year period at 3.0%. Current rates are <u>lower than</u> 3.0%.

Calendar Year	Principal	3.00% Interest	Debt Service
2023	$ 200,000	$ 353,000	$ 553,000
2024	310,000	229,350	539,350
2025	320,000	219,900	539,900
2026	330,000	210,150	540,150
2027	340,000	200,100	540,100
2028	350,000	189,750	539,750
2029	360,000	179,100	539,100
2030	370,000	168,150	538,150
2031	380,000	156,900	536,900
2032	390,000	145,350	535,350
2033	405,000	133,425	538,425
2034	415,000	121,125	536,125
2035	430,000	108,450	538,450
2036	445,000	95,325	540,325
2037	455,000	81,825	536,825
2038	470,000	67,950	537,950
2039	485,000	53,625	538,625
2040	500,000	38,850	538,850
2041	515,000	23,625	538,625
2042	530,000	7,950	537,950
Total	8,000,000	2,783,900	10,783,900

2032-2042 maturities callable on April 1, 2031

Debt Service Levy Projection

PMA's Debt Service projection model for Sawyer County is currently set up so that the **maximum annual debt service payment does not exceed $2.0 million** and is based on:

- County's four existing debt issues are paid as scheduled below
  - (2022 Debt Levy was $1,190,400)
- $8.0 million, 20-year bonds at 3.00% for the Courthouse Project
- $1.2 million annual borrowings in December 2022-2024 (2-to-3-year payback period)
- Future annual six-month borrowings that average almost $1.2 million annually over 2025-2029

	Debt Service Levy																		
	2012 Bonds		**2019 Notes**		**2020 Notes**		**2021 STFL**		**2022 Bonds (est)**		**2022 STFL (est)**		**2023 STFL (est)**		**2024 STFL (est)**		**2025-2043**		
	2,095,000	Par	622,975	Par	993,318	Par	1,300,000	Par	8,000,000	Par	1,200,000	Par	1,200,000	Par	1,200,000	Par			
	02/09/12	Dated		Dated	12/11/20	Dated	12/14/21	Dated	04/07/22	Dated	12/15/22	Dated	12/15/23	Dated	12/15/24	Dated			Total Debt
Calendar	01-Apr		15-Jul	3.17%	03/01/21	1.95%	03/15/22	2.50%	01-Apr	3.00%	03/15/23	2.50%	03/15/24	2.50%	03/15/25	2.50%	01-Oct	varies	Service
Year	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Levy
2018	180,000	25,215																	205,690
2019	180,000	21,615																	202,090
2020	185,000	17,965	60,961	11,794															277,440
2021	190,000	14,215	54,939	17,816	499,390	4,304													782,445
2022	195,000	10,463	56,681	16,074	493,929	9,765	400,000	8,489											1,190,400
2023	200,000	6,560	58,478	14,277	--	--	900,000	22,500	200,000	353,000	110,000	7,397							1,752,212
2024	205,000	2,255	60,331	12,424	--	--	--	--	310,000	229,350	500,000	27,250	645,000	7,479					1,999,089
2025	--	--	62,244	10,511	--	--	--	--	320,000	219,900	590,000	14,750	555,000	13,875	205,000	7,397			1,998,677
2026	--	--	64,217	8,538	--	--	--	--	330,000	210,150	--	--	--	--	490,000	24,875	845,897	25,000	1,998,677
2027	--	--	66,253	6,502	--	--	--	--	340,000	200,100	--	--	--	--	505,000	12,625	843,197	25,000	1,998,677
2028	--	--	68,353	4,402	--	--	--	--	350,000	189,750	--	--	--	--	--	--	1,361,172	25,000	1,998,677
2029	--	--	70,520	2,235	--	--	--	--	360,000	179,100	--	--	--	--	--	--	1,361,822	25,000	1,998,677
2030	--	--	--	--	--	--	--	--	370,000	168,150	--	--	--	--	--	--	1,435,527	25,000	1,998,677

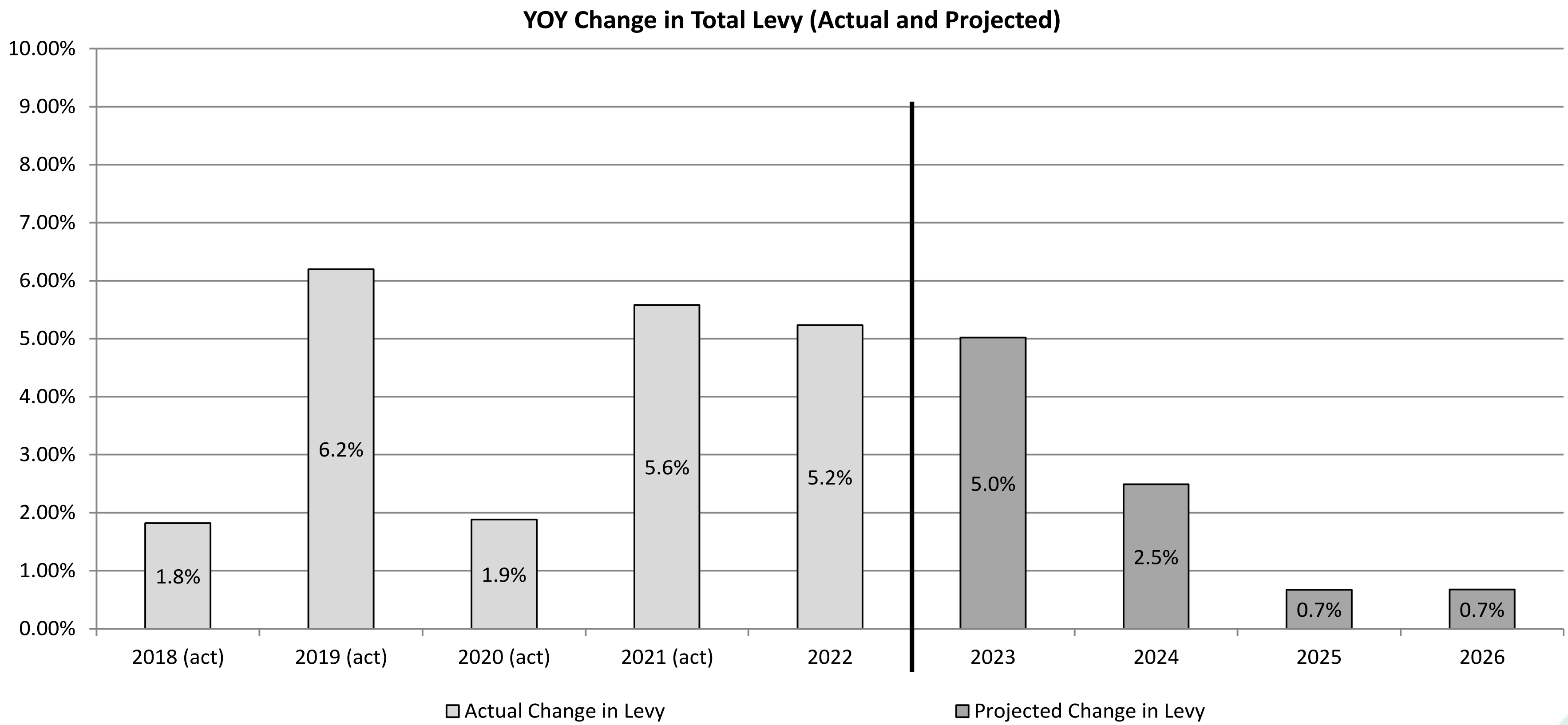
Operating Levy Projection

PMA's Operating Levy projection model is currently set up so **most components** of the operating levy grow by an estimate of the County's "Net New Construction" (i.e., 0.8%), due to Levy Limit Legislation.

