

City of Ramsey
Agenda
City Council Work Session
Tuesday March 22, 2011
5:45 pm
Lake Itasca Room 7550 Sunwood Drive NW

1. **Call to Order**
2. **Topics for Discussion**
 1. Contract for Credit Card Services
 2. Presentation on Housing Report by Anoka County Community Development
 3. Councilmember Ward Residency Requirement
3. **Future Topics for Discussion - *See Attached Calendar***
 1. Review Future Topics/Calendar
4. **Mayor/Council/Staff Input**
5. **Adjournment**

Date: 03/22/2011

By: Diana Lund
Finance

Information

Title:

Contract for Credit Card Services

Background:

The Finance Committee met on February 22, 2011 and were presented with the costs associated with the city accepting credit cards for payments (summary is attached). The data presented was based on last year's revenue collections in the city and a "what if" costs if a certain percentage of customers would have paid via credit card. The associated fees would amount to approximately \$13,500 annually. This amount could be higher or lower based on actual usage.

Three credit card firms were presented - those firms that offered the capability of being able to interface with the City's utility billing system (OPUS 21). The finance committee made the recommendation to choose RevTrak who offers utility billing interfacing and web store capabilities. The finance committee also made the recommendation that the associated credit card fees would be absorbed by the city as part of the costs of doing business.

RevTrak will be attending the worksession to present their contract for proposed credit card services and how the credit card process will work for processing payments related to utility bills, permits, special assessments, etc. OPUS 21 will also be present at the worksession to summarize the current process they use in processing utility billing payments via credit card. As the city has over 8,600 utility billing customers, a large focus of the credit card usage will be attributed to utility payments.

RevTrak only offers a monthly contract with a 1.99% "swiped" rate and \$.35 per item. Staff had concerns regarding the possibility of an interest rate changing monthly. RevTrak, who currently contracts with 52 cities, (listing attached) gave the example of Shoreview. They begin credit card services with Shoreview in 2002 with a 1.99% "swiped" rate and \$.33 per item. As of today, they are still charging the 1.99% "swiped" rate and \$.35 per transaction. RevTrak would need two weeks for implementation with the city and Opus 21 four weeks.

A consent item for contract approval with RevTrak has been added to the March 22 City Council meeting if council is in agreement at the worksession.

Funding Source:

Applicable credit card expenses will be expensed to respective funds. For example: any utility payments will be charged against the respective enterprise fund of water, sewer, street light, recycling or storm, assessment payments charged to the Public Improvement Revolving Fund, etc.

Council Action:

Further discussion regarding the city's acceptance of using credit cards and respective contract with RevTrak based on the Finance Committee recommendation of February 22, 2011.

Attachments

Credit Card Analysis

RevTrak Contract

RevTrak MN City Listing

Form Review

Inbox

Kurt Ulrich
Form Started By: Diana Lund
Final Approval Date: 03/16/2011

Reviewed By

Kurt Ulrich

Date

03/16/2011 11:29 AM
Started On: 03/16/2011 07:36 AM

	Evalon	RevTrak
Credit Cards Accepted:		
VISA	YES	YES
MasterCard	YES	YES
American Express	YES	NO
Discover Card	YES	YES
Debit Cards	YES	YES
Types of Transactions Supported:		
In Person	YES	YES
Phone	YES	YES
Online	YES	YES
Reoccurring	YES	NO
System Interfacing Capability:		
Interface with Opus21	YES	Upload datafile
Interface with JDE	NO	NO
Interface with PIMS	NO	NO
Processing Fees:		
Qualified "Swiped" Transactions (VISA, MC, Discover)	1.74% + \$0.20	1.99% + \$0.35
Signature "Swiped" Debit (with VISA/MasterCard logo)	1.44% + \$0.20	1.99% + \$0.35
Reward Cards "Swiped" Debit (with VISA/MasterCard logo)	2.05% + \$0.20	1.99% + \$0.35
Partial Qualified "Keyed" or "Online" Credit Card & Signature Card (VISA, MC, Discover)	2.35% + \$0.20	2.79% + \$0.35
American Express	2.89% + \$0.10	NA
Basic Monthly Fee	NA	\$ 49.95
Monthly Statement Fee	\$ 8.00	NA
Operator Assistance Fee	\$0.90/occurrence	NA
Automatic Response Authorization by Phone	\$0.75/occurrence	NA
Bank Referral Fee	\$4.00/occurrence	NA
Minimum Monthly Processing Fee	\$ 25.00	NA
Access to Online Merchant Account	\$15.00/month	NA
NSF Fee	\$ 20.00	NA
Chargeback Fee	\$ 25.00	NA
Monthly Virtual Merchant Gateway Fee	\$ 5.00	NA
Setup and Annual Fees		
One-Time Setup	\$ 100.00	NA
Annual Compliance Fee (Dial-up Terminal)	\$ 55.00	NA
Annual Compliance Fee (Internet Terminal)	\$ 175.00	NA
Application Fee	\$ 50.00	NA
Annual Validation Fee	\$ 35.00	NA
Terminal Pricing		
POS Terminal (price per terminal)	\$ 699.00	\$ 89.95
Virtual Merchant (PC-Based w/unlimited users)	\$ 978.00	NA

