

Bobby Warren, Mayor
Drew Wasson, Council Position No. 1
Sheri Sheppard, Council Position No. 2
Michelle Mitcham, Council Position No. 3
James Singleton, Council Position No. 4
Jennifer McCrea, Council Position No. 5



Austin Bless, City Manager
Lorri Coody, City Secretary
Justin Pruitt, City Attorney

Jersey Village City Council - Regular Meeting Agenda

Notice is hereby given of a Regular Meeting of the City Council of the City of Jersey Village to be held on Monday, September 18, 2023, at 7:00 p.m. at the Civic Center Auditorium, 16327 Lakeview Drive, Jersey Village, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. A quorum of the City Council will be physically present at the meeting; however, some Council Members may participate in the meeting via videoconference call. The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

A. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

B. INVOCATION, PLEDGE OF ALLEGIANCE

1. Prayer and Pledge by: Max and Aiden McCrea

C. PRESENTATIONS

1. Presentation of Employee of the Month Award for September 2023 to Steve Angulo. *Austin Bless, City Manager*
2. Presentation of Lifeguard Valor Award for Pool Personnel. *Robert Basford, Assistant City Manager*
3. Presentation of Public Service Excellence Award. *Kirk Riggs, Chief of Police and Robert Basford, Assistance City Manager*

D. CITIZENS' COMMENTS

Citizens who have signed a card and wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and City Council Members are prevented from discussing the subject and may respond only with statements of factual information or existing policy. Citizens are limited to five (5) minutes for their comments to the City Council. *Mayor*

E. CITY MANAGER'S REPORT

1. Monthly Fund Balance Report, Enterprise Funds Report, Governmental Funds Report, Property Tax Collection Report – July 2023, General Fund Budget Projections as of August 2023, and Utility Fund Budget Projections – August 2023
2. Fire Departmental Report and Communication Division's Monthly Report
3. Police Department Monthly Activity Report, Staffing/Recruitment Report, and Police Open Records Requests

4. Municipal Court Collection Report, Municipal Court Activity Report, Municipal Court Courtroom Activity Report, Speeding and Stop Sign Citations within Residential Areas Report, and Court Proceeds Comparison Report
5. Public Works Departmental Status Report
6. Golf Course Monthly Report, Golf Course Financial Statement Report, Golf Course Budget Summary, and Parks and Recreation Departmental Report
7. Code Enforcement Report

F. CONSENT AGENDA

The following items are considered routine in nature by the City Council and will be enacted with one motion and vote. There will not be separate discussion on these items unless requested by a Council Member, in which event the item will be removed from the Consent Agenda and considered by separate action.

1. Consider approval of the Minutes for the Regular Session Meeting held on August 21, 2023. *Lorri Coody, City Secretary*
2. Consider Resolution No. 2023-42, reviewing and approving the investment policy and investment strategies used for city funds in compliance with the Texas Government Code. *Isabel Kato, Finance Director*
3. Consider Resolution No. 2023-43, approving the 2023 Flood Insurance Assessment. *Austin Bleess, City Manager*
4. Consider Resolution No. 2023-44, appointing Dr. Son Nguyen as Health Officer for the City of Jersey Village. *Lorri Coody, City Secretary*
5. Consider Resolution No. 2023-45, nominating a candidate to serve on the Harris County Appraisal District's Board of Directors. *Lorri Coody, City Secretary*
6. Consider Resolution No. 2023-46, authorizing the City Manager to negotiate an agreement with Wells Fargo Bank, NA for depository services. *Isabel Kato, Finance Director*
7. Consider Resolution No. 2023-47, awarding the bid and authorizing the City Manager to enter into a contract with Pioneer Construction Services, LLC for the Philippine Lift Station Improvements Project. *Austin Bleess, City Manager*
8. Consider Resolution No. 2023-48, authorizing the City Manager to enter into a contract with Integrity Images for professional services related to professional photography and videography services. *Miesha Johnson, Community Development Manager*

G. REGULAR AGENDA

1. Consider Resolution No. 2023-49, appointing members to the Planning and Zoning Commission (P&Z) and the Capital Improvements Advisory Committee (CIAC), the Board of Adjustment (BOA), the Building Board of Adjustment and Appeals (BBOAA), the Parks and Recreation Advisory Committee (PRAC), the Golf Course Advisory Committee (GCAC), and the Village Center Local Government Corporation Board (VCLGC). *Lorri Coody, City Secretary*
2. Discuss and take appropriate action on the proposed Employee Housing Incentive Program that aims to assist our employees in finding suitable housing within the City of Jersey Village, Texas. *Laura Capps, Human Resource Manager*

H. MAYOR AND COUNCIL COMMENTS

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

I. RECESS THE REGULAR SESSION

Recess the Regular Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.087 Deliberation Regarding Economic Development Negotiations, Sections 551.072 – Deliberations about Real Property, 551.071 – Consultations with Attorney, and Section 551.074 – Personnel Matters.

J. EXECUTIVE SESSION

1. Pursuant to the Texas Open Meeting Act Section 551.087 Deliberation Regarding Economic Development Negotiations, Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney a closed meeting to deliberate information from a business prospect that the City seeks to locate in Jersey Village TIRZ Number 2 and economic development negotiations, including the possible purchase, exchange or value of real property, related thereto. *Austin Bless, City Manager*
2. Pursuant to the Texas Open Meeting Act Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney, a closed meeting to deliberate the potential and possible purchase, exchange, sale, or value of real property, located within TIRZ 3. *Austin Bless, City Manager*
3. Pursuant to the Texas Open Meetings Act Section 551.074 - Personnel Matters, conduct an Executive Session in order to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary. *City Council*
4. Pursuant to the Texas Open Meetings Act Section 551.074 - Personnel Matters, conduct an Executive Session in order to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager. *City Council*

K. ADJOURN EXECUTIVE SESSION AND RECONVENE REGULAR SESSION

Adjourn the Executive Session, stating the date and time the Executive Session ended and Reconvene the Regular Session.

L. RECONVENE REGULAR SESSION

1. Consider Resolution 2023-50, authorizing the City Manager to finalize negotiations and enter into Purchase Agreements and related documents regarding the acquisition of certain real property located within the boundaries of Tax Increment Reinvestment Zone Number 3 (the “TIRZ”) as recommended by the Board of Directors of the TIRZ, to implement the Project Plans of the TIRZ. *Austin Bleess, City Manager*
2. Consider setting the City Secretary’s compensation for budget year 2023-2024. *Bobby Warren, Mayor*
3. Consider setting the City Manager’s compensation for budget year 2023-2024 and consider employment agreement amendments. *Bobby Warren, Mayor*

M. ADJOURN

CERTIFICATION

I, the undersigned authority, do hereby certify in accordance with the Texas Open Meeting Act, the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at City Hall, 16327 Lakeview, Jersey Village, TX 77040, a place convenient and readily accessible to the general public at all times, and said Notice was posted on September 13, 2023 at 5:00 p.m. and remained so posted until said meeting was convened.

Lorri Coody, TRMC, City Secretary



In compliance with the Americans with Disabilities Act, the City of Jersey Village will provide for reasonable accommodations for persons attending City Council meetings. Request for accommodations must be made to the City Secretary by calling 713 466-2102 forty-eight (48) hours prior to the meetings. Agendas are posted on the Internet Website at www.jerseyvillage.info.

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

B. INVOCATION, PLEDGE OF ALLEGIANCE

1. Prayer and Pledge by: Max and Aiden McCrea

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: C1

AGENDA SUBJECT: Presentation of Employee of the Month Award for September 2023.

Department/Prepared By: Lorri Coody **Date Submitted:** September 1, 2023

EXHIBITS: Employee of the Month Program
September 2023 – Employee of the Month - Steve Angulo

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The Employee of the Month Program was developed to encourage recognition of Jersey Village employees who show exemplary individual achievement, contribution, and performance in their jobs. These individuals consistently exhibit a positive and supportive attitude and make contributions beyond the usual expectations of their employment.

For more information about the program, please see the attached Employee of the Month Program document.

RECOMMENDED ACTION:

N/A

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023



Employee of the Month Program

The Employee of the Month Program was developed to encourage recognition of Jersey Village employees who show exemplary individual achievement, contribution, and performance in their jobs. These individuals consistently exhibit a positive and supportive attitude and make contributions beyond the usual expectations of their employment.

Criteria for Employee of the Month

The following criteria will be used in selecting an Employee of the Month (EOM):

1. The nominee must be a full-time employee having worked a minimum of one (1) year and is not currently on probationary status at the time of nomination. Department Heads, part-time staff, and volunteers are not eligible.
2. Employees can receive the EOM recognition more than once; however, there must be a break of a minimum of two (2) years between awards.
3. The nominee must be approved by his/her supervisor prior to being named as the recipient of the award.
4. Nominations not selected as the EOM can be reconsidered up to one year from the date first received.

A Jersey Village employee who demonstrates the following will be eligible for the EOM award:

1. Employee must demonstrate a willingness to take initiative beyond regular job assignments, resulting in inspiring and supporting the performance and achievement of others.
2. Employee must demonstrate a high quality of work and a commitment to carrying out job responsibilities, be an asset to the department, and serves as a role model for others.
3. Employee must demonstrate the ability to work as a team member, be consistently dependable and punctual in reporting for duty, completes assignments on time and have a distinguished attendance record.

Process

1. Forms and criteria on the EOM program will be available from the City Manager or Department Heads.
2. Submit completed forms to the Department Head. Forms must be signed by the nominator or sent from the nominators email address. Nominations are accepted at any time, but must be submitted by the 25th of the month to be eligible for the award in the upcoming month.
3. The City Manager will go through nominations and select a winner based on the above criteria.

Awards

The EOM Program will provide awards to such employees by means that is fair, with equal consideration of all eligible staff.

In addition to the awards the Mayor and the Department Head will present the award to the employee at a City Council Meeting and the employee will be recognized on the city website, social media, and via other mediums.



Employee of the Month Nomination Form

Name of Nominee: _____ Department: _____

Job Title: _____

Please provide specific, detailed examples to support your nomination. The information you provide will be used by the City Manager to determine the recipient of this award. These activities should have occurred within the last 60 days. Please attach additional pages if needed.

Describe how the employee demonstrates a willingness to take initiative beyond regular job assignments, resulting in inspiring and supporting the performance and achievement of others.

Explain how the employee demonstrates a high quality of work and a commitment to carrying out job responsibilities, is an asset to the department, and serves as a role model for others.

Other information pertinent to the nomination

Nominated by: _____ Date: _____

Department: _____

Please submit completed form to your Department Head.



September 2023 Employee Of The Month

Our September 2023 Employee of the Month is Steve Angulo.

Steve is in charge of all the part time cart and range staff and over the last year has instilled a very positive group that is many times the first person a customer sees. Also Steve is a very accomplished player in golf and is looked up to by many customers and employees for that reason.

Steve is a great employee in the normal job description duties, but recently Steve did an amazing job on



identifying and helping get a person trying to steal a large amount from the pro shop. A couple of weeks prior to the suspect entering our pro shop, the Southern Texas PGA office had sent a BOLO notice and picture out to all the clubs in the greater Houston area about a person that had hit several pro shops in south Houston and stolen thousands of dollars with stolen credit cards. Sure enough this person came into Jersey Meadow Pro Shop and started his routine that had been noted in the BOLO. Steve immediately recognized

the subject and got the entire staff on notice in a matter of a minute. Then entire pro shop staff did a great job during a stressful 15 minutes with Steve leading the way. (Steve was a Police officer for 20 years previously). Dispatch was on the phone the whole time as we waited for him to try to purchase over \$1,000 worth of merchandise. Once that happened JV officers were on the scene and after a scuffle handcuffed and arrested the suspect. If Steve would not have been on top of that BOLO notice this person would have stolen a large amount of money from our pro shop. Come to find the suspect had many, many warrants besides his new gig of hitting golf pro shops.