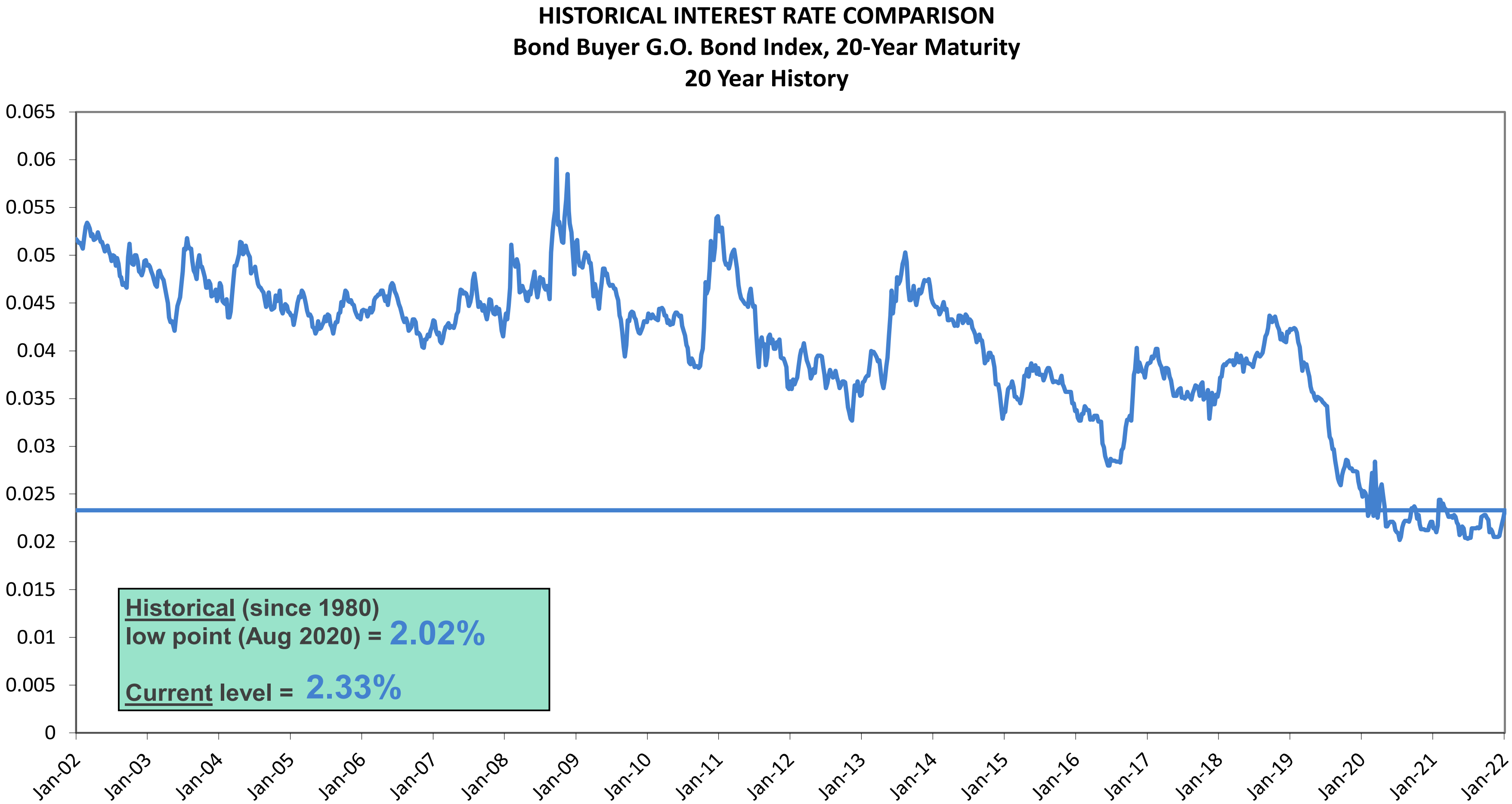
	Operating Levy											
								0.9%	0.0%	0.8%	0.0%	
Calendar Year	General Fund (No Library)	Human Services	Highway (No Bridge)	Capital Projects (No EMS)	Special Revenue	Operating Levy Subject to Levy Limits	(NNC) YOY % Change	EMS Operating	EMS Capital	Library Total	Bridge Aid	Total Operating Levy
2018	4,491,191	2,429,109	2,262,128	224,191	277,388	9,684,007	n.a.	410,011	165,703	323,710	61,658	10,645,089
2019	4,479,268	2,542,214	2,210,348	224,000	285,955	9,741,785	0.6%	961,113	202,500	341,262	74,500	11,321,160
2020	4,769,194	2,522,214	2,051,454	224,000	248,239	9,815,101	0.8%	1,049,383	216,500	327,798	53,725	11,462,507
2021	5,493,789	2,509,846	1,575,764	--	327,131	9,906,530	0.9%	1,138,108	107,814	343,931	116,540	11,612,923
2022	5,456,702	2,475,534	1,588,600	139,480	325,466	9,985,782	0.8%	1,170,581	217,500	355,327	124,325	11,853,515
2023	5,500,355	2,495,338	1,601,309	140,596	328,070	10,065,668	0.8%	1,181,116	217,500	358,170	124,325	11,946,779
2024	5,544,358	2,515,301	1,614,119	141,721	330,694	10,146,193	0.8%	1,191,746	217,500	361,035	124,325	12,040,799
2025	5,588,713	2,535,423	1,627,032	142,854	333,340	10,227,362	0.8%	1,202,472	217,500	363,923	124,325	12,135,583
2026	5,633,422	2,555,707	1,640,048	143,997	336,007	10,309,181	0.8%	1,213,294	217,500	366,835	124,325	12,231,135
2027	5,678,490	2,576,152	1,653,169	145,149	338,695	10,391,654	0.8%	1,224,214	217,500	369,769	124,325	12,327,462
2028	5,723,918	2,596,761	1,666,394	146,310	341,404	10,474,787	0.8%	1,235,232	217,500	372,727	124,325	12,424,572
2029	5,769,709	2,617,535	1,679,725	147,481	344,135	10,558,585	0.8%	1,246,349	217,500	375,709	124,325	12,522,468
2030	5,815,866	2,638,476	1,693,163	148,661	346,888	10,643,054	0.8%	1,257,566	217,500	378,715	124,325	12,621,160

Projected Impact to County's Percent Change in Levy

Based on the assumptions in the provided Debt Service Levy and Operating Levy models, and assuming the County's Equalized Value (TID-Out) grows at 1.0%, the County's levy will grow by 5.0% in 2023 and 2.5% in 2024.



Long-Term, Tax-Exempt Rate Trend



Source: The Bond Buyer. The General Obligation 20-year maturity index has an average rating equivalent to Moody's Aa2 and

Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

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 v01.08.21

PMA

Sawyer County, WI
Operating Levy and Debt Service Levy Projection Model
Actual Budget for 2022 Calendar Year
$2.000 million annual steady state debt service

Proposed Projects	2020 Borrowing 2021 Projects	2021 Borrowing 2022 Projects	2022 Borrowing 2023 Projects	2022 Borrowing 2023 Projects	2023 Borrowing 2024 Projects	2024 Borrowing 2025 Projects	Annual 6-month Borrowing
Capital Improvement Projects	--	658,000	--	--	--	--	
Highway Capital	--	545,000	--	--	--	--	
Dams	--	300,000	--	--	--	--	
Second Large Courtroom	--	--	8,000,000	--	--	--	
Other No. 1	--	--	--	--	--	--	
Other No. 2	--	--	--	--	--	--	
Total Project Expenses	993,318	1,300,000	8,000,000	1,200,000	1,200,000	1,200,000	