Month	Total Amount Transactions	Total No. of Transactions	REVTRAK			EVALON		
			Processing Fees ***	Monthly Fees	Total Fees	Processing Fee *	Monthly Fees	Total Fees
January	\$ 1,391.31	6	\$ 35.35	\$ 49.95	\$ 85.30	\$ 27.57	\$ 28.00	\$ 55.57
February	5,214.91	37	137.59	49.95	187.54	106.22	28.00	134.22
March	2,686.37	14	69.10	49.95	119.05	53.71	28.00	81.71
April	15,622.81	71	398.24	49.95	448.19	310.25	28.00	338.25
May	2,617.25	24	70.95	49.95	120.90	54.40	28.00	82.40
June	727.38	8	20.18	49.95	70.13	15.38	28.00	43.38
July	739.71	5	19.43	49.95	69.38	15.02	28.00	43.02
August	3,563.32	22	92.86	49.95	142.81	71.92	28.00	99.92
September	5,860.58	38	153.37	49.95	203.32	118.66	28.00	146.66
October	6,745.29	18	167.51	49.95	217.46	131.42	28.00	159.42
November	13,082.28	52	330.87	49.95	380.82	258.31	28.00	286.31
December	1,995.78	7	50.15	49.95	100.10	39.22	28.00	67.22
Annual Total	60,246.99	302.00	1,545.60	599.40	2,145.00	1,202.08	336.00	1,538.08
One-time Setup Fees					-			150.00
Equipment					180.00			1,060.00
Annual One-Time Fees					-			210.00
Total 2011 Estimated Expenditure (Based on 2010 volume)					\$ 2,325.00			\$ 2,958.08
Estimated Volume Increase **	127,772.56	211.00	3,127.61	-	5,551.70	2,463.49	-	6,575.77
Adjusted 2011 Utility Forecasted Expenditure	188,019.55	513.00			\$ 7,696.71			\$ 8,113.85
* For analytical purposes, Evalon's tiered rates were averaged at 1.895% and did not include American Express ** Represents the increase from 2010 total transactions based on a total of 5% of total revenues paid by credit card *** For analytical purposes, RevTrak's two rates (1.99% and 2.79%) were averaged at 2.39%								
Non-Utility Charges, Fees, & Fines	2010 Revenue	Total No. of Transactions			Processing Fee 35% of Revenue			Processing Fee 35% of Revenue
Liquor On-Sale License	42,940.00	9.00			362.34			286.60
Liquor Off-Sale License	1,300.00	4.00			12.27			9.42
Non-Intoxicating Liquor License	200.00	1.00			2.02			1.53
Mechanical License	7,700.00	80.00			92.41			67.07
Pawnshop License	3,000.00	6.00			27.20			21.10
Cigarette Sales License	4,700.00	18.80			45.90			34.93
Refuse Haulers License	1,600.00	8.00			16.18			12.21
Motor Vehicle License	7,846.25	44.84			81.33			61.01
Peddlers License	2,855.00	28.55			33.87			24.65
Gasoline Sales License	3,600.00	14.40			35.15			26.76
Other Business License & Permits	3,935.00	240.00			116.92			74.10
Investigation Fees	1,203.00	13.00			14.61			10.58
Building Permits	227,885.75	613.00			2,120.81			1,634.05
Plumbing Permits	21,150.87	112.00			216.13			162.68
Animal License	825.00	67.00			30.35			18.87
Heating Permits	25,799.75	157.00			270.76			202.52
Conditional Use Permits	5,400.00	26.00			54.27			41.02
Sign Permits	1,375.00	14.00			16.40			11.92
Rental License	2,025.00	81.00			45.29			29.63
Fire Permits	2,365.80	73.00			45.34			30.29
Electrical Inspection Permit	15,437.50	196.00			197.73			141.59
Septic System Permits	14,440.00	70.00			145.29			109.77
Urban Sewer Permit	4,425.00	47.00			53.47			38.75
Urban Water Permit	4,675.00	48.00			55.91			40.61
Other Non-Business License & Permits	5,387.00	85.00			74.81			52.73
Rental Fees	1,850.00	19.00			22.13			16.07
Zoning and Subdivision Fees	1,325.00	39.00			24.73			16.59
Plan Checking Fees	92,494.09	11.00			777.56			615.67
Sale of Map & Publication	157.32	53.00			19.87			11.64
Assessment Searches	3,150.00	105.00			63.10			41.89
Accident Reports	1,272.05	516.00			191.24			111.64
Dog Impounds	5,060.00	33.00			53.88			40.16
Vehicle Lock-outs	3,440.00	172.00			88.98			57.22
Hunting Permits	505.00	63.00			26.27			15.95
Background Checks	70.00	7.00			3.04			1.86
Open Burn Permit	1,125.00	45.00			25.16			16.46
Plan & Specification Fees	7,030.00	105.00			95.56			67.63
Administrative Fines	4,050.00	154.00			87.78			57.66
Total Fees, Charges & Fines	533,599.38				5,646.06			4,214.82
Certification (10% of Certification \$)	20,000.00	200			237.30			172.65
Combined Adjusted 2011 Utility & City Fees, Charges, & Fines Forecasted Expenditure **					\$ 13,580.07			\$ 12,501.32