In the last year, Steve has taken his golf career to another level by (1) entering the PGA Associate program with the goal of becoming class A member and (2) attending and passing the Callaway Master Club Fitting school in California and is a certified Master Fitter.

Congratulations Steve! We are honored to name you our September 2023 Employee of the Month!

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: C2

AGENDA SUBJECT: Presentation of Lifeguard Valor Award for Pool Personnel.

Department/Prepared By: Lorri Coody **Date Submitted:** September 7, 2023

EXHIBITS: Lifeguard Valor Award Memo

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The Lifeguard Valor Award for Pool Personnel will be presented during this meeting. For particulars about the award, please see the Lifeguard Valor Award Memo included with this item in the meeting packet.

RECOMMENDED ACTION:

Present Award

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Title: City of Jersey Village Lifeguard Valor Award

Description:

In the sun-soaked heart of our vibrant city, where laughter fills the air and the scent of sunscreen woven into the summer breeze, a special breed of hero stands guard. They are our vigilant lifeguards, the watchful sentinels of our community pools.

Purpose and Significance:

The City of City of Jersey Village Lifeguard Valor Award is born out of a deep appreciation for the unwavering dedication and immense courage displayed by our lifeguards during the summer pool season. These individuals, hold lives in their hands and protect our community with a vigilance that is nothing short of remarkable.

The purpose of this award is to celebrate and recognize the lifeguards who have gone above and beyond in the line of duty, saving lives when every second counts. It is a reminder that their work is not just important; it is vital. Their commitment to safety ensures that families and friends can enjoy the simple pleasures of summer without fear, knowing that a lifeguard is always on watch.

A Unique Recognition:

Let it be known that the City of Jersey Village Lifeguard Valor Award is not an attempt to compete with the prestigious awards of valor presented to our fearless firefighters or courageous police officers. Instead, it stands as a distinct and heartfelt acknowledgment of the lifeguards who, often quietly, carry out their lifesaving duties with unwavering dedication. This award is a reminder that every life they rescue is a world preserved, a family kept whole, and a community safeguarded.

Nomination and Selection:

The recipients of the City of Jersey Village Lifeguard Valor Award are Lifeguards who made rescues during the Summer Pool Season

Recipients:

On June 4, Luke Beasley was on stand during a rental when he spotted a patron in distress after jumping off the diving board. Luke quickly recognized the person in distress and responded to the victim’s call for help. Luke performed an active front rescue and was able to rescue the victim from the water.

On May 30, Easton Critchfield was on stand in the deep end during regular operating hours when he spotted a patron in distress after going down the water slide. Easton quickly recognized the person in distress and responded to the victim. Easton performed an active front rescue and was able to rescue the victim from the water.

Conclusion:

The City of Jersey Village Lifeguard Valor Award is a symbol of our profound gratitude and admiration for the lifeguards who stand as a beacon of safety in our community. It is a token of our appreciation for the lives they save, the smiles they protect, and the peace of mind they offer.

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: C3

AGENDA SUBJECT: Presentation of Public Service Excellence Award.

Department/Prepared By: Lorri Coody **Date Submitted:** September 12, 2023

EXHIBITS: Public Service Excellence Award Memo

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The Public Service Excellence Award for Golf Course Personnel will be presented during this meeting. For particulars about the award, please see the Public Service Excellence Award Memo included with this item in the meeting packet.

RECOMMENDED ACTION:

Present Award

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023



CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

713-466-2100 (office) 713-466-2177 (fax)

TO: Austin Bless, City Manager

FROM: Kirk Riggs, Chief of Police

DATE: September 12, 2023

SUBJECT: Public Service Excellence Award

On behalf of the City of Jersey Village and the Police Department, we would like to commend Matt Jones, Steve Angulo, Kimberly Williams, Jennifer Johnson, Matthew Williamson, and Arian Ramirez for their exceptional assistance during an attempted theft at the Jersey Meadow Golf Club on Tuesday, August 15, 2023.

Your swift actions, judicious observations and effective coordination with other staff members and the Jersey Village Police Department communication center resulted in the successful apprehension of a wanted felon. The involvement of city staff, acting as an additional pair of eyes and ears, holds immense value as we work together to enhance our efforts in fighting crime within our city.

At approximately 1:35 PM, Mr. Angulo informed dispatch that an individual matching the description of someone who had been using stolen credit cards to make unauthorized purchases at golf courses throughout the Houston area, was in the pro shop. The suspect was described as a Caucasian male in his 20's, wearing a black shirt and gray shorts. He was also known to drive a U-Haul van.

After calling dispatch, the golf course staff did an outstanding job of providing essential information and distracting the suspect until the officers arrived. Once the officers arrived, they set up a perimeter and made contact with Mr. Cameron Marks. The officers found the U-Haul van parked by the retention pond across from the clubhouse. When the officers looked through the windows, they saw several new golf clubs in the back of the van.

A criminal history check revealed that Mr. Marks had an active extradition warrant out of Washington D.C. and Montgomery County TX.

We are grateful for the quick thinking and actions of Steve, Kim, Matt, Jennifer, AJ and Matthew. Their assistance was essential in apprehending this wanted felon and keeping our community safe.

Please join us in congratulating these exceptional employees who are the recipients of the Jersey Village Police Department's "Public Service Excellence Award".

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

D. CITIZENS' COMMENTS

Citizens who have signed a card and wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and City Council Members are prevented from discussing the subject and may respond only with statements of factual information or existing policy. Citizens are limited to five (5) minutes for their comments to the City Council.



Jersey Village, TX

Fund Balance Report

As Of 08/31/2023

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
01 - GENERAL FUND	5,212,270.79	19,877,810.78	16,332,966.99	8,757,114.58
02 - UTILITY FUND	11,929,413.80	4,973,002.47	5,626,817.77	11,275,598.50
03 - DEBT SERVICE FUND	314,819.18	1,545,102.16	1,435,000.00	424,921.34
04 - IMPACT FEE FUND	608,030.95	92,850.95	0.00	700,881.90
05 - MOTEL TAX FUND	234,211.85	132,603.45	309,275.00	57,540.30
06 - ASSET FORFEITURE FUND	19,700.38	2,085.38	7,897.50	13,888.26
07 - CAPITAL REPLACEMENT	9,170,562.33	1,734,843.56	1,417,201.82	9,488,204.07
10 - CAPITAL IMPROVEMENTS FUND	7,424,671.25	3,309,110.58	5,399,274.60	5,334,507.23
11 - GOLF COURSE FUND	-5,150,560.87	2,228,814.57	2,132,574.75	-5,054,321.05
12 - COURT RESTRICTED FEE FUND	38,826.37	0.00	12,258.16	26,568.21
13 - CDBG - GRANT	-2,043,258.18	1,134,490.70	15,000.00	-923,767.48
14 - TIRZ - 2	-42,000.00	0.00	0.00	-42,000.00
15 - TIRZ - 3	-382.98	856,158.81	749,282.00	106,493.83
49 - JV FIRE CONTROL PREV & EMERGENCY MEDICAL SERV	0.00	2,578,074.06	2,232,786.00	345,288.06
50 - JV CRIME CONTROL	5,219,972.75	2,727,313.17	2,455,930.00	5,491,355.92
Report Total:	32,936,277.62	41,192,260.64	38,126,264.59	36,002,273.67

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023



Jersey Village, TX

Income Statement Account Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 02 - UTILITY FUND					
Department: 40 - REVENUES					
Category: 85 - FEE & CHARGES FOR SERVICE					
02-40-8541 WATER SERVICE	3,275,400.00	3,275,400.00	533,628.85	3,157,906.32	117,493.68
02-40-8542 SEWER SERVICE	1,637,700.00	1,637,700.00	139,351.71	1,536,489.81	101,210.19
02-40-8543 METER FEES	0.00	0.00	-300.00	4,060.14	-4,060.14
Category: 85 - FEE & CHARGES FOR SERVICE Total:	4,913,100.00	4,913,100.00	672,680.56	4,698,456.27	214,643.73
Category: 96 - INTEREST EARNED					
02-40-9601 INTEREST EARNED	20,000.00	90,000.00	12,252.20	134,502.84	-44,502.84
Category: 96 - INTEREST EARNED Total:	20,000.00	90,000.00	12,252.20	134,502.84	-44,502.84
Category: 98 - MISCELLANEOUS REVENUE					
02-40-9840 PENALTIES & ADJUSTMENTS	30,000.00	30,000.00	3,545.18	38,410.59	-8,410.59
02-40-9899 MISCELLANEOUS	30,000.00	30,000.00	2,098.84	22,464.45	7,535.55
Category: 98 - MISCELLANEOUS REVENUE Total:	60,000.00	60,000.00	5,644.02	60,875.04	-875.04
Category: 99 - OTHER AGENCY REVENUES					
02-40-9906 SEATTLE STREET WATER LINE GRANT	624,835.00	624,835.00	0.00	0.00	624,835.00
02-40-9911 TDEM GRANT	0.00	0.00	0.00	79,168.32	-79,168.32
Category: 99 - OTHER AGENCY REVENUES Total:	624,835.00	624,835.00	0.00	79,168.32	545,666.68
Department: 40 - REVENUES Total:	5,617,935.00	5,687,935.00	690,576.78	4,973,002.47	714,932.53