Operating Levy

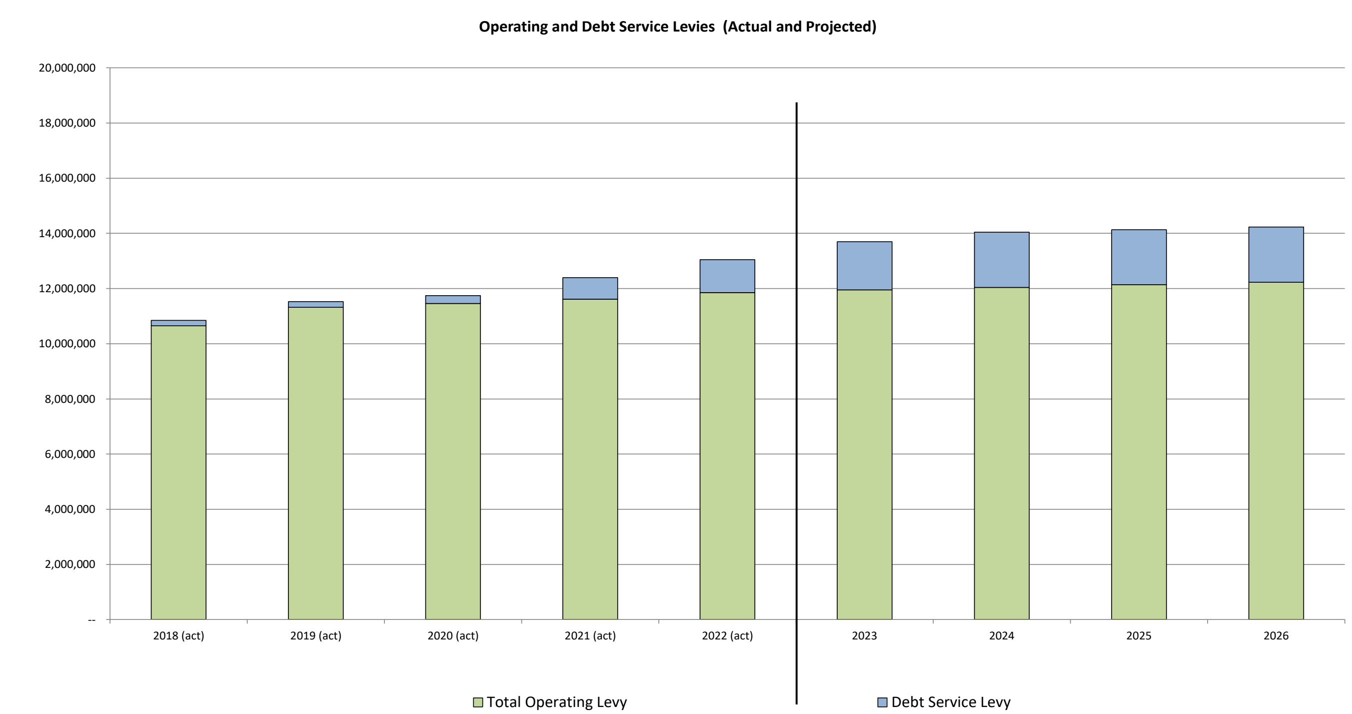
Calendar Year	General Fund (No Library)	Human Services	Highway (No Bridge)	Capital Projects (No EMS)	Special Revenue	Operating Levy Subject to Levy Limits	(NNC) YOY % Change	0.9% EMS Operating	0.0% EMS Capital	0.8% Library Total	0.0% Bridge Aid	Total Operating Levy
2018	4,491,191	2,429,109	2,262,128	224,191	277,388	9,684,007	n.a.	410,011	165,703	323,710	61,658	10,645,089
2019	4,479,268	2,542,214	2,210,348	224,000	285,955	9,741,785	0.6%	961,113	202,500	341,262	74,500	11,321,160
2020	4,769,194	2,522,214	2,051,454	224,000	248,239	9,815,101	0.8%	1,049,383	216,500	327,798	53,725	11,462,507
2021	5,493,789	2,509,846	1,575,764	--	327,131	9,906,530	0.9%	1,138,108	107,814	343,931	116,540	11,612,923
2022	5,456,702	2,475,534	1,588,600	139,480	325,466	9,985,782	0.8%	1,170,581	217,500	355,327	124,325	11,853,515
2023	5,500,355	2,495,338	1,601,309	140,596	328,070	10,065,668	0.8%	1,181,116	217,500	358,170	124,325	11,946,779
2024	5,544,358	2,515,301	1,614,119	141,721	330,694	10,146,193	0.8%	1,191,746	217,500	361,035	124,325	12,040,799
2025	5,588,713	2,535,423	1,627,032	142,854	333,340	10,227,362	0.8%	1,202,472	217,500	363,923	124,325	12,135,583
2026	5,633,422	2,555,707	1,640,048	143,997	336,007	10,309,181	0.8%	1,213,294	217,500	366,835	124,325	12,231,135
2027	5,678,490	2,576,152	1,653,169	145,149	338,695	10,391,654	0.8%	1,224,214	217,500	369,769	124,325	12,327,462
2028	5,723,918	2,596,761	1,666,394	146,310	341,404	10,474,787	0.8%	1,235,232	217,500	372,727	124,325	12,424,572
2029	5,769,709	2,617,535	1,679,725	147,481	344,135	10,558,585	0.8%	1,246,349	217,500	375,709	124,325	12,522,468
2030	5,815,866	2,638,476	1,693,163	148,661	346,888	10,643,054	0.8%	1,257,566	217,500	378,715	124,325	12,621,160
2031	5,862,393	2,659,583	1,706,708	149,850	349,664	10,728,198	0.8%	1,268,884	217,500	381,745	124,325	12,720,652
2032	5,909,292	2,680,860	1,720,362	151,049	352,461	10,814,023	0.8%	1,280,304	217,500	384,799	124,325	12,820,951
2033	5,956,566	2,702,307	1,734,125	152,257	355,280	10,900,535	0.8%	1,291,827	217,500	387,877	124,325	12,922,064
2034	6,004,219	2,723,925	1,747,998	153,475	358,123	10,987,739	0.8%	1,303,453	217,500	390,980	124,325	13,023,997
2035	6,052,252	2,745,716	1,761,981	154,703	360,988	11,075,641	0.8%	1,315,184	217,500	394,108	124,325	13,126,758
2036	6,100,670	2,767,682	1,776,077	155,941	363,876	11,164,246	0.8%	1,327,021	217,500	397,261	124,325	13,230,352
2037	6,149,475	2,789,823	1,790,286	157,188	366,787	11,253,559	0.8%	1,338,964	217,500	400,439	124,325	13,334,787
2038	6,198,671	2,812,142	1,804,608	158,446	369,721	11,343,588	0.8%	1,351,015	217,500	403,642	124,325	13,440,070
2039	6,248,260	2,834,639	1,819,045	159,713	372,679	11,434,336	0.8%	1,363,174	217,500	406,871	124,325	13,546,206
2040	6,298,246	2,857,316	1,833,597	160,991	375,660	11,525,810	0.8%	1,375,443	217,500	410,126	124,325	13,653,204
2041	6,348,632	2,880,175	1,848,266	162,279	378,665	11,618,017	0.8%	1,387,822	217,500	413,407	124,325	13,761,071
2042	6,399,421	2,903,216	1,863,052	163,577	381,695	11,710,960	0.8%	1,400,312	217,500	416,715	124,325	13,869,812
2043	6,450,616	2,926,442	1,877,956	164,886	384,748	11,804,648	0.8%	1,412,915	217,500	420,048	124,325	13,979,436

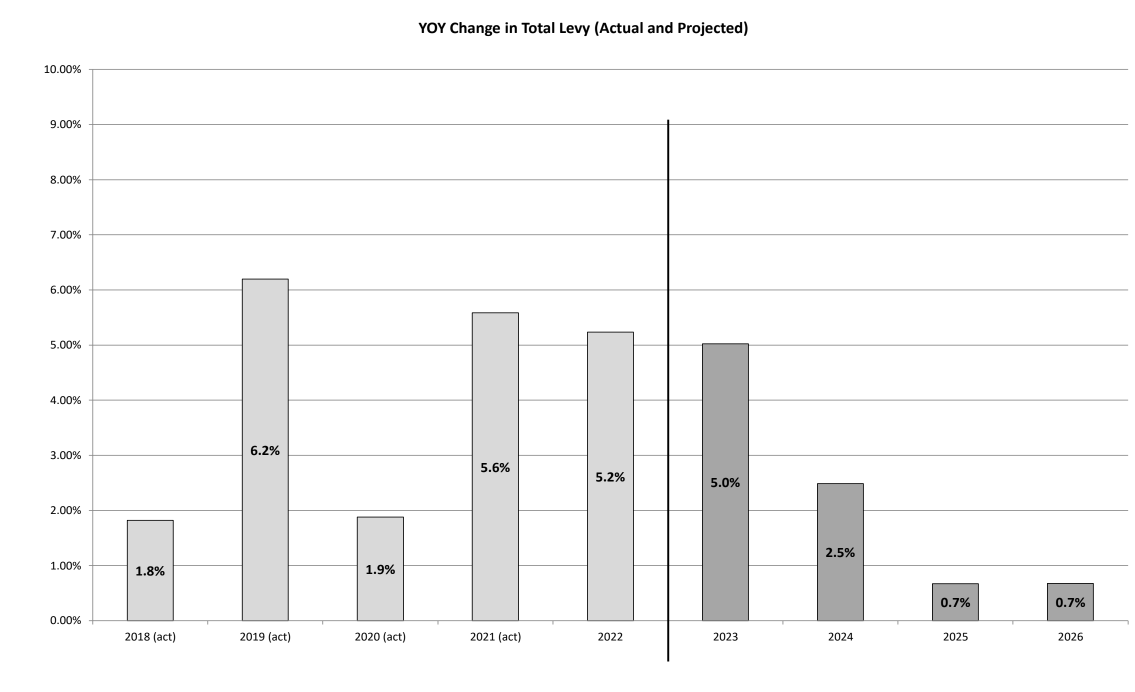
Debt Service Levy

Calendar Year	2012 Bonds		2019 Notes		2020 Notes		2021 STFL		2022 Bonds (est)		2022 STFL (est)		2023 STFL (est)		2024 STFL (est)		2025-2043		Total Debt Service Levy
	2,095,000	Par	622,975	Par	993,318	Par	1,300,000	Par	8,000,000	Par	1,200,000	Par	1,200,000	Par	1,200,000	Par			
	02/09/12	Dated		Dated	12/11/20	Dated	12/14/21	Dated	04/07/22	Dated	12/15/22	Dated	12/15/23	Dated	12/15/24	Dated			
									544,226	Avg. PMT									
	01-Apr		15-Jul	3.17%	03/01/21	1.95%	03/15/22	2.50%	01-Apr	3.00%	03/15/23	2.50%	03/15/24	2.50%	03/15/25	2.50%	01-Oct	varies	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	
2018	180,000	25,215																	205,690
2019	180,000	21,615																	202,090
2020	185,000	17,965	60,961	11,794															277,440
2021	190,000	14,215	54,939	17,816	499,390	4,304													782,445
2022	195,000	10,463	56,681	16,074	493,929	9,765	400,000	8,489											1,190,400
2023	200,000	6,560	58,478	14,277	--	--	900,000	22,500	200,000	353,000	110,000	7,397							1,752,212
2024	205,000	2,255	60,331	12,424	--	--	--	--	310,000	229,350	500,000	27,250	645,000	7,479					1,999,089
2025	--	--	62,244	10,511	--	--	--	--	320,000	219,900	590,000	14,750	555,000	13,875	205,000	7,397			1,998,677
2026	--	--	64,217	8,538	--	--	--	--	330,000	210,150	--	--	--	--	490,000	24,875	845,897	25,000	1,998,677
2027	--	--	66,253	6,502	--	--	--	--	340,000	200,100	--	--	--	--	505,000	12,625	843,197	25,000	1,998,677
2028	--	--	68,353	4,402	--	--	--	--	350,000	189,750	--	--	--	--	--	--	1,361,172	25,000	1,998,677
2029	--	--	70,520	2,235	--	--	--	--	360,000	179,100	--	--	--	--	--	--	1,361,822	25,000	1,998,677
2030	--	--	--	--	--	--	--	--	370,000	168,150	--	--	--	--	--	--	1,435,527	25,000	1,998,677
2031	--	--	--	--	--	--	--	--	380,000	156,900	--	--	--	--	--	--	1,436,777	25,000	1,998,677
2032	--	--	--	--	--	--	--	--	390,000	145,350	--	--	--	--	--	--	1,438,327	25,000	1,998,677
2033	--	--	--	--	--	--	--	--	405,000	133,425	--	--	--	--	--	--	1,435,252	25,000	1,998,677
2034	--	--	--	--	--	--	--	--	415,000	121,125	--	--	--	--	--	--	1,437,552	25,000	1,998,677
2035	--	--	--	--	--	--	--	--	430,000	108,450	--	--	--	--	--	--	1,435,227	25,000	1,998,677
2036	--	--	--	--	--	--	--	--	445,000	95,325	--	--	--	--	--	--	1,433,352	25,000	1,998,677
2037	--	--	--	--	--	--	--	--	455,000	81,825	--	--	--	--	--	--	1,436,852	25,000	1,998,677
2038	--	--	--	--	--	--	--	--	470,000	67,950	--	--	--	--	--	--	1,435,727	25,000	1,998,677
2039	--	--	--	--	--	--	--	--	485,000	53,625	--	--	--	--	--	--	1,435,052	25,000	1,998,677
2040	--	--	--	--	--	--	--	--	500,000	38,850	--	--	--	--	--	--	1,434,827	25,000	1,998,677
2041	--	--	--	--	--	--	--	--	515,000	23,625	--	--	--	--	--	--	1,435,052	25,000	1,998,677
2042	--	--	--	--	--	--	--	--	530,000	7,950	--	--	--	--	--	--	1,435,727	25,000	1,998,677
2043	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1,973,677	25,000	1,998,677
					993,318	14,070	1,300,000	30,989	8,000,000	2,783,900	1,200,000	49,397	1,200,000	21,354	1,200,000	44,897			