Not included is the cost for Bitwise (web designer) to configure online web store if Evalon is selected

Difference \$ 1,078.75

RevTrak Government Merchant Agreement

10800 Lyndale Ave S. Ste. 355
 Bloomington, MN 55420
 1-800-989-9653

Please fax signed application and voided check to 888-847-9948

INFORMATION	Corporate/Legal Name: Ramsey, City of (MN)			Contact Name: Denelle McAlpine		
	Address: 7550 Sunwood Drive NW			Contact Email: dmcalpine@ci.ramsey.mn.us		
	City: Ramsey			Contact Phone: (763) 433-9823		
	State: MN		Zip: 55303		State specifically merchandise type or the exact services offered: Utilities and other city related items.	
	SIC Code: 4900					
Fed Tax ID#:				Give specific comments concerning location: City administrative office.		
Bank Routing/Transit #:			Bank Account #:			

Fees	Qualified Card Present Transaction Discount	1.99% + 35¢ per transaction	Monthly Statement Web/Site License ^{sle} \$49.95	\$59.95
	eCommerce/MOTO/Other Transaction Discount	3.29% + 35¢ per transaction	Monthly Rental per Card Swipe (optional)	\$4.95
	Non-qualified Transaction Discount	3.49% + 35¢ per transaction	2.79% sle	

APPROVAL	<p>The parties hereto agree to abide by the terms and conditions contained in this Merchant Agreement. MERCHANT: The undersigned hereby authorizes RevTrak to investigate whether the officer listed below has the authority to provide such authorization and to execute this Agreement.</p> <p>Merchant hereby authorizes RevTrak to initiate credit and/or debit entries for amounts originating under the Merchant Agreement and the provision of related services, software and equipment (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account provided above. Attach Voided Check.</p>			
	<p>Sherrie Erdenberg REVTRAK, INC.</p>		<p>Digitally signed by Sherrie Erdenberg DN: cn=Sherrie Erdenberg, o=RevTrak, ou=Sherrie's Signature, email=se@revtrak.com, c=US Date: 2011.03.07 14:44:53 -06'00'</p>	
	<p>_____ Merchant:</p>		<p>⊗ _____</p>	
	<p>REVTRAK, Witnessed by Signature</p> <p>Sherrie Erdenberg</p>	<p>Date</p>	<p>Signature of Officer</p>	<p>Date</p>
<p>Print Name</p>	<p>Title</p>	<p>Print Name</p>	<p>Title</p>	

Visa Disclosure Page	<p>Visa Member Information: Meridian Bank Phone: 1-866-327-9199 92 Lancaster Avenue Devon, PA 19333</p>
	<p>The Visa Member is a principal party to the Agreement, and is the only entity authorized to offer or extend Visa products or services to the Merchant.</p>
	<p>The Visa Member is responsible for: Merchant education regarding pertinent <i>Visa U.S.A. Inc. Operating Regulations</i> with which the Merchant must comply. Settlement funds and providing these funds to the Merchant. All funds held back or in reserve from settlement.</p>
	<p>The Visa Merchant is responsible for: Ensuring compliance with the cardholder data security and storage requirements. Reviewing and understanding the terms of the Merchant Agreement. Complying with <i>Visa U.S.A. Inc. Operating Regulations</i>.</p>
<p>The responsibilities listed above do not supercede terms of the Merchant Agreement and are provided to ensure Merchant understands some important obligations of each party and that Meridian Bank is the ultimate authority should the Merchant have any problems.</p>	
<p>⊗ _____</p> <p>Signature of Officer</p>	<p>_____</p> <p>Date</p>

MERCHANT PROCESSING AGREEMENT TERMS AND CONDITIONS

THIS IS A MERCHANT PROCESSING AGREEMENT (together with the Application and the Operating Procedures Guide, the "Agreement") entered into as of the date set forth on the cover-page hereof (the "Effective Date") by and between, Meridian Bank, located at 92 Lancaster Avenue, Devon PA 19333 ("Member Bank"), RevTrak, Inc., a company with its principal place of business at 10800 Lyndale Ave., Suite 355, Bloomington, MN 55420 USA ("RevTrak") and the U.S. domiciled entity identified on the cover-page hereof ("Merchant").