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 45 - WATER & SEWER						
Category: 30 - SALARIES, WAGES, & BENEFITS						
02-45-3001	SALARIES	202,328.26	202,328.26	27,038.56	183,800.43	18,527.83
02-45-3003	LONGEVITY	432.12	432.12	6.93	143.58	288.54
02-45-3007	OVERTIME	30,000.00	30,000.00	3,416.31	21,566.25	8,433.75
02-45-3010	INCENTIVES	719.94	719.94	138.45	438.43	281.51
02-45-3051	FICA/MEDICARE TAXES	15,558.57	15,558.57	2,298.73	15,366.27	192.30
02-45-3052	WORKMEN'S COMPENSATION	9,500.00	9,500.00	0.00	8,107.48	1,392.52
02-45-3053	UNEMPLOYMENT INSURANCE	1,020.35	1,020.35	30.67	133.09	887.26
02-45-3054	RETIREMENT	33,640.58	33,640.58	4,392.19	29,400.05	4,240.53
02-45-3055	HEALTH INSURANCE	63,478.48	63,478.48	2,942.82	27,575.36	35,903.12
02-45-3056	LIFE INS	281.84	281.84	32.52	201.58	80.26
02-45-3057	DENTAL	3,223.48	3,223.48	208.44	1,575.25	1,648.23
02-45-3058	LONG-TERM DISABILITY	744.46	744.46	132.83	1,037.70	-293.24
02-45-3060	VISION INSURANCE	521.04	521.04	49.44	336.82	184.22
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		361,449.12	361,449.12	40,687.89	289,682.29	71,766.83
Category: 35 - SUPPLIES						
02-45-3502	POSTAGE/FREIGHT/DEL. FEE	13,000.00	13,000.00	1,882.16	17,901.93	-4,901.93
02-45-3503	OFFICE SUPPLIES	2,000.00	2,000.00	235.00	3,479.95	-1,479.95
02-45-3504	WEARING APPAREL	5,000.00	5,000.00	0.00	2,135.02	2,864.98
02-45-3506	CHEMICALS	39,110.00	39,110.00	1,038.05	22,412.47	16,697.53
02-45-3510	BOOKS & PERIODICALS	600.00	600.00	0.00	470.00	130.00
02-45-3520	FOOD	2,400.00	2,400.00	383.56	1,690.87	709.13
02-45-3523	TOOLS/EQUIPMENT	4,000.00	4,000.00	657.00	3,670.26	329.74
02-45-3534	PARTS AND MATERIALS	20,000.00	20,000.00	0.00	23,303.02	-3,303.02
02-45-3535	SHOP SUPPLIES	2,000.00	2,000.00	0.00	202.90	1,797.10
Category: 35 - SUPPLIES Total:		88,110.00	88,110.00	4,195.77	75,266.42	12,843.58
Category: 40 - MAINTENANCE--BLDGS, STRUC						
02-45-4001	BUILDINGS AND GROUNDS	5,000.00	5,000.00	3,081.28	3,141.28	1,858.72
02-45-4041	WATER SYSTEM MAINTENANCE	100,000.00	100,000.00	2,000.00	53,717.40	46,282.60
02-45-4042	SEWER SYSTEM MAINTENANCE	50,000.00	50,000.00	8,650.00	42,443.83	7,556.17
02-45-4043	WATER PLANTS MAINTENANCE	40,000.00	40,000.00	0.00	77,978.77	-37,978.77
02-45-4044	LIFT STATIONS MAINTENANCE	36,000.00	36,000.00	970.00	71,131.86	-35,131.86
02-45-4045	SEWER PLANT MAINTENANCE	45,000.00	45,000.00	25,447.69	94,791.33	-49,791.33
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		276,000.00	276,000.00	40,148.97	343,204.47	-67,204.47
Category: 45 - MAINTENANCE						
02-45-4504	COMPUTER SOFTWARE	7,400.00	7,400.00	0.00	3,193.75	4,206.25
Category: 45 - MAINTENANCE Total:		7,400.00	7,400.00	0.00	3,193.75	4,206.25
Category: 50 - SERVICES						
02-45-5012	PRINTING	1,800.00	1,800.00	0.00	1,247.82	552.18
02-45-5015	LAB TESTS	35,000.00	35,000.00	1,179.94	25,568.25	9,431.75
02-45-5017	UTILITIES	140,000.00	140,000.00	18,347.01	169,152.08	-29,152.08
02-45-5019	W.O.B. DISPOSAL-O&M CONTR	350,000.00	350,000.00	70,673.83	394,819.34	-44,819.34
02-45-5020	COMMUNICATIONS	8,439.88	8,439.88	71.53	5,783.50	2,656.38
02-45-5022	RENTAL OF EQUIPMENT	1,460.00	1,460.00	0.00	0.00	1,460.00
02-45-5025	PUBLIC NOTICES	800.00	800.00	0.00	0.00	800.00
02-45-5027	MEMBERSHIPS	1,000.00	1,000.00	0.00	45.00	955.00
02-45-5029	TRAVEL/TRAINING	13,000.00	13,000.00	201.00	727.50	12,272.50
Category: 50 - SERVICES Total:		551,499.88	551,499.88	90,473.31	597,343.49	-45,843.61
Category: 54 - SUNDRY						
02-45-5405	PERMITS, FEES, CREDIT CD FEES	53,000.00	53,000.00	0.00	61,584.33	-8,584.33
02-45-5411	HOUSTON WATER - PURCHASED	1,678,900.00	1,678,900.00	160,473.55	1,451,556.36	227,343.64
02-45-5412	NHCRWA WATER PURCHASED	150,000.00	150,000.00	0.00	481,140.49	-331,140.49
Category: 54 - SUNDRY Total:		1,881,900.00	1,881,900.00	160,473.55	1,994,281.18	-112,381.18
Category: 55 - PROFESSIONAL SERVICES						
02-45-5501	AUDITS/CONTRACTS/STUDIES	10,000.00	10,000.00	0.00	10,000.00	0.00
02-45-5510	ENGINEERING SERVICES	150,000.00	150,000.00	0.00	7,786.44	142,213.56

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02-45-5515 CONSULTANT SERVICES	50,000.00	50,000.00	0.00	59,447.90	-9,447.90
Category: 55 - PROFESSIONAL SERVICES Total:	210,000.00	210,000.00	0.00	77,234.34	132,765.66
Category: 60 - OTHER SERVICES					
02-45-6001 INSURANCE-VEHICLES	19,000.00	19,000.00	0.00	15,475.57	3,524.43
02-45-6003 LIABILITY-FIRE & CASUALTY	10,000.00	10,000.00	138.65	10,621.13	-621.13
Category: 60 - OTHER SERVICES Total:	29,000.00	29,000.00	138.65	26,096.70	2,903.30
Category: 97 - INTERFUND ACTIVITY					
02-45-9751 TRANSFER TO GENERAL FUND	630,000.00	630,000.00	0.00	630,000.00	0.00
02-45-9753 TRANSFER TO DEBT SERVICE FUND	113,573.00	113,573.00	0.00	113,573.00	0.00
02-45-9772 TECHNOLOGY USER FEE	875.00	875.00	0.00	875.00	0.00
02-45-9791 EQUIPMENT USER FEE	113,433.00	113,433.00	0.00	113,433.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:	857,881.00	857,881.00	0.00	857,881.00	0.00
Department: 45 - WATER & SEWER Total:	4,263,240.00	4,263,240.00	336,118.14	4,264,183.64	-943.64

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Department: 46 - UTILITY CAPITAL PROJECT						
Category: 70 - CAPITAL IMPROVEMENTS						
02-46-7019	AUTOMATED METER READING	110,000.00	110,000.00	0.00	13,050.30	96,949.70
02-46-7020	SEATTLE BOOSTER PUMP REPLACEMENT	150,000.00	236,207.16	0.00	0.00	236,207.16
02-46-7032	Sanitary Sewer Lines Inspections	250,000.00	250,000.00	0.00	0.00	250,000.00
02-46-7077	SEWERLINE REPLAC STREET PROJ	583,400.00	583,400.00	0.00	0.00	583,400.00
02-46-7087	SEWER REHABILITATION	250,000.00	250,000.00	105,775.72	821,076.35	-571,076.35
02-46-7091	WOB Sewer Plant Rehabilitation	490,000.00	490,000.00	0.00	0.00	490,000.00
02-46-7111	SEATTLE - WELL REPAIR	70,000.00	70,000.00	4,000.00	44,000.00	26,000.00
02-46-7114	WATER LINE IMP - WITH STREET PROJECT	1,155,468.00	1,155,468.00	0.00	0.00	1,155,468.00
02-46-7128	VILLAGE WATER PLANT GENERATOR	0.00	0.00	0.00	22,965.34	-22,965.34
02-46-7130	LIFT STATION REHABILITATION REPAIR	500,000.00	500,000.00	0.00	196,111.00	303,889.00
02-46-7131	REPAIRS FOR LIFT STATION ROAD	126,526.00	229,026.00	0.00	241,356.14	-12,330.14
02-46-7132	CASTLEBRIDGE DIFUSERS	350,000.00	350,000.00	0.00	0.00	350,000.00
02-46-7135	WATER VALVE, EXERCISE, REPAIR	500,000.00	500,000.00	0.00	24,075.00	475,925.00
Category: 70 - CAPITAL IMPROVEMENTS Total:		4,535,394.00	4,724,101.16	109,775.72	1,362,634.13	3,361,467.03
Department: 46 - UTILITY CAPITAL PROJECT Total:		4,535,394.00	4,724,101.16	109,775.72	1,362,634.13	3,361,467.03
Fund: 02 - UTILITY FUND Surplus (Deficit):		-3,180,699.00	-3,299,406.16	244,682.92	-653,815.30	

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Fund: 04 - IMPACT FEE FUND						
Department: 43 - 43						
Category: 85 - FEE & CHARGES FOR SERVICE						
04-43-8547	WATER DISTRIBUTION	50,000.00	50,000.00	31.50	32,522.50	17,477.50
04-43-8548	SEWER PLANT CAPACITY	25,000.00	25,000.00	31.50	136.50	24,863.50
04-43-8551	SEWER COLLECTION	0.00	0.00	0.00	17,849.00	-17,849.00
Category: 85 - FEE & CHARGES FOR SERVICE Total:		75,000.00	75,000.00	63.00	50,508.00	24,492.00
Category: 96 - INTEREST EARNED						
04-43-9601	INTEREST EARNED	2,000.00	2,000.00	4,734.68	42,342.95	-40,342.95
Category: 96 - INTEREST EARNED Total:		2,000.00	2,000.00	4,734.68	42,342.95	-40,342.95
Department: 43 - 43 Total:		77,000.00	77,000.00	4,797.68	92,850.95	-15,850.95
Fund: 04 - IMPACT FEE FUND Total:		77,000.00	77,000.00	4,797.68	92,850.95	

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Fund: 11 - GOLF COURSE FUND						
Department: 80 - 80						
Category: 85 - FEE & CHARGES FOR SERVICE						
11-80-8551	GREEN FEES	1,600,000.00	1,600,000.00	127,240.58	1,430,373.40	169,626.60
11-80-8553	RANGE FEES	210,000.00	210,000.00	8,824.11	200,377.77	9,622.23
11-80-8554	CLUB RENTALS	6,000.00	6,000.00	1,070.00	10,420.00	-4,420.00
11-80-8555	TOURNAMENT GREENS FEES	140,000.00	140,000.00	10,638.80	185,934.13	-45,934.13
11-80-8560	MISCELLANEOUS FEES	20,000.00	20,000.00	1,412.50	34,621.24	-14,621.24
11-80-8567	MERCHANDISE	180,000.00	180,000.00	19,107.89	216,230.31	-36,230.31
11-80-8568	SPECIAL ORDER MERCHANDISE	40,000.00	40,000.00	5,521.51	32,709.87	7,290.13
11-80-8572	CONCESSION FEES	55,500.00	55,500.00	6,925.69	68,494.75	-12,994.75
11-80-8575	MEMBERSHIPS	48,000.00	48,000.00	2,205.00	44,537.00	3,463.00
11-80-8579	CASH OVER/UNDER	0.00	0.00	-32.24	305.46	-305.46
Category: 85 - FEE & CHARGES FOR SERVICE Total:		2,299,500.00	2,299,500.00	182,913.84	2,224,003.93	75,496.07
Category: 96 - INTEREST EARNED						
11-80-9601	INTEREST EARNED	2,800.00	2,800.00	1,222.50	4,810.64	-2,010.64
Category: 96 - INTEREST EARNED Total:		2,800.00	2,800.00	1,222.50	4,810.64	-2,010.64
Category: 97 - INTERFUND ACTIVITY						
11-80-9751	TRANSFER FROM GENERAL FUND	214,483.71	214,483.71	0.00	0.00	214,483.71
Category: 97 - INTERFUND ACTIVITY Total:		214,483.71	214,483.71	0.00	0.00	214,483.71
Department: 80 - 80 Total:		2,516,783.71	2,516,783.71	184,136.34	2,228,814.57	287,969.14