Total Levy

Calendar Year	Total Levy	YOY Change Total Levy %	1.00% Growth (TID Out) Equalized Value (Year -1)	Total Levy Rate (000's)
2018	10,850,779	1.82%	3,496,215,200	3.10
2019	11,523,250	6.20%	3,569,725,000	3.23
2020	11,739,947	1.88%	3,695,211,400	3.18
2021	12,395,368	5.58%	3,732,808,300	3.32
2022	13,043,915	5.23%	3,991,805,600	3.27
2023	13,698,991	5.0%	4,031,723,656	3.40
2024	14,039,889	2.5%	4,072,040,893	3.45
2025	14,134,260	0.7%	4,112,761,301	3.44
2026	14,229,812	0.7%	4,153,888,915	3.43
2027	14,326,140	0.7%	4,195,427,804	3.41
2028	14,423,249	0.7%	4,237,382,082	3.40
2029	14,521,146	0.7%	4,279,755,902	3.39
2030	14,619,837	0.7%	4,322,553,462	3.38
2031	14,719,329	0.7%	4,365,778,996	3.37
2032	14,819,628	0.7%	4,409,436,786	3.36
2033	14,920,741	0.7%	4,453,531,154	3.35
2034	15,022,675	0.7%	4,498,066,466	3.34
2035	15,125,435	0.7%	4,543,047,130	3.33
2036	15,229,030	0.7%	4,588,477,601	3.32
2037	15,333,465	0.7%	4,634,362,377	3.31
2038	15,438,747	0.7%	4,680,706,001	3.30
2039	15,544,884	0.7%	4,727,513,061	3.29
2040	15,651,882	0.7%	4,774,788,192	3.28
2041	15,759,748	0.7%	4,822,536,074	3.27
2042	15,868,489	0.7%	4,870,761,435	3.26
2043	15,978,113	0.7%	4,919,469,049	3.25





csgforte

Merchant Application

Partner Name | Portfolio (ISO) ID | Existing MID

Business Information	
DBA Name (Doing Business As) **Sawyer County**	Legal Name **Sawyer County Ambulance Department**
Business Ownership Type **Select**	Tax ID Number (Do Not Enter Hyphens)
Street Address (No PO Boxes) **10610 Main Street, Suite 10**	City: **Hayward** / State: **WI** / Postal Code: **54943**
Customer Service Number **(920) 787-2291**	Website **www.lifequest-services.com**
Business Category **Public Services & Education**	Description of Business **Ambulance Services**
Intended Use **Sales (Debits)**	Most Transactions Via **Internet**

Primary Contact Information		
Primary Contact Name **Life Line Billing Systems, LLC DBA LifeQu**	Phone Number **(920) 787-2291**	Email Address **FinanceCreditCards@lifequest-services.c**

Sales Information		
Average Sales Amount **$ 500.00**	Maximum Sales Amount **$ 2,500.00**	Annual Sales **$ 100,000.00**
Ave Disbursement Amount (If Applicable)	Max Disbursement Amount (If Applicable)	Mo Disbursement Amount (If Applicable)

PLEASE COMPLETE OWNER/CONTROLLER INFORMATION FOR ANY PERSON WITH AUTHORITY OR CONTROL OF THE ENTITY PLEASE COMPLETE OWNER/OFFICER INFORMATION FOR ALL EQUITY OWNERS WITH 25% OR GREATER EQUITY IN THE BUSINESS

Owner/Controller Information					
First Name			Last Name		
Home Address (No PO Boxes			City	State **WI**	Postal Code
Ownership %	Title **Select**	Date of Birth	Social Security Number (Last 4)		
Email			Mobile Phone Number		

Owner/Officer Information					
First Name			Last Name		
Home Address (No PO Boxes			City	State **Select**	Postal Code
Ownership %	Title **Select**	Date of Birth	Social Security Number (Last 4)		
Email			Mobile Phone Number		

Version 210927.01a

Owner/Officer Information

First Name			Last Name		
Home Address (No PO Boxes			City	State **Select**	Postal Code
Ownership %	Title **Select**	Date of Birth	Social Security Number (Last 4)		
Email			Mobile Phone Number		

Owner/Officer Information

First Name			Last Name		
Home Address (No P.O. Boxes)			City	State **Select**	Postal Code
Ownership %	Title **Select**	Date of Birth	Social Security Number (Last 4)		
Email			Mobile Phone Number		

Bank Account Where Funds Will Be Deposited

Deposit Transit Routing/ ABA Number (9 Digits):	Deposit Bank Account Information DDA/Checking Account #:

If A Different Bank Account Is Needed To Debit Fees, Provide The Information Below

Debit Transit/Routing/ABA Number (9 Digits):	Debit Bank Account Information DDA/Checking Account #:

Personal Guaranty

The signatory below (the "Guarantor") is a principal of Merchant or other third party, and hereby personally guarantees to CSG Forte Payments, Inc. ("FORTE"), as well as to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, whether arising before or after termination of the Agreement. Guarantor understands further that its obligations are independent of Merchant's obligations and that FORTE shall have no obligation to pursue any right or remedy it may have against Merchant or any other guarantor of these obligations prior to enforcing this guaranty against Guarantor. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this Agreement made by or agreed to by FORTE or Merchant. It shall not be discharged or affected by the death of the Guarantor, but will bind all heirs, administrators, representatives and assigns. Guarantor has no rights of subrogation, reimbursement, indemnification or contribution arising from the existence or performance of this Guaranty, including rights arising under any contract, statutory law or the Bankruptcy Code (Title 11 of the U.S. Code). Guarantor has no right to enforce a remedy which FORTE now has or may later have as against Merchant nor to participate in security now or later held by FORTE. Guarantor may not raise a defense based on a claim that the responsibilities of Guarantor under the Guaranty are more burdensome than or exceed amounts due FORTE by Merchant. Guarantor shall pay all reasonable attorney fees, including allocated costs of FORTE's in-house counsel, court costs and all other expenses FORTE incurs in enforcing this Guaranty. Guarantor hereby waives any notice of acceptance of this guaranty, notice of nonpayment or non-performance of any provision of the Agreement by Merchant, and all other notices or demands regarding the Agreement. Guarantor agrees to promptly provide to FORTE any information reasonably requested from time to time, concerning his or her financial condition(s), business history, business relationships and employment information.

Signature ____________________ Printed Name Title Date

Merchant Authorization and Acceptance of Terms and Conditions

As a duly authorized signatory of Merchant, the undersigned agrees to the terms of the Merchant Services Agreement ("MSA") by and between CSG Forte Payments, Inc. ("Forte") and the Merchant as named above ("Merchant" "you"), Version Number 210927.01a and certifies the following: 1) You have received a copy of the MSA and agree on behalf of Merchant that Merchant is bound by all terms and conditions contained therein and as may be modified or amended pursuant to those terms; 2) You understand that IF MERCHANT SUBMITS A TRANSACTION TO FORTE HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE MERCHANT SERVICES AGREEMENT; 3) All information provided in this Application and supporting documents is true and accurate; 4) If utilizing Forte's Verification and/or Authentication Services, Merchant will use those services for a purpose that is permissible under section 604(a) of the Fair Credit Reporting Act and will follow proper procedures for adverse notifications to its customers, as provided in the MSA; 6) All beneficial ownership information provided in this Application is true and accurate and will be updated with Forte upon any changes thereto.