BACKGROUND INFORMATION

Member Bank is a member of VISA U.S.A. Incorporated ("VISA"), MasterCard International ("MasterCard") and Discover Financial Services ("Discover") (each a "Card Association"). RevTrak processes financial Transactions for merchants in their relationships with banks including, without limitation, the facilitation and processing of bankcard payments by holders of VISA, MasterCard and Discover branded bankcards as well as ACH. Member Bank and RevTrak have entered into an agreement whereby RevTrak acts as Member Bank's agent and bankcard processor (Member Bank and/or RevTrak shall hereinafter collectively be referred to as "Processor"). Merchant desires to accept payments from its customers via Card Association branded bankcards for Merchant's goods and/or services and retains Processor to sponsor Merchant's acceptance of such bankcards and provide Merchant with bankcard processing and settlement services. Processor agrees to provide such services in accordance with the terms and conditions set forth herein. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. **Services; Operating Procedures Guide.** Processor agrees to provide to Merchant, at Merchant's U.S. locations identified in the Application (as defined below), (i) bankcard processing and settlement services for Card Association branded cards; and (ii) ACH Services (collectively, the "Services") in accordance with the terms and conditions of this Agreement and the Processor Operating Procedures Guide, the terms of which are incorporated into this Agreement by reference and made a part of this Agreement. Processor undertakes to deliver a copy of the Operating Procedures Guide to the Merchant concurrently with Processor's execution of this Agreement.

2. **Definitions.** Unless otherwise provided, the capitalized terms used in this Agreement have the meanings designated in the Operating Procedures Guide.

3. **Card Association Rules and Regulations.** ALL CARD TRANSACTIONS AND THIS AGREEMENT ARE SUBJECT TO, AND THE PARTIES AGREE TO BE BOUND BY, APPLICABLE CARD ASSOCIATION REGULATIONS, INCLUDING WITHOUT LIMITATION PCI DSS, AND ANY CHANGES TO THEM MADE BY A CARD ASSOCIATION FROM TIME TO TIME, WHETHER OR NOT ALL THE PARTIES HAVE BEEN NOTIFIED OF THOSE CHANGES. PROCESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION THEY MAY PROVIDE, IF ANY, TO MERCHANT REGARDING THE REGULATIONS FROM TIME TO TIME, AND DISCLAIMS ANY AND ALL LIABILITY FOR LOSSES INCURRED BY MERCHANT THAT IN ANY WAY ARISE OUT OF MERCHANT'S FAILURE TO COMPLY WITH THE REGULATIONS. IF THERE IS A CONFLICT BETWEEN THIS AGREEMENT AND THE REGULATIONS, THE ASSOCIATION REGULATIONS SHALL GOVERN.

4. **Fees.** The Fees to be charged by Processor to Merchant for the Services are set forth in the Application. The Discount Rate shall be charged on all new sales (i.e. sale Transactions not including "returns"). Processor may change Fees from time to time upon 30 days prior written notice to Merchant. The Fees set forth in the Fee Schedule do not include, and Merchant hereby agrees to pay and hold Processor harmless against, all fees, charges, penalties, fines, assessments and additional or increased costs of any nature that may be charged by the Card Associations or other third party, whether charged to directly or indirectly incurred by Processor in connection with matters contemplated by the Agreement, including without limitation, adjustment fees and interchange fees.

5. **Card Transactions.** In addition to the requirements for Card Transactions set forth in the Operating Procedures Guide and Association Regulations, Merchant agrees that it will not (a) deposit into its Bank Account any Sales Draft or Credit Draft for any Card Transaction between a Cardholder and an entity other than Merchant; (b) use the Services for any purpose that is illegal; (c) accept cash payments from a Cardholder for Card Transactions that have already been submitted to Processor; or (d) make a cash disbursement to a Cardholder arising out of a Card Transaction or any other use of a Card.

6. **Term.** This Agreement will be effective as of the Effective Date and will continue in effect for a term of one (1) month following such date (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for additional and successive one (1) month terms (each a "Renewal Term"), unless a party provides written notice to the other parties of its intent not to renew this Agreement at least 30 days prior to the expiration of the then current Term (a "Termination Notice"). The Initial Term, together with all Renewal Terms, if any, shall be referred to herein, collectively, as the "Term". If a party provides a Termination Notice to the other parties, this Agreement shall terminate on the expiration of the then current Term.

7. **Representation and Warranties.** Merchant makes the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in Application or any other document or communication delivered to Processor or its representatives in connection therewith or with this Agreement is true and complete in all material respects; (b) Merchant has the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject or by which Merchant's assets are bound; (d) Merchant has all required licenses, if any, to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (e) there is no action, suit or proceeding at law or in equity pending, or to the knowledge of Merchant, threatened, by or against or affecting Merchant which if adversely decided to Merchant would impair the right of Merchant to carry on its business substantially as now conducted or adversely affect its financial condition or operations in any material respect; and (f) Merchant is not now, nor shall it in the future, become engaged in any method of selling which is now or in the future set forth in the Operating Procedures Guide as an "Unacceptable Selling Method."

8. **Indemnity.** To the maximum extent allowed by law, Merchant agrees to indemnify, defend and hold harmless Processor, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card Transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) the failure of Merchant to comply with the provisions of this Agreement, Association Regulations or applicable federal, state or local laws and regulations.