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Department: 81 - CLUB HOUSE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
11-81-3001	SALARIES	317,712.83	317,712.83	36,175.84	246,349.08	71,363.75
11-81-3002	WAGES	180,873.99	180,873.99	27,089.25	228,846.29	-47,972.30
11-81-3003	LONGEVITY	1,344.20	1,344.20	230.79	1,654.78	-310.58
11-81-3007	OVERTIME	3,000.00	3,000.00	29.25	2,282.39	717.61
11-81-3051	FICA/MEDICARE TAXES	33,927.39	33,927.39	4,735.21	35,692.45	-1,765.06
11-81-3052	WORKMEN'S COMPENSATION	7,000.00	7,000.00	0.00	6,129.97	870.03
11-81-3053	UNEMPLOYMENT INSURANCE	2,017.24	2,017.24	83.03	444.57	1,572.67
11-81-3054	RETIREMENT	46,359.15	46,359.15	5,260.65	41,061.29	5,297.86
11-81-3055	INSURANCE	94,367.52	94,367.52	8,223.15	64,374.96	29,992.56
11-81-3056	LIFE INS	422.76	422.76	48.81	400.54	22.22
11-81-3057	DENTAL INSURANCE	5,543.72	5,543.72	558.69	4,366.30	1,177.42
11-81-3058	LONG-TERM DISABILITY	1,565.03	1,565.03	178.76	1,746.96	-181.93
11-81-3060	VISION INSURANCE	640.12	640.12	75.42	599.15	40.97
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		694,773.95	694,773.95	82,688.85	633,948.73	60,825.22
Category: 34 - COST OF SALES						
11-81-3401	MERCHANDISE	144,000.00	144,000.00	2,811.09	166,127.75	-22,127.75
11-81-3415	RANGE BALLS	14,000.00	14,000.00	3,500.00	16,278.81	-2,278.81
11-81-3416	RENTAL CLUBS	2,500.00	2,500.00	0.00	0.00	2,500.00
11-81-3419	SPECIAL ORDER MERCHANDISE	25,000.00	25,000.00	658.76	21,812.82	3,187.18
Category: 34 - COST OF SALES Total:		185,500.00	185,500.00	6,969.85	204,219.38	-18,719.38
Category: 35 - SUPPLIES						
11-81-3502	POSTAGE/FREIGHT/DEL.FEE	600.00	600.00	0.00	397.25	202.75
11-81-3503	OFFICE SUPPLIES	6,000.00	6,000.00	0.00	2,300.09	3,699.91
11-81-3504	WEARING APPAREL	2,000.00	2,000.00	0.00	2,081.90	-81.90
11-81-3510	BOOKS & PERIODICALS	500.00	500.00	0.00	0.00	500.00
11-81-3523	TOOLS/EQUIPMENT	1,000.00	1,000.00	0.00	1,155.49	-155.49
11-81-3529	REPAIR PARTS	250.00	250.00	0.00	0.00	250.00
11-81-3605	MISCELLANEOUS SERVICE FEES	7,000.00	7,000.00	0.00	4,150.00	2,850.00
Category: 35 - SUPPLIES Total:		17,350.00	17,350.00	0.00	10,084.73	7,265.27
Category: 45 - MAINTENANCE						
11-81-4501	FURN, FIXTURE/EPT MAINTENANCE	750.00	750.00	0.00	765.79	-15.79
11-81-4504	COMPUTER SOFTWARE	750.00	750.00	0.00	0.00	750.00
11-81-4506	CART MAINTENANCE	7,000.00	7,000.00	0.00	2,183.92	4,816.08
11-81-4520	EQUIPMENT MAINTENANCE/OUTSOURC	750.00	750.00	0.00	0.00	750.00
11-81-4599	MISCELLANEOUS EQUIPMENT	1,200.00	1,200.00	286.15	1,260.96	-60.96
Category: 45 - MAINTENANCE Total:		10,450.00	10,450.00	286.15	4,210.67	6,239.33
Category: 50 - SERVICES						
11-81-5012	PRINTING	3,500.00	3,500.00	940.00	3,148.80	351.20
11-81-5020	COMMUNICATIONS	8,180.12	8,180.12	311.55	8,869.62	-689.50
11-81-5023	LEASE EQUIPMENT	750.00	750.00	258.00	3,338.00	-2,588.00
11-81-5027	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	1,050.00	-50.00
11-81-5029	TRAVEL/TRAINING	2,000.00	2,000.00	0.00	1,553.01	446.99
11-81-5043	ADVERTISING/PROMOTION	23,000.00	23,000.00	180.00	15,646.29	7,353.71
Category: 50 - SERVICES Total:		38,430.12	38,430.12	1,689.55	33,605.72	4,824.40
Category: 54 - SUNDRY						
11-81-5403	BANK COSTS	0.00	0.00	0.00	174.60	-174.60
11-81-5405	CREDIT CARD CHARGES	70,000.00	70,000.00	5,141.77	61,514.84	8,485.16
11-81-5410	SECURITY	2,600.00	2,600.00	0.00	1,793.50	806.50
11-81-5413	TOURNAMENT FEES EXPENSE	1,800.00	1,800.00	0.00	36.00	1,764.00
11-81-5498	MISCELLANEOUS EXPENSE	3,000.00	3,000.00	0.00	1,837.98	1,162.02
Category: 54 - SUNDRY Total:		77,400.00	77,400.00	5,141.77	65,356.92	12,043.08
Category: 55 - PROFESSIONAL SERVICES						
11-81-5515	CONSULTANT FEES	3,500.00	3,500.00	0.00	0.00	3,500.00
Category: 55 - PROFESSIONAL SERVICES Total:		3,500.00	3,500.00	0.00	0.00	3,500.00

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Category: 60 - OTHER SERVICES					
11-81-6003 LIABILITY-FIRE & CASUALTY INSR	23,000.00	23,000.00	338.92	25,962.76	-2,962.76
Category: 60 - OTHER SERVICES Total:	23,000.00	23,000.00	338.92	25,962.76	-2,962.76
Category: 97 - INTERFUND ACTIVITY					
11-81-9772 TECHNOLOGY USER FEE	5,000.00	5,000.00	0.00	5,000.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:	5,000.00	5,000.00	0.00	5,000.00	0.00
Department: 81 - CLUB HOUSE Total:	1,055,404.07	1,055,404.07	97,115.09	982,388.91	73,015.16

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Department: 82 - COURSE MAINTENANCE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
11-82-3001	SALARIES AND	352,835.75	352,835.75	32,331.51	249,959.49	102,876.26
11-82-3002	WAGES	0.00	0.00	375.00	375.00	-375.00
11-82-3003	LONGEVITY	2,496.26	2,496.26	73.84	502.13	1,994.13
11-82-3007	OVERTIME	5,000.00	5,000.00	90.00	10,239.74	-5,239.74
11-82-3051	FICA/MEDICARE TAXES	25,161.46	25,161.46	2,382.61	15,990.86	9,170.60
11-82-3052	WORKMEN'S COMPENSATION	6,947.00	6,947.00	0.00	7,662.47	-715.47
11-82-3053	UNEMPLOYMENT INSURANCE	2,018.06	2,018.06	31.35	158.62	1,859.44
11-82-3054	RETIREMENT	51,599.55	51,599.55	4,653.34	31,465.96	20,133.59
11-82-3055	INSURANCE	142,523.68	142,523.68	9,514.51	63,737.57	78,786.11
11-82-3056	LIFE INS	563.68	563.68	51.46	426.08	137.60
11-82-3057	DENTAL	7,155.46	7,155.46	440.64	2,843.43	4,312.03
11-82-3058	LONG-TERM DISABILITY	1,728.90	1,728.90	150.51	1,359.48	369.42
11-82-3060	VISION INSURANCE	604.76	604.76	86.17	589.21	15.55
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		598,634.56	598,634.56	50,180.94	385,310.04	213,324.52
Category: 35 - SUPPLIES						
11-82-3503	OFFICE SUPPLIES	500.00	500.00	0.00	144.54	355.46
11-82-3504	WEARING APPAREL	2,200.00	2,200.00	55.65	3,140.52	-940.52
11-82-3506	CHEMICALS	22,000.00	22,000.00	0.00	27,808.05	-5,808.05
11-82-3514	FUEL & OIL	19,000.00	19,000.00	923.04	16,717.24	2,282.76
11-82-3520	FOOD/WATER	750.00	750.00	0.00	405.44	344.56
11-82-3523	TOOLS/EQUIPMENT	4,500.00	4,500.00	0.00	4,005.66	494.34
11-82-3526	MINOR EQUIPMENT	3,500.00	3,500.00	0.00	1,099.87	2,400.13
11-82-3527	AGGREGATES	6,000.00	6,000.00	3,651.69	6,588.51	-588.51
11-82-3529	REPAIR PARTS	250.00	250.00	0.00	1,653.53	-1,403.53
11-82-3530	PESTICIDES	10,000.00	10,000.00	0.00	14,295.40	-4,295.40
11-82-3533	FERTILIZERS	50,000.00	50,000.00	8,994.46	51,450.84	-1,450.84
11-82-3535	GROUND/SHOP SUPPLIES	5,000.00	5,000.00	1,156.00	4,664.78	335.22
11-82-3536	LANDSCAPING MATERIALS	8,000.00	8,000.00	2,050.00	8,537.89	-537.89
11-82-3538	COURSE SUPPLIES	4,000.00	4,000.00	3,509.14	5,453.19	-1,453.19
11-82-3539	GOLF COURSE ACCESSORIES	4,500.00	4,500.00	549.80	3,812.39	687.61
11-82-3542	FIRST AID	750.00	750.00	0.00	0.00	750.00
Category: 35 - SUPPLIES Total:		140,950.00	140,950.00	20,889.78	149,777.85	-8,827.85
Category: 40 - MAINTENANCE--BLDGS, STRUC						
11-82-4041	WATER WELL MAINTENANCE	2,500.00	2,500.00	0.00	0.00	2,500.00
11-82-4046	PARKING LOT MAINTENANCE	1,500.00	1,500.00	0.00	0.00	1,500.00
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		4,000.00	4,000.00	0.00	0.00	4,000.00
Category: 45 - MAINTENANCE						
11-82-4505	IRRIGATION EQUIPMENT	7,000.00	7,000.00	0.00	9,536.84	-2,536.84
11-82-4520	GROUNDS OUTSOURCED	44,000.00	44,000.00	0.00	36,487.17	7,512.83
11-82-4599	MISCELLANEOUS EQUIPMENT	2,000.00	2,000.00	0.00	7,235.35	-5,235.35
Category: 45 - MAINTENANCE Total:		53,000.00	53,000.00	0.00	53,259.36	-259.36
Category: 50 - SERVICES						
11-82-5022	RENTAL EQUIPMENT	4,500.00	4,500.00	0.00	603.25	3,896.75
11-82-5027	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	1,484.20	-484.20
11-82-5029	TRAVEL/TRAINING	5,000.00	5,000.00	0.00	650.00	4,350.00
Category: 50 - SERVICES Total:		10,500.00	10,500.00	0.00	2,737.45	7,762.55
Category: 54 - SUNDRY						
11-82-5405	PERMITS & FEES	500.00	500.00	0.00	140.00	360.00
11-82-5406	LICENSES & PERMITS	0.00	0.00	0.00	143.41	-143.41
11-82-5412	WATER AUTHORITY FEES	90,000.00	90,000.00	0.00	138.00	89,862.00
Category: 54 - SUNDRY Total:		90,500.00	90,500.00	0.00	421.41	90,078.59
Category: 55 - PROFESSIONAL SERVICES						
11-82-5508	SANITARY/TRASH SERVICES	2,000.00	2,000.00	0.00	336.00	1,664.00
11-82-5530	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00
Category: 55 - PROFESSIONAL SERVICES Total:		3,000.00	3,000.00	0.00	336.00	2,664.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 97 - INTERFUND ACTIVITY					
11-82-9772 TECHNOLOGY USER FEE	375.00	375.00	0.00	375.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:	375.00	375.00	0.00	375.00	0.00
Department: 82 - COURSE MAINTENANCE Total:	900,959.56	900,959.56	71,070.72	592,217.11	308,742.45