Signature ____________________ Printed Name Title Date

CSG Forte Office Use Only			App ID
Partner Name	Partner ID **235111**	Sales Rep Name	Sales Rep ID **236800**

Version 210927.01a

csgforte

Merchant Application

Pricing & Services
(Select all that apply)

Credit Card

☑ Flat Rate MC/V/DISC

2.14 % Discount/Keyed Discount Rate

$ 0.24 Per Item Fee

☐ Interchange+Dues+Assessments MC/V/DISC

______ % Discount Rate

______ Per Item Fee

☐ Tiered MC/V/DISC (Dues & Assessments Are Added)

______ % Debit Card Discount Rate

______ % Qualified Discount Rate

______ % Mid-Qualified Discount Rate

______ % Non-Qualified Discount Rate

______ Per Item Fee

☑ American Express Flat Rate

2.90 % Discount Rate

$ 0.24 Per Item

______ Existing AMEX MID

☐ Other Fees

______ Monthly Statement Fee

$ 25.00 Per Chargeback Fee

$ 0.35 Funding Fee (Per Batch)

______ PCI Monthly Fee

______ PCI Non-Compliance Fee

☐ Account Updater

______ Monthly Fee

______ Per Item Fee

Day of the Week to Run **Select**

*Recommend Run to Be Three Days Before Scheduled Payment

eCheck/ACH

☐

______ Debit Transaction Fee

______ % Debit Discount Fee

______ Credit Transaction Fee

______ % Credit Discount Fee

______ Return/Reject Per Item Fee

______ Monthly Fee

$ 0.35 Funding Fee (Per Batch)

$ 25.00 Per Chargeback Fee

☐ Forte Validate

______ Per Item Fee

______ Monthly Fee

☐ Forte Validate+

______ Per Item Fee

______ Monthly Fee

Other Fees

$35.00	Bank Change	$55.00	Per Recall
$35.00	Early Funding	$35.00	Per Reversal
$35.00	WSUPP Retrieval Request		Set Up Fee

☑ Gateway

Per Item Fee ______

Monthly Fee $ 14.95

Be sure to include your VAR sheet or equivalent credit card tear sheet received from your current credit card processor.

Version 210927.01a

MERCHANT SERVICES AGREEMENT

1. GENERAL
CSG Forte Payments, Inc. (“FORTE”) provides payment processing and related services including but not limited to Automated Clearing House (“ACH”), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to FORTE’s customers (“Merchant(s)”) engaged in the business of selling goods or services to customers that may be businesses or Consumers. The Merchant Services Agreement (“Agreement”) shall consist of these terms and conditions, each of the Appendices attached hereto, if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, which may be amended from time to time in accordance with the terms and provided herein, Merchant will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Merchant and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Merchant at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by reference.

2. USE LICENSE.
2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable limited license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE and which may be amended from time to time in accordance with the terms and provided herein.
2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise prohibited by FORTE, FORTE’s financial institution or an applicable Payment Association or other regulatory body.
2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Merchant nor any of its Users or Affiliates shall reverse engineer, decompile or disassemble the Proprietary Property.
2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP
3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the “Proprietary Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Laws.
3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to Merchant, even when refinements and improvements result from Merchant’s request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant’s agreement to the terms of this Agreement or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its Users or Affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its Users or Affiliates may have in and to such refinements and improvements.
3.3 All reference to any of FORTE’s service marks, trademarks, patents or copyrights, or those of FORTE’s partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. TRANSACTION PROCESSING SERVICES.

4.1 Accepting Transactions. FORTE shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. FORTE is responsible only for processing Transactions that are received by FORTE in the proper format, pre-approved by FORTE and on a timely basis.

4.2 Identifying Numbers. Merchant understands and agrees that FORTE may rely solely on identifying numbers provided by Merchant to determine the bank and/or account related to each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name.

4.3 Processing Limits. FORTE may impose a cap on the number or dollar amount of Transactions it will process for Merchant. These limits may be adjusted as part of FORTE's standard risk management processes. If Merchant exceeds the established limits, FORTE may temporarily suspend Transaction processing and/or temporarily hold the funds that are in excess of the established limits. Should FORTE place a hold on Merchant's account due to a Merchant exceeding its limits, FORTE will provide Merchant with notice of the hold, including the reason for the hold.

4.4 Receiving Reports and Transaction Result Files. Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. Merchant is responsible for communicating with FORTE's systems to receive daily reports, settlement files and/or Transaction results. FORTE is under no obligation to transmit this data to Merchant.

4.5 Modifying Transactions.

4.5.1 At Merchant's request, FORTE will make reasonable efforts to reverse, modify, or delete a Transaction after it has been submitted by Merchant prior to being submitted to the applicable Payment Network. All requests must be made by an individual pre-authorized by Merchant to make such requests, and timely delivered to FORTE.

4.5.2 Merchant agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of FORTE's inability to accomplish the requested modification or deletion before the Transaction has been submitted to the applicable Payment Network. Further, Merchant acknowledges that once a Transaction is submitted to the applicable Payment Network, it cannot be modified or deleted.

4.6 Rejecting, Delaying or Returning Transactions. FORTE may reject, delay or return any Transaction without prior notification to Merchant for any reason permitted or required under any applicable Laws or Rules, or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized. FORTE shall have no liability to Merchant by reason of the rejection, delay or return of any such Transaction. FORTE shall make available to Merchant details related to any such Transaction and FORTE may retransmit a returned or rejected Transaction at Merchant's request but shall have no obligation to do so.

4.7 Reserve.

4.7.1 FORTE may require a security deposit or Reserve (as defined in Appendix A) to process Transactions for Merchant. The Reserve may be used by FORTE to offset any returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant. Should FORTE determine that a Reserve is required, FORTE will provide Merchant notice in writing, including email, regarding amount required and form of collecting the Reserve. Merchant authorizes FORTE to make withdrawals or debits from funds available in the Reserve, without prior notice to Merchant, at such times and in such amounts as may be necessary to fulfill Merchant's obligations under this Agreement. Merchant also understands and agrees that such funds from the Reserve will be held in a non-interest-bearing account with FORTE's ODFI and, as such, FORTE shall not be responsible to Merchant for any interest on such funds. The Reserve amount may be revised based on periodic review of Merchant's financial condition, Transaction volumes, Transaction amounts and return ratios resulting in a greater or lesser Reserve amount. Merchant will be notified of any such revision.

4.7.2 The Reserve may be funded through (a) direct payment by Merchant or (b) a percentage of the Transactions settled on Merchant's behalf (i.e., a "Rolling Reserve").

4.7.3 The Reserve funds shall be held by FORTE for a minimum of ninety (90) calendar days beyond the date of the last item processed by FORTE on Merchant's behalf. In the event FORTE has reason to believe that (a) Merchant has acted in a fraudulent manner with regard to its account with FORTE or any Transaction processed through FORTE's systems; or (b) Merchant has not obtained proper authorization for one or more Transactions; or (c) Merchant will not be able to meet its obligations to FORTE; or (d) FORTE is at risk of incurring additional expenses/potential losses in relation to Services provided to Merchant pursuant to this Agreement, FORTE may extend the hold on Merchant's Reserve funds up to two (2) years from the last Transaction activity date or the maximum time allowed by applicable Laws or Rules upon written notice to Merchant (including electronic mail) at the contact information FORTE has on file for Merchant's account. After expiration of the hold time period and, subject to any extension(s) hereunder, FORTE will then attempt to release the Reserve funds to Merchant less any fees and/or any other amounts owed to FORTE using the bank account information FORTE has on file for Merchant. It is Merchant's obligation to update FORTE with any change in bank account and/or to request release of the held funds. Should FORTE be unable to successfully credit the release of funds to Merchant's designated bank account after the hold time has expired, FORTE is obligated to escheat the funds held to the state in which Merchant is located per that state's escheatment laws less any applicable processing and/or handling fees.

4.8 Funding Hold. Should any of the following occur: (i) Merchant's account experiences funding issues, including but not limited to chargebacks or returned funding or billing; (ii) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on Merchant's account; or (iii) FORTE is required by Laws or at the instruction of ODFI or a Payment Network, FORTE reserves the right to place a funding hold on Merchant's processing account without prior written notice to Merchant. In the event FORTE places a funding hold on Merchant's account under the terms of this Section, FORTE will provide Merchant with notice of the hold and the reason for such hold so long as communicating such would not create a security risk or violate any legal obligation of FORTE. Any funds held under this Section will be treated as a Reserve and be governed by the terms of this Section 4.

4.9 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on Merchant's account; (ii) FORTE determines there is an irregularity in Merchant's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) Merchant is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to Merchant without prior written notice. In the event FORTE suspends Services to Merchant under the terms of this Section, FORTE will provide Merchant with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

4.10 Authorization. Merchant specifically authorizes FORTE to (i) to debit and credit Merchant's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as Merchant or by an entity with the same tax identification number as Merchant to collect any payment obligation owed to FORTE by Merchant hereunder. Further, Merchant authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. Merchant agrees that receipt by FORTE of funds from Merchant's customer shall constitute receipt of payment to Merchant, extinguishing such customer's payment obligation to Merchant (to the extent such obligation has not otherwise been extinguished) as if such customer had paid Merchant directly. If FORTE fails to fund Merchant's account in an amount corresponding to such customer's payment, Merchant's sole recourse shall be to FORTE, not the customer.