9. **JURISDICTION; WAIVER.** MERCHANT HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN PHILADELPHIA, PENNSYLVANIA, GOVERNED UNDER THE LAWS OF SAID STATE; (B) SUBMITS TO THE JURISDICTION OF SUCH COURTS (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF PROCESSOR TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM); (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVES ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER MERCHANT; (D) CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO MERCHANT AT THE ADDRESS DESCRIBED ON THIS APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (E) WAIVES THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION.

10. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, (i) NO CLAIM MAY BE MADE BY MERCHANT AGAINST PROCESSOR OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY); AND (ii) THE AGGREGATE LIABILITY OF THE PROCESSOR UNDER THIS AGREEMENT, NOT INCLUDING AMOUNTS TO BE SETTLED TO MERCHANT IN RESPECT OF CARD TRANSACTIONS, SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO THE PROCESSOR HEREUNDER DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. MERCHANT HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

11. MISCELLANEOUS PROVISIONS.

a. Merchant shall not assign, subcontract, license, franchise or in any manner attempt to extend to any third party any right or obligation under this Agreement. Processor may assign any or all of its rights or obligations under this Agreement at any time without notice.

b. The prevailing party in any legal proceedings in an action arising from this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

c. This Agreement may be modified by Processor upon 30 days prior written notice to Merchant or by written agreement of all the parties hereto.

d. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. If the Merchant is or becomes the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or other similar proceeding, federal or state, voluntary or involuntary, under any present or future law or act, Merchant consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement, including specifically the stay imposed by §362 of the United States Federal Bankruptcy Code, as amended.

g. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval.

h. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

i. If there is any conflict between a part of this Agreement and any present or future Association Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Association Regulation, law or regulation.

j. All notices, including invoices, given in connection with this Agreement, shall be in writing and deemed received one week after deposit in first class United States mail, postage prepaid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on this Application.

k. Merchant shall be liable for all applicable taxes, except Processor's income taxes, required to be paid or collected as a result of this Agreement.

l. All obligations, warranties and liabilities of Merchant incurred or existing as of the date of termination of this Agreement, including without limitation, Merchant's obligations with respect to subsequent Adjustments or Chargebacks based upon Card Transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right of Processor to revoke credit as well as hold, retain, or set off against amounts due to Merchant, shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

m. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.




n. Processor specifically disclaims all warranties of any kind, expressed or implied, including warranties of merchantability. This Agreement is a service agreement and the provisions of the Uniform Commercial Code shall not apply to it.

o. Each party retains responsibility for the security of the Cardholder or Card Transaction information that it collects, stores or discloses.

RevTrak MN City Volume Pricing Program

Rates	
Monthly fee	\$59.95
In person (qualified swiped) transactions*	1.99% + 35¢ per transaction
Online, phone, and mail order transactions*	2.79% + 35¢ per transaction
Refunds (full or partial)	(1.99%) + 35¢ per transaction
Card reader (optional)	\$4.95/month (rent) or \$89.95 (purchase)

No hidden fees, no start-up costs, no minimum volumes.

What's Included
Web Store and Dashboard, hosted by RevTrak
Ability to issue refunds (full or partial) and voids
Merchant account**
Integrations with other software programs
Training for your staff
Full service setup of your RevTrak ® Web Store
Full service support (Monday through Friday, 7 a.m. – 5 p.m. CT)
Credit cards accepted:   

How To Get Started
Step 1: Call your RevTrak sales representative to request an application package.
Step 2: Return your completed application. Your application will be processed within 2 weeks.
Step 3: A RevTrak Business Development team member will coordinate the building of your Web Store.
Step 4: A RevTrak support specialist will install your integration (if applicable).
Step 5: A RevTrak Business Development team member will train your staff.

***Surcharges:** There are occasional cards or situations to which Visa/MasterCard applies a surcharge. The non-qualified transactions are 3.49%. The most common non-qualified transactions are corporate credit cards, some rewards cards, and credit cards issued in a foreign country.

****Merchant Account:** A merchant account provides the financial account to electronically process your payments and identifies your entity name to your customers. Visa requires each entity to maintain a merchant account in their name for the settlement of credit and debit card transactions. The gross amount of your transactions is sent to your bank daily by ACH on the 2nd business day after the batch is closed. Fees are billed and drafted from your account at the beginning of the next month. Your entity will receive a statement detailing activity from the previous month and all fees deducted.

Proposal to Use RevTrak for Online Payments



Who is RevTrak?

- A national online payment service provider in 36 states (since 1998)
- Currently serving over 800 clients nationwide, including 52 cities in Minnesota
- Listed on the PCI Compliant Service Provider List:

VISA Global List of PCI DSS Validated Service Providers

As Of 10/21/2010

The companies listed below were validated as being PCI DSS compliant by a QSA as of the "VALIDATION DATE". Service providers are required to revalidate their compliance to Visa on an annual basis, with the next annual Report on Compliance (ROC) due to Visa one year from the "VALIDATION DATE". ROCs that are from 1-60 days late are noted in yellow and ROCs that are from 60-90 days late are noted in red. Entitles with ROCs over 90 days past due are removed from this list. Entitles are listed in each Visa region where they have been registered by at least one client, including: AP - Asia Pacific, CEMEA - Central Europe / Middle East / Africa, LAC - Latin America / Caribbean, NA - North America - Canada / United States. Visa clients are responsible for and are required to use compliant service providers and to follow up with service providers directly if there are any questions about their compliance status.