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 83 - BUILDING MAINTENANCE						
Category: 35 - SUPPLIES						
11-83-3517	JANITORIAL SUPPLIES	5,500.00	5,500.00	820.88	6,115.74	-615.74
11-83-3523	TOOLS/EQUIPMENT	600.00	600.00	0.00	40.80	559.20
	Category: 35 - SUPPLIES Total:	6,100.00	6,100.00	820.88	6,156.54	-56.54
Category: 40 - MAINTENANCE--BLDGS, STRUC						
11-83-4001	BUILDINGS & GROUNDS	15,188.86	15,188.86	0.00	22,679.93	-7,491.07
	Category: 40 - MAINTENANCE--BLDGS, STRUC Total:	15,188.86	15,188.86	0.00	22,679.93	-7,491.07
Category: 45 - MAINTENANCE						
11-83-4501	FURN.FIXTURES, OFF EQUIP	3,000.00	3,000.00	0.00	1,262.49	1,737.51
	Category: 45 - MAINTENANCE Total:	3,000.00	3,000.00	0.00	1,262.49	1,737.51
Category: 50 - SERVICES						
11-83-5017	UTILITIES	25,000.00	25,000.00	2,706.54	21,867.59	3,132.41
	Category: 50 - SERVICES Total:	25,000.00	25,000.00	2,706.54	21,867.59	3,132.41
Category: 55 - PROFESSIONAL SERVICES						
11-83-5531	PEST CONTROL SERVICES	1,000.00	1,000.00	0.00	890.00	110.00
	Category: 55 - PROFESSIONAL SERVICES Total:	1,000.00	1,000.00	0.00	890.00	110.00
	Department: 83 - BUILDING MAINTENANCE Total:	50,288.86	50,288.86	3,527.42	52,856.55	-2,567.69

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 87 - GC CAPITAL IMPROVEMENT					
Category: 70 - CAPITAL IMPROVEMENTS					
11-87-7010 CAPITAL IMPROVEMENT	110,000.00	110,000.00	17,876.94	100,608.51	9,391.49
Category: 70 - CAPITAL IMPROVEMENTS Total:	110,000.00	110,000.00	17,876.94	100,608.51	9,391.49
Department: 87 - GC CAPITAL IMPROVEMENT Total:	110,000.00	110,000.00	17,876.94	100,608.51	9,391.49

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 88 - EQUIPMENT MAINTENANCE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
11-88-3001	SALARIES AND WAGES	47,796.94	47,796.94	5,512.80	45,465.76	2,331.18
11-88-3003	LONGEVITY	1,391.96	1,391.96	76.14	533.07	858.89
11-88-3007	OVERTIME	1,000.00	1,000.00	716.08	3,232.54	-2,232.54
11-88-3051	FICA/MEDICARE TAXES	3,650.31	3,650.31	473.99	6,696.27	-3,045.96
11-88-3052	WORKMEN'S COMPENSATION	975.00	975.00	0.00	1,532.49	-557.49
11-88-3053	UNEMPLOYMENT INSURANCE	252.41	252.41	6.31	68.79	183.62
11-88-3054	RETIREMENT	7,056.45	7,056.45	902.88	12,758.50	-5,702.05
11-88-3055	HEALTH INSURANCE	8,501.74	8,501.74	980.94	17,493.43	-8,991.69
11-88-3056	LIFE INS	70.46	70.46	8.13	65.92	4.54
11-88-3057	DENTAL	451.62	451.62	52.11	929.30	-477.68
11-88-3058	LONG TERM DISABILITY	234.21	234.21	27.00	708.67	-474.46
11-88-3060	VISION INSURANCE	107.12	107.12	12.36	226.60	-119.48
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		71,488.22	71,488.22	8,768.74	89,711.34	-18,223.12
Category: 35 - SUPPLIES						
11-88-3504	WEARING APPAREL	500.00	500.00	0.00	0.00	500.00
11-88-3514	FUEL & OIL	1,700.00	1,700.00	0.00	366.95	1,333.05
11-88-3523	TOOLS/EQUIPMENT	3,500.00	3,500.00	0.00	2,041.44	1,458.56
11-88-3526	MINOR EQUIPMENT	500.00	500.00	0.00	0.00	500.00
11-88-3529	REPAIR PARTS	20,000.00	20,000.00	5,349.06	16,569.64	3,430.36
11-88-3535	GROUND/SHOP SUPPLIES	2,200.00	2,200.00	765.86	2,838.53	-638.53
11-88-3542	FIRST AID	250.00	250.00	0.00	0.00	250.00
Category: 35 - SUPPLIES Total:		28,650.00	28,650.00	6,114.92	21,816.56	6,833.44
Category: 45 - MAINTENANCE						
11-88-4520	AUTO REPAIR/OUTSOURCED	1,000.00	1,000.00	0.00	0.00	1,000.00
11-88-4599	MISC EQUIPMENT MAINT.	5,000.00	5,000.00	0.00	0.00	5,000.00
Category: 45 - MAINTENANCE Total:		6,000.00	6,000.00	0.00	0.00	6,000.00
Category: 50 - SERVICES						
11-88-5029	TRAVEL/TRAINING	1,000.00	1,000.00	0.00	-17.23	1,017.23
Category: 50 - SERVICES Total:		1,000.00	1,000.00	0.00	-17.23	1,017.23
Category: 97 - INTERFUND ACTIVITY						
11-88-9791	EQUIPMENT USER FEE	292,993.00	292,993.00	0.00	292,993.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		292,993.00	292,993.00	0.00	292,993.00	0.00
Department: 88 - EQUIPMENT MAINTENANCE Total:		400,131.22	400,131.22	14,883.66	404,503.67	-4,372.45
Fund: 11 - GOLF COURSE FUND Surplus (Deficit):		0.00	0.00	-20,337.49	96,239.82	
Total Surplus (Deficit):		-3,103,699.00	-3,222,406.16	229,143.11	-464,724.53	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Group Summary

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 02 - UTILITY FUND					
Department: 40 - REVENUES					
85 - FEE & CHARGES FOR SERVICE	4,913,100.00	4,913,100.00	672,680.56	4,698,456.27	214,643.73
96 - INTEREST EARNED	20,000.00	90,000.00	12,252.20	134,502.84	-44,502.84
98 - MISCELLANEOUS REVENUE	60,000.00	60,000.00	5,644.02	60,875.04	-875.04
99 - OTHER AGENCY REVENUES	624,835.00	624,835.00	0.00	79,168.32	545,666.68
Department: 40 - REVENUES Total:	5,617,935.00	5,687,935.00	690,576.78	4,973,002.47	714,932.53

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 45 - WATER & SEWER					
30 - SALARIES, WAGES, & BENEFITS	361,449.12	361,449.12	40,687.89	289,682.29	71,766.83
35 - SUPPLIES	88,110.00	88,110.00	4,195.77	75,266.42	12,843.58
40 - MAINTENANCE--BLDGS, STRUC	276,000.00	276,000.00	40,148.97	343,204.47	-67,204.47
45 - MAINTENANCE	7,400.00	7,400.00	0.00	3,193.75	4,206.25
50 - SERVICES	551,499.88	551,499.88	90,473.31	597,343.49	-45,843.61
54 - SUNDRY	1,881,900.00	1,881,900.00	160,473.55	1,994,281.18	-112,381.18
55 - PROFESSIONAL SERVICES	210,000.00	210,000.00	0.00	77,234.34	132,765.66
60 - OTHER SERVICES	29,000.00	29,000.00	138.65	26,096.70	2,903.30
97 - INTERFUND ACTIVITY	857,881.00	857,881.00	0.00	857,881.00	0.00
Department: 45 - WATER & SEWER Total:	4,263,240.00	4,263,240.00	336,118.14	4,264,183.64	-943.64

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 46 - UTILITY CAPITAL PROJECT					
70 - CAPITAL IMPROVEMENTS	4,535,394.00	4,724,101.16	109,775.72	1,362,634.13	3,361,467.03
Department: 46 - UTILITY CAPITAL PROJECT Total:	4,535,394.00	4,724,101.16	109,775.72	1,362,634.13	3,361,467.03
Fund: 02 - UTILITY FUND Surplus (Deficit):	-3,180,699.00	-3,299,406.16	244,682.92	-653,815.30	-2,645,590.86
Fund: 04 - IMPACT FEE FUND					
Department: 43 - 43					
85 - FEE & CHARGES FOR SERVICE	75,000.00	75,000.00	63.00	50,508.00	24,492.00
96 - INTEREST EARNED	2,000.00	2,000.00	4,734.68	42,342.95	-40,342.95
Department: 43 - 43 Total:	77,000.00	77,000.00	4,797.68	92,850.95	-15,850.95
Fund: 04 - IMPACT FEE FUND Total:	77,000.00	77,000.00	4,797.68	92,850.95	-15,850.95
Fund: 11 - GOLF COURSE FUND					
Department: 80 - 80					
85 - FEE & CHARGES FOR SERVICE	2,299,500.00	2,299,500.00	182,913.84	2,224,003.93	75,496.07
96 - INTEREST EARNED	2,800.00	2,800.00	1,222.50	4,810.64	-2,010.64
97 - INTERFUND ACTIVITY	214,483.71	214,483.71	0.00	0.00	214,483.71
Department: 80 - 80 Total:	2,516,783.71	2,516,783.71	184,136.34	2,228,814.57	287,969.14

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 81 - CLUB HOUSE					
30 - SALARIES, WAGES, & BENEFITS	694,773.95	694,773.95	82,688.85	633,948.73	60,825.22
34 - COST OF SALES	185,500.00	185,500.00	6,969.85	204,219.38	-18,719.38
35 - SUPPLIES	17,350.00	17,350.00	0.00	10,084.73	7,265.27
45 - MAINTENANCE	10,450.00	10,450.00	286.15	4,210.67	6,239.33
50 - SERVICES	38,430.12	38,430.12	1,689.55	33,605.72	4,824.40
54 - SUNDRY	77,400.00	77,400.00	5,141.77	65,356.92	12,043.08
55 - PROFESSIONAL SERVICES	3,500.00	3,500.00	0.00	0.00	3,500.00
60 - OTHER SERVICES	23,000.00	23,000.00	338.92	25,962.76	-2,962.76
97 - INTERFUND ACTIVITY	5,000.00	5,000.00	0.00	5,000.00	0.00
Department: 81 - CLUB HOUSE Total:	1,055,404.07	1,055,404.07	97,115.09	982,388.91	73,015.16

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 82 - COURSE MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	598,634.56	598,634.56	50,180.94	385,310.04	213,324.52
35 - SUPPLIES	140,950.00	140,950.00	20,889.78	149,777.85	-8,827.85
40 - MAINTENANCE--BLDGS, STRUC	4,000.00	4,000.00	0.00	0.00	4,000.00
45 - MAINTENANCE	53,000.00	53,000.00	0.00	53,259.36	-259.36
50 - SERVICES	10,500.00	10,500.00	0.00	2,737.45	7,762.55
54 - SUNDRY	90,500.00	90,500.00	0.00	421.41	90,078.59
55 - PROFESSIONAL SERVICES	3,000.00	3,000.00	0.00	336.00	2,664.00
97 - INTERFUND ACTIVITY	375.00	375.00	0.00	375.00	0.00
Department: 82 - COURSE MAINTENANCE Total:	900,959.56	900,959.56	71,070.72	592,217.11	308,742.45