4.11 Data Security. FORTE shall implement and maintain an information security program that includes, at a minimum, industry standard administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of PII, as more fully defined in Appendix A; (ii) protect against any anticipated threats or hazards to the security or integrity of such PII; (iii) protect against unauthorized access to or use of PII that could result in substantial harm to any Consumer; and (iv) process, transmit, store and/or dispose of PII in a secure manner.

5. PRICING AND PAYMENT.

5.1 Payment for all utilized Services shall be in accordance with the fee schedule attached hereto as Exhibit H, as those fees may be amended by FORTE from time to time. Fees may be amended by FORTE with a minimum of thirty (30) days' notice and such amended fees will become effective on the designated effective date, which shall be no less than thirty (30) days from the date of the written notice to Merchant. Continued use of the Services on and after the designated effective date shall be deemed acceptance of the amended fees.

5.2 Forte reserves the right to impose a fee on Merchant's account due to Merchant's failure to comply with applicable Rules, Laws or regulations. Such non-compliance fee shall be assessed until such time as Merchant becomes compliant.

5.3 Fees shall be immediately due and payable upon receipt of Services unless otherwise agreed upon between the parties. Fees will be automatically debited from the designated bank account on or after the 10th of each month for the prior month's activity unless otherwise agreed between the parties.

5.4 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this Section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate the Agreement, which shall terminate Merchant's access to the Services in accordance with Section 18 below. Additionally, a $25.00 fee shall be assessed for any return of a debit processed to the designated bank account.

5.5 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of this Agreement, any amounts owed FORTE related to Services provided to Merchant, including but not limited to chargebacks or returns posted to Merchant's account, or any fees, fines or costs incurred damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under the Agreement.

5.6 In the event the funds in the designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

6. TAXES.

Each party is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) owed as a result of the processing relationship established hereunder and hold the other party harmless from all claims and liability arising from its failure to report or pay such taxes. Additionally, Forte will rely solely on Merchant to provide its proper entity name and corresponding federal tax identification number for submission to applicable taxing authorities. Merchant understands and agrees that it is liable for all ramifications from improper reporting to tax authorities unless such is based solely on Forte's actions or inactions.

7. REPRESENTATIONS AND WARRANTIES.

7.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning its Services except as may be specifically authorized, in writing, or set out herein.

7.1.1 FORTE hereby warrants that

its software solutions and Services will perform in accordance with their published specifications in all material respects.

7.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by Merchants is transmitted accurately.

7.2 Merchant's Representations and Warranties. Merchant represents and warrants to FORTE that:

7.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of Merchant (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) Merchant shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

7.2.2 Merchant agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on Merchant's behalf.

7.3 Mutual Representations and Warranties. Each party represents and warrants to the other that:

7.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network Rule or contract to which such party is subject.

7.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

7.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

8. CONFIDENTIALITY.

8.1 The parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to the Proprietary Property developed by, acquired by or licensed by FORTE. Each party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other party and Merchant will hold all Proprietary Property as defined herein confidential in perpetuity.

8.2 In the course of providing and receiving the Services, each party acknowledges that it may receive or have access to PII. as more fully defined in Appendix A). As such, each party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) as applicable, have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security.

8.3 Except with respect to PII, this Section 8 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

9. INDEMNIFICATION.

9.1 Each party shall defend, indemnify and hold harmless the other party against any third-party claims, lawsuits, or damages, including attorney's fees, of infringement of any copyright, patent, trademark or other similar intellectual property right of any third party in any country that the party distributes its products or services. In the event a party's product or service is held or is believed by that party to infringe, the indemnifying party shall have the option in its sole discretion, at its expense, to: (i) modify the product or service to be non-infringing; (ii) obtain for the indemnified party a license to continue using the product or service pursuant to any agreement it has with the indemnifying party, or (iii) terminate this Agreement in its

totality. The foregoing states the entire liability and exclusive remedies for infringement of intellectual property rights of any kind.
9.3 Subject to the limits of liability in Section 10, the foregoing indemnities shall survive termination of this Agreement and termination of any agreement between Merchant and FORTE when this Agreement continues in full force and effect following such termination.
9.4 The indemnifying party shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided that the indemnified party shall have the right to participate in any such litigation insofar as it concerns actions against it directly, including the right to select and retain counsel of its own choosing to represent its own interests at indemnified party's own expense.

10. LIMITS OF LIABILITY.
10.1. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE (WHETHER BASED ON TORT OR CONTRACT AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR SUCH PARTY'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE. UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY MERCHANT TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICE FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO MERCHANT'S CLAIM. FURTHER, FORTE WILL NOT BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS IN CONNECTION WITH ANY SERVICE IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.
10.2 No claim may be brought by Merchant or any User-or Affiliate of Merchant more than one (1) year after the accrual of the claim. The limitations of liability contained in this Section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.
10.3 Merchant acknowledges FORTE's ODFI is not liable for any action or failure to act by Merchant or FORTE and such ODFI shall have no liability whatsoever in connection with any products or services provided to Merchant by FORTE.

11. COMPLIANCE WITH RULES AND LAWS.
11.1 In performing its duties under this Agreement, each party agrees to comply with all applicable Laws and Rules including but not limited to those listed in Appendix A.
11.2 In performing its duties under this Agreement, each party agrees to comply, at its own expense, with all applicable Rules and Laws, including but not limited to industry-related data privacy and data security rules associated with the privacy and security of non-public Consumer financial information, including but not limited to, all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the PCI-DSS (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation.
11.3 Additionally, should a Payment Network or regulatory authority impose a fee or fine on Merchant for any violation of the Rules or Laws

or regulations by Merchant, such fee or fine may be charged to FORTE as a pass-through to Merchant. If any such fee or fine is charged to FORTE, Merchant shall reimburse FORTE for any such fees or fines.

11.4 FORTE bears no responsibility for any lack of compliance with these Rules and Laws by Merchant or its agent and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law or Rule.

11.5 Additionally, Merchant shall reimburse FORTE for any fees, fines or loss of funds imposed on FORTE for any violation of applicable Rules or Laws by Merchant.

11.6 In accordance with the United States Department of Treasury bureau of Financial Crimes Enforcement Network ("FinCEN") requirements, Forte will collect and conduct due diligence on Merchant's Beneficial Owners at onboarding. Merchant shall immediately notify FORTE of any subsequent changes in Beneficial Owners so that FORTE may conduct appropriate due diligence. Beneficial Owner as defined by FinCEN rules is referenced in Appendix A.

12. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.

Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. It is Merchant's obligation to regularly and promptly review all Transactions and other communications from FORTE and to promptly notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, Acquirer, Payment Network or financial institution. It is Merchant's responsibility to timely notify FORTE of any transfer of funds that Merchant believes was made without proper authorization or in error. Merchant agrees to provide FORTE with written notice of any discrepancy or failure immediately upon discovery, not to exceed five (5) business days. Failure to so provide notice of such erroneous or unauthorized Transaction shall be deemed an acceptance by Merchant and a waiver of any and all rights to dispute such failure or error. FORTE shall bear no liability and have no obligations to correct any errors resulting from Merchant's failure to comply with the duties and obligations stated herein.

13. FORTE SERVICE POLICY.

13.1 FORTE makes no representations or warranties concerning its Services except as may be specifically authorized, in writing, or set out herein. Merchant acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Service(s) as quickly as possible.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. USAGE.

14.1. Use Restricted to Non-Prohibited Purpose. Merchant agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security risk. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful or prohibited purposes. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action but is not required to do so.

14.2 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by Merchant through the Services. FORTE reserves the right to deny access to, or close any account Merchant has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action but is not required to do so.

14.3 User and System Security. Merchant shall ensure that its Users comply with all applicable requirements of this Agreement. Merchant is responsible for protecting the confidentiality of any and all passwords and credentials provided to Merchant by FORTE for the purpose of utilizing the Services or other forms of access to Merchant's accounts with FORTE. Merchant is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. Merchant expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

14.4 Use of Information and Data. Merchant acknowledges and agrees, on behalf of itself and its customers, that all information submitted by Merchant to FORTE in order for FORTE to provide the Services to Merchant or otherwise contributed by Merchant pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE or its affiliates for the purpose of providing the Services in compliance with all applicable Laws and Rules to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from Merchant as part of a Transaction or from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, Merchant agrees and acknowledges that FORTE (and/or certain of its affiliates) may use the routing numbers, account numbers and other PII submitted by Merchant as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its affiliates) fraud detection, account validation and verification, and/or other commercially available services.

15. AUTHORIZATION OF THIRD-PARTY SERVICE PROVIDER. If Merchant uses the Services through or in conjunction with a third-party service provider that is not a party to this Agreement, Merchant authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, Merchant authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

16. MERCHANT ACCOUNT REVIEW. In accordance with its standard risk and compliance processes, FORTE shall maintain the right to periodically review Merchant's account to ensure proper usage and updated information on the account. Merchant agrees to permit FORTE to conduct such a review and to cooperate fully with FORTE in conducting any such review of Merchant, its account and/or its use of the Services to verify that Merchant is using the services in compliance with this Agreement, applicable Law and all applicable security standards and requirements. Any confidential or proprietary information learned by FORTE or its authorized representatives during any such review shall be subject to the terms, conditions and limitations of Section 8.