List of Compliant Service Providers - All **VISA**

SERVICE PROVIDER	VALIDATION DATE	SERVICES COVERED BY REVIEW (1)	ASSESSOR	AP	CEMEA	LAC	NA
RevTrak, Inc	May 31, 2010	Authorization Payment Gateway	Coalfire Systems, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

How will RevTrak help the City? The following items are provided at NO charge:

- Provide a shopping cart solution, called the RevTrak Web Store
- Host the RevTrak Web Store on our secure online servers
- Program the RevTrak Web Store for all desired payments
- Maintain the RevTrak Web Store as needed (adding or changing items available for purchase)
- Publish links to your forms, and/or show you how to utilize Google Forms linked to the store
- Provide unlimited training
- Provide unlimited Tech Support
- Provide the City's PCI DSS Compliance

How will RevTrak help residents?

- Credit card payments may be made in person at the City's front desk, phone, mail, or online
- Payments may be for utilities, permits, licenses, fundraisers, shelter rental, etc.
- Residents make payments using Visa or MasterCard, credit or debit; and Discover
- Residents may fill out forms and make payments from the City's website (saving fuel, time and postage)
- Residents may check and pay a utility balance online (when integrated with a third-party vendor)

Why RevTrak?

- Because 52 other cities in Minnesota are satisfied clients
- RevTrak provides the entire solution, including the merchant account
- RevTrak Tech Support can handle most questions without involving City technology staff
- Funds are sent electronically in gross to the City's bank account from the credit card network, 2-3 business days after being processed
- Refunds: Full and partial
- All payments are guaranteed — RevTrak approves the transaction; the City will receive the money
- Tech Support: 97% of all calls to RevTrak Tech Support are answered *before* reaching the option to leave a message

What is our commitment if we move forward?

While the agreement states 12-months, RevTrak will release any client at any time before 12-months, upon request.

What is the implementation process?

Implementation requires 5-10 business days. It may take longer when coordinating with a utility billing third party.

RevTrak Contact Info:

Sherrie Erdenberg, Sales Rep, SE@RevTrak.com, (888) 847-3216, x3

Bruce Fladebo, National Sales Director, Bruce@RevTrak.com, (888) 847-9962

Subject: RevTrak MN Cities

Ada
Albert Lea
Albertville
Arden Hills
Arlington
Becker
Belle Plaine
Benson
Big Lake
Breezy Point
Burnsville
Centerville
Chatfield
Chisago
Columbia Heights
Crosby
Elko
Fairfax
Fairmon
Fergus Falls
Foley
Fosston
Gaylord
Goodview
Hutchinson (3 Entities)
Joint Powers Water
Jordan
Lake Crystal
Lindstrom
Luverne
Mahtomedi
Maple Lake
Mendota heights
Mora
New Richland
Newfolden
Norwood-Young America
Osseo
Rockford
Sabin
Sartell
Shoreview
Shorewood
St. Charles
St. Cloud
Stillwater
Thief River
Vadnais Heights
Victoria
Winsted

CC Work Session

Item #: 2. 2.

Date: 03/22/2011

By: Tim Gladhill
Community Development

Information

Title:

Presentation on Housing Report by Anoka County Community Development

Background:

Karen Skepper, Community Development Manager with Anoka County, will give a presentation on an updated housing report and other housing related resources for the City of Ramsey.

Observations:

Ms. Skepper will present on several subject matters, including:

- Neighborhood Stabilization Program (NSP) including properties purchased and sold in Ramsey
- Review of Community Development Block Grants (CDBG) and HOME programs available for Ramsey
- Available Anoka County HRA funds and eligibility including the Economic Development program
- Brief overview of the County-wide housing study recently released

Funding Source:

None required.

Council Action:

Based on discussion.

Form Review

Inbox

Aaron Backman

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 03/17/2011

Reviewed By

Aaron Backman

Kurt Ulrich

Date

03/16/2011 02:31 PM

03/17/2011 12:59 PM

Started On: 03/15/2011 03:48 PM

Date: 03/22/2011

By: Amy Dietl
Administrative Services

Information

Title:

Councilmember Ward Residency Requirement

Background:

Pursuant to City Charter Section 2.5 Councilmembers are required to reside in the City and if elected from a ward, per Charter Section 2.3, "...shall be a resident of the ward,...". Councilmember Jeffrey was elected from Ward Four but currently does not reside in Ward Four.