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 83 - BUILDING MAINTENANCE					
35 - SUPPLIES	6,100.00	6,100.00	820.88	6,156.54	-56.54
40 - MAINTENANCE--BLDGS, STRUC	15,188.86	15,188.86	0.00	22,679.93	-7,491.07
45 - MAINTENANCE	3,000.00	3,000.00	0.00	1,262.49	1,737.51
50 - SERVICES	25,000.00	25,000.00	2,706.54	21,867.59	3,132.41
55 - PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	890.00	110.00
Department: 83 - BUILDING MAINTENANCE Total:	50,288.86	50,288.86	3,527.42	52,856.55	-2,567.69

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 87 - GC CAPITAL IMPROVEMENT					
70 - CAPITAL IMPROVEMENTS	110,000.00	110,000.00	17,876.94	100,608.51	9,391.49
Department: 87 - GC CAPITAL IMPROVEMENT Total:	110,000.00	110,000.00	17,876.94	100,608.51	9,391.49

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 88 - EQUIPMENT MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	71,488.22	71,488.22	8,768.74	89,711.34	-18,223.12
35 - SUPPLIES	28,650.00	28,650.00	6,114.92	21,816.56	6,833.44
45 - MAINTENANCE	6,000.00	6,000.00	0.00	0.00	6,000.00
50 - SERVICES	1,000.00	1,000.00	0.00	-17.23	1,017.23
97 - INTERFUND ACTIVITY	292,993.00	292,993.00	0.00	292,993.00	0.00
Department: 88 - EQUIPMENT MAINTENANCE Total:	400,131.22	400,131.22	14,883.66	404,503.67	-4,372.45
Fund: 11 - GOLF COURSE FUND Surplus (Deficit):	0.00	0.00	-20,337.49	96,239.82	-96,239.82
Total Surplus (Deficit):	-3,103,699.00	-3,222,406.16	229,143.11	-464,724.53	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
02 - UTILITY FUND	-3,180,699.00	-3,299,406.16	244,682.92	-653,815.30	-2,645,590.86
04 - IMPACT FEE FUND	77,000.00	77,000.00	4,797.68	92,850.95	-15,850.95
11 - GOLF COURSE FUND	0.00	0.00	-20,337.49	96,239.82	-96,239.82
Total Surplus (Deficit):	-3,103,699.00	-3,222,406.16	229,143.11	-464,724.53	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023



Jersey Village, TX

Income Statement Account Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Fund: 01 - GENERAL FUND						
Department: 10 - REVENUES						
Category: 72 - PROPERTY TAXES						
01-10-7201	CURRENT PROPERTY TAXES	7,432,187.00	7,432,187.00	1.14	7,522,387.12	-90,200.12
01-10-7202	DELINQUENT PROPERTY TAXES	30,000.00	30,000.00	7,326.18	-93,209.96	123,209.96
01-10-7203	PENALTY, INTEREST & COSTS	25,000.00	25,000.00	885.82	21,177.23	3,822.77
	Category: 72 - PROPERTY TAXES Total:	7,487,187.00	7,487,187.00	8,213.14	7,450,354.39	36,832.61
Category: 75 - OTHER TAXES						
01-10-7511	ELECTRIC FRANCHISE	370,000.00	370,000.00	30,349.46	332,174.59	37,825.41
01-10-7512	TELEPHONE FRANCHISE	20,000.00	20,000.00	2,598.56	11,647.85	8,352.15
01-10-7513	GAS FRANCHISE	40,000.00	40,000.00	9,442.59	55,243.92	-15,243.92
01-10-7514	CABLE TV FRANCHISE	75,000.00	75,000.00	18,660.46	74,943.65	56.35
01-10-7515	TELECOMMUNICATION	14,000.00	14,000.00	3,638.52	17,787.87	-3,787.87
01-10-7621	SALES TAX	4,400,000.00	4,400,000.00	493,626.36	5,039,936.82	-639,936.82
01-10-7631	MIXED DRINK TAX	30,000.00	30,000.00	4,471.01	31,385.47	-1,385.47
	Category: 75 - OTHER TAXES Total:	4,949,000.00	4,949,000.00	562,786.96	5,563,120.17	-614,120.17
Category: 80 - FINES WARRANTS & BONDS						
01-10-8001	FINES	900,000.00	900,000.00	55,634.08	653,085.09	246,914.91
01-10-8002	TIME PAYMENT FEE-GENERAL	10,000.00	10,000.00	259.84	4,426.89	5,573.11
01-10-8003	TIME PAYMENT FEE-COURT	0.00	0.00	31.21	391.63	-391.63
01-10-8004	COURT TECHNOLOGY FEES	0.00	0.00	1,336.43	14,642.16	-14,642.16
01-10-8005	COURT SECURITY FEE	0.00	0.00	1,589.50	16,738.53	-16,738.53
01-10-8006	OMNI FEE	8,000.00	8,000.00	204.00	2,983.17	5,016.83
01-10-8008	JUDICIAL FEE	0.00	0.00	47.80	681.25	-681.25
	Category: 80 - FINES WARRANTS & BONDS Total:	918,000.00	918,000.00	59,102.86	692,948.72	225,051.28
Category: 85 - FEE & CHARGES FOR SERVICE						
01-10-8501	GARBAGE FEES/RESIDENTIAL	500.00	500.00	0.00	0.00	500.00
01-10-8503	POOL MEMBERSHIP FEES	20,000.00	20,000.00	5,004.00	38,697.66	-18,697.66
01-10-8504	SWIM LESSON	6,000.00	6,000.00	120.00	4,470.00	1,530.00
01-10-8505	POOL RENTALS	2,000.00	2,000.00	0.00	3,855.00	-1,855.00
01-10-8506	REC PROGRAMS	8,000.00	8,000.00	130.00	10,259.92	-2,259.92
01-10-8507	AMBULANCE SERVICE FEES	250,000.00	250,000.00	24,556.42	420,234.10	-170,234.10
01-10-8509	PET TAGS	500.00	500.00	20.00	330.00	170.00
01-10-8510	COIN OPERATOR FEES	0.00	0.00	0.00	187.50	-187.50
01-10-8511	JERSEY VILLAGE STICKERS	0.00	0.00	13.00	68.00	-68.00
01-10-8512	RENTAL FEE	40,000.00	40,000.00	725.00	40,951.50	-951.50
01-10-8513	CHILD SAFETY FEE-COUNTY	9,000.00	9,000.00	720.45	8,960.37	39.63
01-10-8514	FOOD & BEVERAGE FEES	500.00	500.00	305.02	670.06	-170.06
01-10-8515	POLICE OFFICER FEE	0.00	0.00	560.00	1,400.00	-1,400.00
01-10-8516	FARMER'S MARKET FEES	4,500.00	4,500.00	0.00	1,416.00	3,084.00
01-10-8517	PARK RENTALS	7,000.00	7,000.00	475.00	6,880.00	120.00
01-10-8519	FOUNDER'S DAY	13,000.00	13,000.00	0.00	15,692.00	-2,692.00
01-10-8999	PLAN CHECKING AND PLAT REVIEW	40,000.00	40,000.00	73.50	24,657.17	15,342.83
	Category: 85 - FEE & CHARGES FOR SERVICE Total:	401,000.00	401,000.00	32,702.39	578,729.28	-177,729.28
Category: 90 - LICENSES & PERMITS						
01-10-9001	BUILDING PERMITS	105,000.00	105,000.00	29,764.15	151,097.26	-46,097.26
01-10-9002	PLUMBING PERMITS	15,000.00	15,000.00	1,281.00	10,448.00	4,552.00
01-10-9003	ELECTRICAL PERMITS	18,000.00	18,000.00	1,235.75	11,302.85	6,697.15
01-10-9004	MECHANICAL PERMITS	9,000.00	9,000.00	126.00	5,397.99	3,602.01
01-10-9006	SIGN PERMITS	14,000.00	14,000.00	1,760.46	14,095.15	-95.15
01-10-9007	LIQUOR LICENSES	8,000.00	8,000.00	810.00	4,330.00	3,670.00
01-10-9010	ANTENNA ANNUAL FEES	4,400.00	4,400.00	0.00	4,479.86	-79.86

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01-10-9011 PLANNING & ZONING APPLICATION FEES	2,000.00	2,000.00	0.00	1,000.00	1,000.00
01-10-9012 BURGLAR/FIRE ALARM PERMIT	6,000.00	6,000.00	291.75	2,296.99	3,703.01
01-10-9013 FIRE MARSHAL PERM FEES	1,100.00	1,100.00	63.00	1,449.90	-349.90
01-10-9015 OPERATIONAL HARZADOUS PERM	100.00	100.00	0.00	60.00	40.00
01-10-9016 HOTEL/MOTEL LICENSE PERMITS	1,000.00	1,000.00	0.00	1,050.00	-50.00
01-10-9017 PLAN CHECKING AND PLAN REVIEW	0.00	0.00	8,436.64	11,287.79	-11,287.79
Category: 90 - LICENSES & PERMITS Total:	183,600.00	183,600.00	43,768.75	218,295.79	-34,695.79
Category: 96 - INTEREST EARNED					
01-10-9601 INTEREST EARNED	37,000.00	500,000.00	86,744.37	774,357.41	-274,357.41
Category: 96 - INTEREST EARNED Total:	37,000.00	500,000.00	86,744.37	774,357.41	-274,357.41
Category: 97 - INTERFUND ACTIVITY					
01-10-9750 CRIME CONTROL DISTRICT REIMB.	2,199,905.00	2,199,905.00	0.00	2,199,905.00	0.00
01-10-9752 TRANSFER FROM UTLY FUND	630,000.00	630,000.00	0.00	630,000.00	0.00
01-10-9754 TRANFER FROM MOTEL TAX FUND	26,100.00	26,100.00	0.00	26,100.00	0.00
01-10-9755 FIRE CONTROL PREV & EMERG REIMB	1,679,647.00	1,679,647.00	0.00	1,679,647.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:	4,535,652.00	4,535,652.00	0.00	4,535,652.00	0.00
Category: 98 - MISCELLANEOUS REVENUE					
01-10-9816 PROPERTY LIENS/ORD VIOLATION	0.00	0.00	548.92	548.92	-548.92
01-10-9899 MISCELLANEOUS	70,000.00	70,000.00	12,691.27	61,240.87	8,759.13
Category: 98 - MISCELLANEOUS REVENUE Total:	70,000.00	70,000.00	13,240.19	61,789.79	8,210.21
Category: 99 - OTHER AGENCY REVENUES					
01-10-9905 AMBULANCE FEES STATE GRANT	67,000.00	67,000.00	0.00	0.00	67,000.00
01-10-9906 LEOSE FUNDS - TRAINING GRANT	0.00	0.00	0.00	2,563.23	-2,563.23
Category: 99 - OTHER AGENCY REVENUES Total:	67,000.00	67,000.00	0.00	2,563.23	64,436.77
Department: 10 - REVENUES Total:	18,648,439.00	19,111,439.00	806,558.66	19,877,810.78	-766,371.78