17. CREDIT REVIEW AND DOCUMENTATION REQUIREMENTS. Merchant is on notice that FORTE will review Merchant's business and financial documentation and circumstances as part of its original underwriting of Merchant's account and FORTE may, from time to time after initial approval, review Merchant's account thereafter. Merchant agrees to fully cooperate with FORTE's reasonable requests for additional information and/or documentation through any such process. Further, Merchant authorizes FORTE to (i) authenticate Merchant's ownership of the bank account provided to FORTE for use in providing Services; (ii) to access information stored with any credit reporting or investigative agency to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement. Subsequent investigative reports or inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

18. VOLUME AND FINANCIAL RE-EVALUATION.
FORTE reserves the right to re-evaluate Merchant's account, including but not limited to Transaction volume, chargeback ratio, Merchant's current financial position and other risk indicators. FORTE may undertake such a re-evaluation as it deems necessary throughout the course of FORTE's business relationship with Merchant. Any such re-evaluation will be done in keeping with FORTE's standard risk prevention policies. Such re-evaluation may result in modification of the fee structure, reserve or termination of the Agreement between Merchant and FORTE.

19. TERM AND TERMINATION.
19.1 Term. The Agreement shall be effective upon the date an authorized signer of Merchant indicates Merchant's acceptance of the terms of the Agreement in writing, including by e-signature ("Effective Date"). The Agreement shall have an initial term of three years (3) years from and after the Effective Date ("Initial Term").
19.2 Termination for Convenience. After expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms ("Renewal Term") unless either party provides written notice of to the other party of its intent to terminate not less than thirty (30) days prior to expiration of the Initial or a Renewal Term. Merchant's account will be closed at the end of the then-current billing cycle.
19.3 Termination for Cause. Either party may terminate this Agreement at any time if the other party is in material breach of the Agreement and fails to cure the breach within thirty (30) days of written notice describing the breach in reasonable detail. Either party may immediately terminate this Agreement without prior notice if the other party violates any Rule or applicable Law.
19.4 RESERVED.
19.5 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) FORTE reasonably determines that Merchant has violated any material term, condition, covenant, or warranty of the Agreement; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business for which FORTE is prohibited from providing the Services; (iv) Merchant is using the Services for a purpose other than a permissible use; (v) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on Merchant's account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss; (vi) FORTE reasonably determines that Merchant is the subject of a government investigation that is likely to impact Merchant's receipt of the Services; (vii) FORTE is instructed to terminate by a financial institution (including but not limited to an ODFI), Acquirer or Payment Network; or (viii) provision of the Service is prohibited by any Laws, Rules, regulations or orders, including those of the United States Department of Treasury Office of Foreign Assets Control (OFAC) or by any FORTE internal policy that materially effects FORTE's ability to provide the Services under the terms of this Agreement.
19.6 Payment by Third Party. When Merchant's fees for the Services are paid by a third party, if the third party fails to make payment in accordance with the terms of its agreement with FORTE, FORTE may (i) immediately suspend or terminate Merchant's access to the Services until payment is received or (ii) seek payment from Merchant directly pursuant to FORTE's then-current payment terms, in order to continue servicing Merchant.
19.7 Post-termination Rights and Obligations. Upon the effective date of termination of the Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any Transactions processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination.

20. AMENDMENT OR MODIFICATION OF TERMS.
Unless otherwise provided for in this Agreement, FORTE reserves the right to amend the terms of this Agreement upon at least thirty (30) days' written notice to Merchant. Merchant's continued use of the Services after the designated effective date of such amended terms shall indicate Merchant's acceptance of the new terms. The terms and conditions under this Agreement are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or regulation.

21. ASSIGNMENT.
The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sublicense or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant but shall provide reasonable notice of such assignment to Merchant.

22. NOTICE.
Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

23. NO AGENCY; EXCEPTION.
Merchant and FORTE are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement; provided, however, as further provided for in Section 4.10, FORTE will be acting solely on Merchant's behalf as Merchant's agent to the extent FORTE collects and disburses funds electronically to and from Merchant's customers on Merchant's behalf. FORTE will NOT be acting as an agent or contractor for Merchant's customers in any capacity while performing the Services for Merchant.

24. GENERAL PROVISIONS.
24.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon Merchant's acceptance of the terms of this Agreement and FORTE's approval.
24.2 Governing Law. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Delaware without reference to choice of law rules. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.
24.3 Force Majeure. Neither party will be held liable for any damages, delay or failure to perform any of its obligations under this Agreement if such damages, delay or failure is due to circumstances beyond the reasonable control of such party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, strikes and governmental acts or orders or restrictions. The party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event. Nothing herein shall relieve a party from its payment obligations for Services rendered.
24.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.
24.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and

will not act to amend or negate the rights of the waiving party.

24.6 Entire Agreement. This Agreement, including the Merchant Application and any applicable appendices, constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) a person authorized to bind Merchant indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (2) such authorized person consents and intends to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A
DEFINITIONS

Account Controller. "Account Controller" means an individual with significant responsibility to control, manage, or direct a Merchant, including an executive officer or senior manager (e.g., a Chief Executive Officer, Chief Financing Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer); or any other individual who regularly performs similar functions.

ACH Network. "ACH Network" or "Automated Clearing House Network" is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. "Acquirer" means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their agent(s) to submit Transactions to a Payment Network.

Affiliate. "Affiliate" means a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent. "Agent" means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Beneficial Owner. "Beneficial Owner" any individual, group of individuals, or entity that, directly or indirectly, owns 25% or more of the equity interests of a Merchant.

Business Banking Day. "Business Banking Day" means Monday through Friday excluding banking holidays.

Confidential Information. "Confidential Information" may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing party, any business or financial information directly or indirectly related to the disclosing party's company(ies) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing party's products and services that is not generally available to the public.

Consumer. "Consumer" means a person who purchases goods or services.

CPA. "CPA" or "Canadian Payment Association" is responsible for operating the two (2) primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating rules for the Canadian payment networks.

Chargeback. "Chargeback" means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Credit Entry. "Credit Entry" is an ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry. "Debit Entry" is an ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws. "Laws" means all international, national, regional and local regulations or laws which are applicable to the services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act ("BSA"), Fair Credit Reporting Act ("FCRA"), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control ("OFAC") and similar restrictions under US law, executive order, regulation or rule (collectively, "Export Laws"), and Fair Credit Reporting Act and USA Patriot Act.

NACHA. "NACHA" or "National Automated Clearing House Association" is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. "ODFI" or "Originating Depository Financial Institution" is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. "Originator" means a Merchant who has contracted with FORTE to initiate ACH entries, on Originator's behalf, to the ACH Network.

Payment Network. "Payment Network" means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA. May also be referred to as "Payment Association".

Payment Network Resources:
VISA Regulations (from VISA website): https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
MasterCard Rules (from MC website): https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html
Discover rules (from Discover website): http://www.discovernetwork.com/merchants/index.html
American Express Merchant Operating Guide: http://www.americanexpress.com/merchantopguide
NACHA: www.nacha.org

PCI-DSS. "PCI-DSS" or "Payment Card Industry Data Security Standard" means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information. "Personally Identifiable Information" or "PII" means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer's physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver's license numbers and/or other government issued numbers. PII includes "Personal Data" as commonly defined by privacy laws.

RDFI. "RDFI" or "Receiving Depository Financial Institution" is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts the Transactions to the accounts of Receivers (defined below).

Receiver. "Receiver" means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. "Reserve" means a specific amount of money that is held in the Merchant account to be used by FORTE to offset amounts owed to

FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to Merchant’s Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transaction. “Transaction” means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to, payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant’s systems, by using Merchant’s access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B
ACH/EFT PROCESSING SERVICES

1. Description of Services. FORTE shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network on Merchant's behalf. For Debit Entries, FORTE shall first originate each debit transaction through its ODFI to the ACH/EFT Networks for withdrawal from the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with FORTE's ODFI and scheduled for settlement to Merchant. For Credit Entries, FORTE will submit each Credit Transaction to the end-of-day settlement process and then schedule each transaction for Origination. On the date scheduled, each Credit Transaction is then originated through FORTE's ODFI to the ACH/EFT networks for deposit to the Receiver's account.

2. Holding of Funds. The standard hold time of Merchant's funds for settlement of Debit transactions and origination of Credit transactions is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by FORTE and supporting documents. FORTE may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request.

3. Settlement and Finality.

3.1 At the close of each Business Banking Day, FORTE will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, FORTE will initiate a Settlement transaction to Merchant's Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

3.2 In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at FORTE's discretion.

4. Transaction Authorization.

4.1 Receiver Authorization. Merchant shall obtain authorization from Receiver prior to originating a Transaction to Receiver's account. Merchant shall retain proof of customer(s)' and/or Receiver's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

4.2 Revoked Authorization. Merchant shall cease initiating Transactions to a Receiver's account immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver's account only upon receiving new authorization from Receiver.