The issue then is whether or not a vacancy exists on the Council. City Charter Section 2.5 Vacancies provides as follows on determining a Council vacancy:

A vacancy in the council, whether it be in the office of mayor or councilmember, shall be deemed to exist in the case of the failure of any person elected thereto to qualify, or by reason of the death, resignation in writing filed with the city clerk, removal from office, non-residence in the city, conviction of a felony of any such person after his/her election, or by reason of the failure of any councilmember without good cause to attend council meetings for a period of three consecutive months. In each such case, the council shall, by resolution, declare the vacancy to exist and such vacancy shall be filled according to the provisions of section 4.5.

The question then remains how is residency determined? Minn. Stat. §200.31 provides that "residency" is determined based on a list of principles that may be applicable to the facts of each case. Attached is a League of Minnesota Cities' memo on the subject which defines residence based on Minn. Stat. §200.31.

Therefore, the City Council needs to make a determination based on evidence presented whether or not a vacancy on the City Council exists. The City Council procedure for making such a determination is to schedule a hearing at which time the affected councilmember can present testimony/evidence as to his ward residency status and the City can also present relevant testimony/evidence. Witnesses presenting testimony may be cross examined by the parties. One important responsibility of the City is to insure due process is given including reasonable prior notice of the hearing and its purpose. The City Council may want to consider having the hearing before a State of Minnesota Administrative Law Judge to insure there is no question about the fairness in the hearing process. A hearing examiner would draft Findings of Fact and give the City Council a recommended conclusion. The City Council would of course be able to accept or reject the Administrative Law Judge's conclusion.

If the City Council ultimately determines a vacancy does exist, City Charter Section 4.5 "Vacancy of municipal elected office" requires that if 365 days or more remain in the term of the office, as in the present case, there shall be a special election held within 90 days after the vacancy occurs in order to elect a successor to serve the remainder of the term.

If the City Council determines to proceed with a formal hearing on City Councilmember Jeffrey's ward residency status, the City will need to determine the hearing date and whether or not the City Council wants to hold the hearing or retain the services of a State of Minnesota Hearing Examiner.

I am asking City Councilmember Jeffrey to share with the City Council at this work session, in a preliminary form, any evidence he may wish to present or discuss which is relevant on his Ward Four residency status. Based on what is presented, the City Council may determine the formal hearing process described above is not necessary as a "vacancy" on the Council has not occurred. However, as of this writing, City Councilmember Jeffrey and I have

not spoken about this request.

Recommendation:

Staff recommends that the Council review the information presented and direct staff.

Funding Source:

No funding required for the review of this case. Costs would be incurred for a hearing examiner or potential special election.

Council Action:

Based on discussion.

Attachments

League of MN Cities memo

Form Review

Inbox

Heidi Nelson

Kurt Ulrich

Form Started By: Amy Dietl

Final Approval Date: 03/17/2011

Reviewed By

Heidi Nelson

Amy Dietl

Date

03/17/2011 03:55 PM

03/17/2011 04:07 PM

Started On: 03/17/2011 03:02 PM

A. Definition of residence

Minn. Stat. § 200.031; *Bell v. Gamaway*, 303 Minn. 346, 350, 227 N.W.2d 797, 801 (Minn. 1975).

Legal residence for voting largely depends on the voter's intent, but the determination in each instance will depend heavily on the particular facts. No general rules uniformly resolve residency questions even though the statutes provide guidance. Generally speaking, if someone challenges an individual's right to vote, and the individual's answers apparently entitle him or her to vote, that individual must be allowed to vote, subject to any voter-registration requirements.

Minn. Stat. § 200.031.

Fundamentally, residence is that place where an individual habitually resides, receives mail, and otherwise considers it an official residence and permanent home. State law provides that residence must be determined in accordance with the following principles, so far as they may apply to the facts of the situation:

- the residence of an individual is in the precinct where the individual's home is located, from which the individual has no present intention of moving, and to which, whenever the individual is absent, the individual intends to return;
- an individual does not lose residence if the individual leaves home to live temporarily in another state or precinct;
- an individual does not acquire a residence in any precinct of this state if the individual is living there only temporarily, without the intention of making that precinct home;
- if an individual goes into another state or precinct with the intention of making it home or files an affidavit of residence there for election purposes, the individual loses residence in the former precinct;
- if an individual moves to another state with the intention of living there for an indefinite period, the individual loses residence in this state, notwithstanding any intention to return at some indefinite future time;
- except as otherwise provided by law, an individual's residence is located in the precinct where the individual's family lives, unless the individual's family is living in that precinct only temporarily;
- if an individual's family lives in one precinct and the individual lives or does business in another, the individual's residence is located in the precinct where the individual's family lives, unless the individual establishes a home in the other precinct and intends to remain there, with or without the individual's family;
- the residence of a single individual is in the precinct where the individual lives and usually sleeps;
- the mere intention to acquire a new residence, is not sufficient to acquire a new residence, unless the individual moves to that location; moving to a new location is not sufficient to acquire a new residence unless the individual intends to remain there;

- the residence of an individual who is working temporarily in any precinct of this state is in the precinct where the individual's permanent home is located;
- the residence of an individual who is living permanently in a soldiers' home or nursing home is in the precinct where the home is located;
- if an individual's home lies in more than one precinct or political subdivision, the residence of the individual is in the precinct in which a majority of the room in which the individual usually sleeps is located;
- if an individual's home is destroyed or rendered uninhabitable by fire or natural disaster, the individual does not lose residence in the precinct where the home is located if the individual intends to return to the home when it is reconstructed or made habitable.