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Department: 11 - ADMINISTRATIVE SERVICE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-11-3001	SALARIES	645,830.76	645,830.76	83,901.96	623,504.77	22,325.99
01-11-3002	WAGES	27,744.08	27,744.08	0.00	10,895.24	16,848.84
01-11-3003	LONGEVITY	1,008.28	1,008.28	184.66	1,273.25	-264.97
01-11-3010	INCENTIVES	1,799.98	1,799.98	207.69	1,626.90	173.08
01-11-3020	EMPLOYEE AWARDS/BONUS	9,000.00	9,000.00	0.00	6,451.89	2,548.11
01-11-3051	FICA/MEDICARE TAXES	44,876.13	44,876.13	6,363.21	45,952.63	-1,076.50
01-11-3052	WORKMEN'S COMPENSATION	1,000.00	1,000.00	0.00	729.54	270.46
01-11-3053	UNEMPLOYMENT INSURANCE	1,260.00	1,260.00	85.64	317.67	942.33
01-11-3054	RETIREMENT	94,503.22	94,503.22	12,257.64	91,445.47	3,057.75
01-11-3055	HEALTH INSURANCE	78,913.38	78,913.38	9,105.36	72,030.06	6,883.32
01-11-3056	LIFE INS	352.30	352.30	48.78	347.82	4.48
01-11-3057	DENTAL INSURANCE	5,092.10	5,092.10	587.55	4,639.59	452.51
01-11-3058	LONG-TERM DISABILITY	2,200.74	2,200.74	368.67	3,479.68	-1,278.94
01-11-3060	VISION INSURANCE	545.74	545.74	62.97	501.65	44.09
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		914,126.71	914,126.71	113,174.13	863,196.16	50,930.55
Category: 35 - SUPPLIES						
01-11-3502	POSTAGE/FREIGHT/DEL. FEE	150.00	150.00	0.00	24.99	125.01
01-11-3503	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	3,290.15	709.85
01-11-3504	WEARING APPAREL	500.00	500.00	0.00	459.60	40.40
01-11-3510	BOOKS & PERIODICALS	200.00	200.00	0.00	0.00	200.00
01-11-3520	FOOD	11,000.00	11,000.00	0.00	13,027.35	-2,027.35
Category: 35 - SUPPLIES Total:		15,850.00	15,850.00	0.00	16,802.09	-952.09
Category: 45 - MAINTENANCE						
01-11-4501	FURN.,FIXT.,& OFF. MACH.	2,000.00	2,000.00	0.00	179.85	1,820.15
Category: 45 - MAINTENANCE Total:		2,000.00	2,000.00	0.00	179.85	1,820.15
Category: 50 - SERVICES						
01-11-5001	MAYOR & COUNCIL EXPENDITURES	4,000.00	4,000.00	0.00	4,907.53	-907.53
01-11-5007	RECORDS MANAGEMENT	7,500.00	7,500.00	0.00	2,973.42	4,526.58
01-11-5012	PRINTING	250.00	250.00	0.00	0.00	250.00
01-11-5014	MEDICAL EXPENSES	11,500.00	11,500.00	0.00	9,934.00	1,566.00
01-11-5020	COMMUNICATIONS	8,399.60	8,399.60	615.24	5,416.03	2,983.57
01-11-5025	NEWSPAPER NOTICES	6,500.00	6,500.00	0.00	3,205.34	3,294.66
01-11-5026	CODIFICATIONS	7,400.00	7,400.00	4,513.92	6,948.20	451.80
01-11-5027	MEMBERSHIPS/SUBSCRIPTIONS	6,000.00	6,000.00	61.00	9,384.07	-3,384.07
01-11-5028	TEXAS LEGISLATIVE SERVICES	1.00	1.00	0.00	0.00	1.00
01-11-5029	TRAVEL/TRAINING	14,000.00	14,000.00	0.00	8,006.82	5,993.18
01-11-5030	CAR ALLOWANCE	6,500.00	6,500.00	750.00	6,000.00	500.00
01-11-5041	NEWSLETTER	9,500.00	9,500.00	0.00	4,920.50	4,579.50
01-11-5044	ADVERTISING	0.00	4,900.00	0.00	4,407.00	493.00
Category: 50 - SERVICES Total:		81,550.60	86,450.60	5,940.16	66,102.91	20,347.69
Category: 54 - SUNDRY						
01-11-5401	ELECTION EXPENSE	9,500.00	9,500.00	0.00	12,378.10	-2,878.10
Category: 54 - SUNDRY Total:		9,500.00	9,500.00	0.00	12,378.10	-2,878.10
Category: 60 - OTHER SERVICES						
01-11-6005	NOTARY SURETY BONDS	300.00	300.00	0.00	0.00	300.00
Category: 60 - OTHER SERVICES Total:		300.00	300.00	0.00	0.00	300.00
Category: 65 - CAPITAL OUTLAY						
01-11-6574	COMPUTER SOFTWARE	0.00	0.00	0.00	895.46	-895.46
Category: 65 - CAPITAL OUTLAY Total:		0.00	0.00	0.00	895.46	-895.46
Category: 97 - INTERFUND ACTIVITY						
01-11-9772	TECHNOLOGY USER FEE	5,250.00	5,250.00	0.00	5,250.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		5,250.00	5,250.00	0.00	5,250.00	0.00
Department: 11 - ADMINISTRATIVE SERVICE Total:		1,028,577.31	1,033,477.31	119,114.29	964,804.57	68,672.74

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Department: 12 - LEGAL/OTHER SERVICES						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-12-3052	WORKMEN'S COMPENSATION	250.00	250.00	0.00	0.00	250.00
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		250.00	250.00	0.00	0.00	250.00
Category: 50 - SERVICES						
01-12-5023	GRANTS AND INCENTIVES	2,014,000.00	2,014,000.00	695,881.46	2,167,841.27	-153,841.27
Category: 50 - SERVICES Total:		2,014,000.00	2,014,000.00	695,881.46	2,167,841.27	-153,841.27
Category: 55 - PROFESSIONAL SERVICES						
01-12-5502	LEGAL FEES	110,000.00	110,000.00	114.00	56,932.84	53,067.16
01-12-5515	CONSULTANT SERVICES	10,000.00	10,000.00	0.00	6,340.16	3,659.84
Category: 55 - PROFESSIONAL SERVICES Total:		120,000.00	120,000.00	114.00	63,273.00	56,727.00
Category: 60 - OTHER SERVICES						
01-12-6001	AUTOMOBILE LIABILITY	72,350.00	72,350.00	0.00	61,902.29	10,447.71
01-12-6003	LIABILITY-FIRE & CASUALTY INSR	73,140.00	73,140.00	1,062.99	89,317.46	-16,177.46
01-12-6005	SURETY BONDS	500.00	500.00	0.00	565.46	-65.46
Category: 60 - OTHER SERVICES Total:		145,990.00	145,990.00	1,062.99	151,785.21	-5,795.21
Category: 97 - INTERFUND ACTIVITY						
01-12-9760	TRANSFER TO CAPITAL IMPROVEMENTS	166,309.00	666,309.00	0.00	666,309.00	0.00
01-12-9761	TRANSFER TO GOLF FUND	214,483.71	214,483.71	0.00	0.00	214,483.71
01-12-9763	TRANSFER TO TIRZ 3	750,000.00	750,000.00	0.00	750,000.00	0.00
01-12-9772	TECHNOLOGY USER FEES	375.00	375.00	0.00	375.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		1,131,167.71	1,631,167.71	0.00	1,416,684.00	214,483.71
Department: 12 - LEGAL/OTHER SERVICES Total:		3,411,407.71	3,911,407.71	697,058.45	3,799,583.48	111,824.23

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Department: 13 - INFO TECHNOLOGY						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-13-3001	SALARIES	241,357.71	241,357.71	29,017.53	212,013.94	29,343.77
01-13-3002	WAGES	4,713.28	4,713.28	0.00	0.00	4,713.28
01-13-3003	LONGEVITY	479.96	479.96	55.38	450.02	29.94
01-13-3010	INCENTIVES	1,200.00	1,200.00	138.45	369.20	830.80
01-13-3051	FICA/MEDICARE TAXES	18,126.45	18,126.45	2,162.19	15,663.71	2,462.74
01-13-3052	WORKMEN'S COMPENSATION	540.00	540.00	0.00	437.72	102.28
01-13-3053	UNEMPLOYMENT INSURANCE	887.97	887.97	29.55	119.97	768.00
01-13-3054	RETIREMENT	34,974.82	34,974.82	4,233.63	30,756.71	4,218.11
01-13-3055	HEALTH INSURANCE	48,024.34	48,024.34	3,662.19	36,516.53	11,507.81
01-13-3056	LIFE INS	199.16	199.16	24.39	185.61	13.55
01-13-3057	DENTAL INSURANCE	2,771.86	2,771.86	319.83	2,371.48	400.38
01-13-3058	LONG-TERM DISABILITY	1,092.94	1,092.94	143.94	1,263.60	-170.66
01-13-3060	VISION INSURANCE	413.92	413.92	47.76	359.37	54.55
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		354,782.41	354,782.41	39,834.84	300,507.86	54,274.55
Category: 35 - SUPPLIES						
01-13-3502	POSTAGE/FREIGHT	500.00	500.00	0.00	50.16	449.84
01-13-3503	OFFICE SUPPLIES	250.00	250.00	0.00	271.77	-21.77
01-13-3509	COMPUTER SUPPLIES	2,200.00	2,200.00	0.00	2,213.01	-13.01
01-13-3510	BOOKS & PERIODICALS	100.00	100.00	0.00	0.00	100.00
Category: 35 - SUPPLIES Total:		3,050.00	3,050.00	0.00	2,534.94	515.06
Category: 45 - MAINTENANCE						
01-13-4501	FURN. FIXTURES. OFF EQUIPMENT	6,314.00	6,314.00	682.45	7,733.51	-1,419.51
01-13-4502	COMPUTER EQUIPMENT	9,500.00	9,500.00	0.00	9,071.40	428.60
01-13-4504	SOFTWARE MAINTENANCE	405,000.00	405,000.00	27,691.67	239,829.14	165,170.86
Category: 45 - MAINTENANCE Total:		420,814.00	420,814.00	28,374.12	256,634.05	164,179.95
Category: 50 - SERVICES						
01-13-5020	COMMUNICATIONS	30,419.90	30,419.90	414.51	29,776.01	643.89
01-13-5027	MEMBERSHIPS/SUBSCRIPT	1,450.00	1,450.00	0.00	1,436.01	13.99
01-13-5029	TRAVEL/TRAINING	7,600.00	7,600.00	0.00	5,483.71	2,116.29
Category: 50 - SERVICES Total:		39,469.90	39,469.90	414.51	36,695.73	2,774.17
Category: 55 - PROFESSIONAL SERVICES						
01-13-5515	CONSULTANT SERVICES	105,000.00	105,000.00	6,636.20	41,005.10	63,994.90
Category: 55 - PROFESSIONAL SERVICES Total:		105,000.00	105,000.00	6,636.20	41,005.10	63,994.90
Category: 65 - CAPITAL OUTLAY						
01-13-6573	COMPUTER EQUIPMENT	4,000.00	4,000.00	0.00	7,644.00	-3,644.00
01-13-6574	COMPUTER SOFTWARE	0.00	0.00	0.00	93.84	-93.84
Category: 65 - CAPITAL OUTLAY Total:		4,000.00	4,000.00	0.00	7,737.84	-3,737.84
Category: 97 - INTERFUND ACTIVITY						
01-13-9772	TECHNOLOGY USER FEE	48,203.00	48,203.00	0.00	48,203.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		48,203.00	48,203.00	0.00	48,203.00	0.00
Department: 13 - INFO TECHNOLOGY Total:		975,319.31	975,319.31	75,259.67	693,318.52	282,000.79