5. Provisional and Final Payment. Merchant, Merchant's third party senders, and/or Merchant's agent(s) acknowledge receipt of notice that for Entries transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and the Merchant will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of the Merchant concerning the Entry are governed by and construed in accordance with the laws of the State of Texas, unless Merchant and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6. Chargebacks.

6.1 Merchant will be charged a chargeback fee as specified on the fee schedule, on a per occurrence basis, for every Chargeback posted to Merchant's account.

6.2 Using limits established by a Payment Network as a standard for review, FORTE reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits, as specified by the applicable Rules.

6.3 FORTE will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services.

6.4 In compliance with the Rules, Merchant authorizes FORTE to provide to ODFI and Payment Networks with Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits.

6.5 Merchant acknowledges FORTE's right to reimbursement of any chargebacks or returns that post to Merchant's account that FORTE is unable, for any reason, to debit from Merchant's bank account.

APPENDIX C
U.S. CARD PROCESSING SERVICES

1. Certain Merchant Responsibilities.

1.1 Merchant agrees to participate, and to cause Merchant's Agent, to participate, in the Associations in compliance with, and subject to, the by-laws, Rules and operating guidelines of each Association (see Appendix A – Payment Association Resources). Merchant also agrees to comply with all Laws. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, American Express and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Merchant's software providers and/or equipment providers.

1.2 If appropriately indicated on Merchant's application attached hereto, Merchant may be a limited-acceptance Merchant, which means that Merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the applicable operating Rules, or regulations and applicable law as they may relate to limited acceptance. Merchant, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

1.3 Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Merchant, or for purposes related to financing terrorist activities.

1.4 Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

1.5 Merchant understands and agrees that should it process credit card Transactions in excess of $100,000,000 annually, it may be required to enter a processing agreement directly with the Acquirer. The terms of this clause may be revised unilaterally by FORTE based on any changes to requirements by the applicable Acquirer or Payment Association(s).

2. Merchant Prohibitions.
Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Merchant, v) disburse funds in the form of cash unless Merchant is dispensing

funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Merchant), or Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Merchant, or ix) submit a transaction that represents collection of a dishonored check. Merchant further agrees that, under no circumstance, will Merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement.
Upon receipt of Merchant's sales data for card transactions through FORTE's Services, Acquirer will process Merchant's sales data to facilitate the funds transfer between the various Associations and Merchant. After Acquirer receives credit for such sales data, Acquirer will fund Merchant, either directly to the Merchant-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Merchant agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Merchant, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Merchant. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless a Merchant-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Merchant if settled to Merchant-owned account or debited from the FORTE Designated Account if settled to that account.

4. American Express Card Acceptance.
4.1 Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide. All capitalized terms found in this Section 4 shall have the attributed meaning from the Operating Guide.

4.2 Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

4.3 Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

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

4.5 Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.
- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

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

4.7 Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting

Authorization or submitting Transactions (or both).

4.8 Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

4.9 Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

4.10 Any and all Cardmember Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

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

4.12 Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third-party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

4.13 Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

4.14 American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT 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.

APPENDIX D
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Merchant. Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Merchant understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Merchant is declining based on other grounds and/or information. Further, if Merchant does decline services to a FORTE approved consumer or customer based on alternate information, Merchant shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Merchant shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Merchant wants to verify.

3. Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX E
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of Merchant's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.

2. **Merchant Requirements for Account Updater Participation.**
    a. Merchant must be properly established and registered in the United States.
    b. Merchant must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
    c. Merchant must be in compliance with all Card Association Operating Regulations.
    d. Merchant must submit inquiries only for those account with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
    e. Merchants may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
    f. Merchant must not submit inquiries on behalf of any other entity.
    g. Merchant assumes all risk associated with the use of the Account Updater Service. Forte shall have no liability whatsoever to Merchant for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX F
FEE SCHEDULE

See Merchant Application

Such Fee Schedule is executed and attached to the Merchant Application and incorporated herein by reference.

APPENDIX G
EQUIPMENT SCHEDULE

See Merchant Application

If Applicable, such Equipment Schedule is attached to the Merchant Application and incorporated herein by reference.

LIFEQUEST SERVICES

BANKING AUTHORIZATIONS

OVERVIEW

LifeQuest Services is dedicated to offering our partners the best possible results and revenue. Our banking process allows funds to flow to your service in an efficient and timely manner. In the following sections you will be asked to provide vital information to establish necessary banking transactions.

- Client Information
- Automated Clearing House (ACH) / Electronic Funds Transfer (EFT)
- Account Minimum Balance
- Statements
- Deposits and Refunds
- Authorized Signers

Please contact your Client Services Representative with any questions and they will be happy to assist you.

CLIENT INFORMATION

Name to use on account. Check all that apply: (**Please print all information**)

☑ Client Legal Name: Sawyer County Ambulance Department

☑ Alternate Name: Sawyer County

Client's Mailing Address: 10610 Main Street, Suite 10, Hayward, WI 54843
Number & Street City State Zip

Tax ID Number: ______________________

LifeQuest Services will establish an account for the Client to be held in:
Bank: Hometown Bank
Bank Routing Number: 075906854
Bank Account Number: ____________ (LifeQuest will provide this number)
Branch: Fond du Lac, WI
Address: 80 Sheboygan Street City: Fond du Lac State: WI Zip: 54935-4333

AUTOMATED CLEARING HOUSE (ACH) / ELECTRONIC FUNDS TRANSFER (EFT)

LifeQuest will set up your Hometown checking account as an Electronic Funds Transfer. Upon the completion of month end reconciliation your funds are credited to your bank account the next business day. LifeQuest Services monthly revenue fee will be transferred to LifeQuest Services at that time. Online information regarding this can be found at https://www.nacha.org/what-is-ACH.

☑ Yes. We agree to have our Hometown checking account established with the Electronic Funds Transfer (EFT) process as stated in the above paragraph.

☐ No. We do not agree to the EFT process as stated above.

BANKING AUTHORIZATIONS

Client authorizes LifeQuest Services to initiate Electronic Fund Transfers from Client's Hometown Bank Account and hereby pre-approves the transfers to both 1 and 2: ☑ Yes ☐ No

1. Client's Bank Operating Account at :

   Bank Name: ______________________________

   Routing Number: ______________ Account Number: ______________

   Service's Contact Name: ______________________________

   Area Code & Phone Number: (____) ______________ Ext: ________

   Email to send EFT Transfer Confirmation: ______________________

   LifeQuest Services requests that you provide a copy of a voided check for the above account so the bank is able to process and verify all information.

2. LifeQuest's operating account at Hometown Bank for payment of services rendered.
   Note: Transfer to any account other than the above stated in 1 and 2 requires client approval.

ACCOUNT MINIMUM BALANCE

LifeQuest Services recommends a $1,000.00 minimum balance in your Hometown Bank account to allow for credit card fees, refunds, and NSF checks. LifeQuest Services is offering two options to assure your Hometown Bank account will have sufficient funds to cover credit card fees and NSF checks.

Please choose one option:

☐ Client will provide a $1,000.00 check made payable to their account at Hometown Bank.

☐ Client would like to utilize month end revenue to cover the $1,000.00 with customization available based upon request and refunds.

STATEMENTS

Client authorizes LifeQuest Services to receive a copy of its Hometown Bank Statements for this account. ☑ Yes ☐ No

To access your account online, please contact:

Lindsay Vander Grinten
Hometown Bank
Phone: 920-907-6508
Email: LVanderGrinten@htbwi.com

BANKING AUTHORIZATIONS

DEPOSITS AND REFUNDS

LifeQuest Services is hereby authorized as the Billing Agent for the above Client to sign checks drawn on the Client's Hometown Bank account for refunds and to endorse instruments requiring a signature of the Client for deposit into the Client's Hometown Bank account. Authorized signatures/endorsements include LifeQuest Services Officer, CEO, CFO, VP, designated managers and authorized signer(s) from the Client listed below. ☑ Yes ☐ No

AUTHORIZED SIGNERS

Please list the three authorized signers on Client's Hometown Bank account and provide a **copy of their Driver's License** on a separate sheet.

Note: Hometown Bank requires Social Security numbers as part of their verification and setup process. To ensure privacy standards are upheld, you do have the option of calling the bank directly with the numbers at 920-907-0894.

Please Print:

____

First Name MI Last Name Title Area Code/Telephone Number

Social Security # ____ ____ ____ - ____ ____ - ____ ____ ____ ____

Please Print:

____

First Name MI Last Name Title Area Code/Telephone Number

Social Security # ____ ____ ____ - ____ ____ - ____ ____ ____ ____

Please Print:

____

First Name MI Last Name Title Area Code/Telephone Number

Social Security # ____ ____ ____ - ____ ____ - ____ ____ ____ ____

This authorization is to remain in effect until Hometown Bank and LifeQuest Services have received written notice from this account holder or account holder's representative of its revocation. This notification must be received five (5) business days prior to its effective date.

I, ______________________________, am authorized to designate signatories on accounts in such depositaries as listed above for the specific purpose so designated and to pre-authorize EFT transfers. This authorization is effective on the ______day of _____________, 20 _________. (day, month, year)

Client Legal Name: ____

Signature & Title of Authorized Person: ______________________________