Cities often ask if the residence of college students is the home where they live when school is out of session or the place where they are attending college. Whether they should vote at home or in the city where the college is located depends on the intention of the voter. In circumstances where an individual may claim legal residence at either place, the place the individual regards as home will be his or her residence for the purpose of voting.

Minn. Stat. § 200.031(d);
Minn. Const. art. VII, § 2.).
A.G. Op. 639-E (Oct. 24, 1952).

Similar factors must be considered for people who live in another place for part of the year. The statutes specify that if an individual registers to vote in another state, he or she loses residency in Minnesota. Individuals working for the federal government, including those in military service, do not lose their eligibility to vote while residing elsewhere. Likewise, members of the armed forces do not obtain residence in Minnesota for voting purposes solely because they are stationed there.

Minn. Stat. § 201.016, subd. 1a.

A voter who votes in a precinct, other than a precinct in which he or she maintains residence, must provide proof of residence to the auditor or election judge before voting in the next election. A voter who continues to vote in a precinct other than the one in which he or she maintains residence is guilty of a petty misdemeanor. Subsequent violations are misdemeanors.

B. Permanent registration

Minn. Stat. ch. 201.

The Legislature has established statewide voter registration with county systems linked to a centralized state system. The county auditor is the chief custodian of the official registration records, while the secretary of State administers the centralized state system.

Minn. Stat. § 201.221, subd. 4.

Although the county auditor is chief registrar, the auditor may delegate some election duties to city officials. This delegation, however, requires the approval of the governing body as well as an agreement that includes a plan to allocate the cost of the duties being delegated. The auditor must prepare precinct lists and an annual report. City clerks who have election duties must report annually to the county auditor.

CC Work Session

Item #: 3. 1.

Date: 03/22/2011

By: Jo Thieling
Administrative Services

Information

Title:

Review Future Topics/Calendar

Background:

Attached is the list of future work session topics.

Funding Source:

N/A

Council Action:

No formal action necessary.

Attachments

Future Topics/Calendar

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 03/15/2011

Reviewed By

Jo Thieling

Date

03/15/2011 01:10 PM

Started On: 03/15/2011 01:06 PM

**Work Session Calendar
2011**

Month	Date	Topics for Discussion
Feb/March		<ul style="list-style-type: none"> • Update Public Nuisance Ordinance (Jim Way) • Road Reconstruction Program Development
March	29	<ul style="list-style-type: none"> • Alcohol in the Parks (MR) • Alpine Park Skate Park (MR) • Old Holiday Lot (BO)
April	5	<ul style="list-style-type: none"> • Review Community Survey Proposal • Work with County to eliminate hard channeling in Ramsey and revise County policy • Game Fair – larger City presence. Get City of Ramsey mentioned in more of advertising – Kurt • Review of Potential Accessory Structure Revised Standards
Others on List – including 2011 Strategic Planning Items		<ul style="list-style-type: none"> • Review Minnesota Mayors Hand Book (BG) (30 minutes) • Look at pilot programs (e.g. volunteer programs – low maintenance) • Review code enforcement and abatement level of service • Proactively recruit residential development and seek builders input • Review Outside Storage in Industrial Areas • Seek feedback from developers re process, regulations, standards & fees - research our fees vs. other cities' fees • Review development fees and standards regarding construction • Implement credit cards and online bill pay • Develop TIF tracking plan with regard to fiscal disparities impact • Establish fund reserve policy • Review Dangerous Dog Ordinance and Signage w/re to Dog Park • Review City-owned lands and create plan for it • Review park programming and potential reallocation of parks • Construct boat landing at River's Bend • Build on outdoors/sportsmen's market (e.g. stock pond/lake) • Develop Office/Industrial Park west of Armstrong and South of U.S. Highway #10 • Coordinate COR marketing and City marketing • Create Master Plan 167th Avenue/Highway 47 – plan for redevelopment • Develop community center/indoor sports complex • Old Town Hall relocation • Review & revise Development Management contract and manage COR expenditures

		<ul style="list-style-type: none">● Seek grant funding for transportation projects and service delivery● Complete US 10/ County Road 83 interchange design – pursue funding● Establish position on TH #47 South of Bunker to Highway #10● Consider creation of a Transportation Taxing District● Review plan for US Highway #10 pedestrian overpass and connection with Municipal Center ramp● Review Dirt Road Elimination Policy (DREP)● Create opportunities for snowmobile, four-wheeler & golf cart use● Review sidewalk plowing policy ● Review of New Office Park Zoning Standards● Review of Escrow account Collection Procedure<ul style="list-style-type: none">○ Delinquent Accounts○ Updating Billable Time Procedure
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