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Department: 14 - PURCHASING						
Category: 35 - SUPPLIES						
01-14-3502	POSTAGE/FREIGHT	17,000.00	17,000.00	310.00	14,611.08	2,388.92
01-14-3503	OFFICE SUPPLIES	3,000.00	3,000.00	124.49	3,117.26	-117.26
	Category: 35 - SUPPLIES Total:	20,000.00	20,000.00	434.49	17,728.34	2,271.66
Category: 50 - SERVICES						
01-14-5022	RENTAL OF EQUIPMENT	2,675.00	2,675.00	0.00	2,004.75	670.25
	Category: 50 - SERVICES Total:	2,675.00	2,675.00	0.00	2,004.75	670.25
	Department: 14 - PURCHASING Total:	22,675.00	22,675.00	434.49	19,733.09	2,941.91

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Department: 15 - ACCOUNTING SERVICES						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-15-3001	SALARIES	282,113.65	282,113.65	22,264.80	195,465.34	86,648.31
01-15-3003	LONGEVITY	864.24	864.24	117.69	956.81	-92.57
01-15-3007	OVERTIME	2,900.00	2,900.00	0.00	0.00	2,900.00
01-15-3010	INCENTIVES	600.08	600.08	0.00	597.38	2.70
01-15-3051	FICA/MEDICARE TAXES	20,554.78	20,554.78	1,681.98	14,365.19	6,189.59
01-15-3052	WORKMEN'S COMPENSATION	550.00	550.00	0.00	437.72	112.28
01-15-3053	UNEMPLOYMENT INSURANCE	757.19	757.19	22.94	104.52	652.67
01-15-3054	RETIREMENT	41,281.39	41,281.39	3,225.00	28,234.49	13,046.90
01-15-3055	HEALTH INSURANCE	54,976.74	54,976.74	1,961.88	30,529.14	24,447.60
01-15-3056	LIFE INS	211.38	211.38	16.26	160.79	50.59
01-15-3057	DENTAL INSURANCE	3,480.36	3,480.36	185.97	2,196.42	1,283.94
01-15-3058	LONG-TERM DISABILITY	1,163.31	1,163.31	109.80	1,231.54	-68.23
01-15-3060	VISION INSURANCE	390.52	390.52	22.02	240.21	150.31
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		409,843.64	409,843.64	29,608.34	274,519.55	135,324.09
Category: 35 - SUPPLIES						
01-15-3502	POSTAGE/FREIGHT/DEL.FEE	200.00	200.00	0.00	0.00	200.00
01-15-3503	OFFICE SUPPLIES	700.00	700.00	59.41	487.88	212.12
01-15-3510	BOOKS & PERIODICALS	50.00	50.00	0.00	0.00	50.00
01-15-3520	FOOD	3,400.00	3,400.00	0.00	2,875.49	524.51
Category: 35 - SUPPLIES Total:		4,350.00	4,350.00	59.41	3,363.37	986.63
Category: 45 - MAINTENANCE						
01-15-4501	FURN.FIXT. & OFF.MACH.	150.00	150.00	0.00	0.00	150.00
Category: 45 - MAINTENANCE Total:		150.00	150.00	0.00	0.00	150.00
Category: 50 - SERVICES						
01-15-5012	PRINTING	1,200.00	1,200.00	0.00	562.00	638.00
01-15-5020	COMMUNICATIONS	2,899.90	2,899.90	199.89	1,910.97	988.93
01-15-5027	MEMBERSHIPS	400.00	400.00	0.00	530.00	-130.00
01-15-5029	TRAVEL/TRAINING	4,000.00	4,000.00	0.00	872.20	3,127.80
Category: 50 - SERVICES Total:		8,499.90	8,499.90	199.89	3,875.17	4,624.73
Category: 54 - SUNDRY						
01-15-5405	PERMITS & FEES	550.00	550.00	0.00	805.00	-255.00
Category: 54 - SUNDRY Total:		550.00	550.00	0.00	805.00	-255.00
Category: 55 - PROFESSIONAL SERVICES						
01-15-5501	AUDITS/CONTRACTS/STUDIES	50,000.00	50,000.00	50.00	55,988.84	-5,988.84
Category: 55 - PROFESSIONAL SERVICES Total:		50,000.00	50,000.00	50.00	55,988.84	-5,988.84
Category: 97 - INTERFUND ACTIVITY						
01-15-9772	TECHNOLOGY USER FEE	1,575.00	1,575.00	0.00	1,575.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		1,575.00	1,575.00	0.00	1,575.00	0.00
Department: 15 - ACCOUNTING SERVICES Total:		474,968.54	474,968.54	29,917.64	340,126.93	134,841.61

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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For Fiscal: 2022-2023 Period Ending: 08/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 16 - CUSTOMER SERVICE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-16-3001	SALARIES	40,876.99	40,876.99	4,716.00	36,554.41	4,322.58
01-16-3003	LONGEVITY	624.00	624.00	96.93	706.65	-82.65
01-16-3007	OVERTIME	100.00	100.00	0.00	30.86	69.14
01-16-3010	INCENTIVES	959.92	959.92	124.62	976.19	-16.27
01-16-3051	FICA/MEDICARE TAXES	2,915.33	2,915.33	333.93	2,591.76	323.57
01-16-3052	WORKMEN'S COMPENSATION	175.00	175.00	0.00	145.91	29.09
01-16-3053	UNEMPLOYMENT INSURANCE	252.04	252.04	4.95	25.43	226.61
01-16-3054	RETIREMENT	6,094.72	6,094.72	707.07	5,460.78	633.94
01-16-3055	HEALTH INSURANCE	16,285.10	16,285.10	1,879.05	14,719.23	1,565.87
01-16-3056	LIFE INS	70.46	70.46	8.13	65.77	4.69
01-16-3057	DENTAL INSURANCE	451.62	451.62	0.00	0.00	451.62
01-16-3058	LONG-TERM DISABILITY	200.30	200.30	23.10	228.10	-27.80
01-16-3060	VISION INSURANCE	107.12	107.12	9.66	75.67	31.45
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		69,112.60	69,112.60	7,903.44	61,580.76	7,531.84
Category: 35 - SUPPLIES						
01-16-3503	OFFICE SUPPLIES	500.00	500.00	0.00	232.00	268.00
Category: 35 - SUPPLIES Total:		500.00	500.00	0.00	232.00	268.00
Category: 45 - MAINTENANCE						
01-16-4501	FURN., FIX, & OFF MACH EQ	400.00	400.00	0.00	137.55	262.45
Category: 45 - MAINTENANCE Total:		400.00	400.00	0.00	137.55	262.45
Category: 50 - SERVICES						
01-16-5020	COMMUNICATIONS	1,100.00	1,100.00	61.44	803.36	296.64
Category: 50 - SERVICES Total:		1,100.00	1,100.00	61.44	803.36	296.64
Category: 55 - PROFESSIONAL SERVICES						
01-16-5527	HARRIS CTY APPRAISAL DIST	62,000.00	62,000.00	16,619.00	66,259.31	-4,259.31
01-16-5528	HARRIS CTY TAX OFFICE	7,000.00	7,000.00	0.00	5,758.24	1,241.76
Category: 55 - PROFESSIONAL SERVICES Total:		69,000.00	69,000.00	16,619.00	72,017.55	-3,017.55
Category: 97 - INTERFUND ACTIVITY						
01-16-9772	TECHNOLOGY USER FEE	375.00	375.00	0.00	375.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		375.00	375.00	0.00	375.00	0.00
Department: 16 - CUSTOMER SERVICE Total:		140,487.60	140,487.60	24,583.88	135,146.22	5,341.38

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 19 - MUNICIPAL COURT						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-19-3001	SALARIES	169,913.74	169,913.74	19,069.23	135,894.12	34,019.62
01-19-3003	LONGEVITY	1,152.06	1,152.06	166.14	1,301.41	-149.35
01-19-3007	OVERTIME	5,000.00	5,000.00	0.00	492.77	4,507.23
01-19-3010	INCENTIVES	1,200.16	1,200.16	69.24	877.04	323.12
01-19-3051	FICA/MEDICARE TAXES	12,498.70	12,498.70	1,524.13	11,233.38	1,265.32
01-19-3052	WORKMEN'S COMPENSATION	469.00	469.00	0.00	437.72	31.28
01-19-3053	UNEMPLOYMENT INSURANCE	758.06	758.06	22.75	98.99	659.07
01-19-3054	RETIREMENT	25,384.49	25,384.49	2,943.42	21,732.42	3,652.07
01-19-3055	HEALTH INSURANCE	46,343.18	46,343.18	4,351.08	33,429.50	12,913.68
01-19-3056	LIFE INS	211.38	211.38	24.39	191.46	19.92
01-19-3057	DENTAL INSURANCE	2,771.86	2,771.86	319.83	2,470.60	301.26
01-19-3058	LONG-TERM DISABILITY	832.58	832.58	99.56	896.14	-63.56
01-19-3060	VISION INSURANCE	308.62	308.62	40.95	312.54	-3.92
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		266,843.83	266,843.83	28,630.72	209,368.09	57,475.74
Category: 35 - SUPPLIES						
01-19-3503	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	1,235.97	764.03
01-19-3510	BOOKS & PERIODICALS	200.00	200.00	0.00	152.00	48.00
01-19-3523	TOOLS/EQUIPMENT	100.00	100.00	0.00	0.00	100.00
Category: 35 - SUPPLIES Total:		2,300.00	2,300.00	0.00	1,387.97	912.03
Category: 45 - MAINTENANCE						
01-19-4501	FURN., FIXT. & OFF. MACH.	500.00	500.00	0.00	215.99	284.01
Category: 45 - MAINTENANCE Total:		500.00	500.00	0.00	215.99	284.01
Category: 50 - SERVICES						
01-19-5012	PRINTING	2,000.00	2,000.00	0.00	175.00	1,825.00
01-19-5020	COMMUNICATIONS	1,100.00	1,100.00	61.44	803.36	296.64
01-19-5027	MEMBERSHIPS	300.00	300.00	0.00	240.00	60.00
01-19-5029	TRAVEL/TRAINING	3,500.00	3,500.00	0.00	1,534.97	1,965.03
Category: 50 - SERVICES Total:		6,900.00	6,900.00	61.44	2,753.33	4,146.67
Category: 54 - SUNDRY						
01-19-5404	JURY EXPENSE	800.00	800.00	0.00	75.50	724.50
Category: 54 - SUNDRY Total:		800.00	800.00	0.00	75.50	724.50
Category: 55 - PROFESSIONAL SERVICES						
01-19-5505	JUDGES	51,000.00	51,000.00	2,475.00	23,400.00	27,600.00
01-19-5506	PROSECUTORS	33,000.00	33,000.00	3,800.00	28,800.00	4,200.00
01-19-5516	COLLECTION AGENCY FEES	2,950.00	2,950.00	0.00	2,617.00	333.00
01-19-5518	INTERPRETERS	500.00	500.00	0.00	812.93	-312.93
Category: 55 - PROFESSIONAL SERVICES Total:		87,450.00	87,450.00	6,275.00	55,629.93	31,820.07
Department: 19 - MUNICIPAL COURT Total:		364,793.83	364,793.83	34,967.16	269,430.81	95,363.02

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 21 - POLICE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-21-3001	SALARIES	2,670,134.22	2,665,134.22	283,895.89	2,314,771.13	350,363.09
01-21-3003	LONGEVITY	5,711.94	5,711.94	759.30	6,288.70	-576.76
01-21-3007	OVERTIME	110,000.00	110,000.00	33,842.52	206,838.88	-96,838.88
01-21-3010	INCENTIVES	23,759.06	23,759.06	5,933.67	40,914.81	-17,155.75
01-21-3014	S.T.E.P. PROGRAM	90,000.00	90,000.00	6,348.39	39,606.05	50,393.95
01-21-3051	FICA/MEDICARE TAXES	204,157.24	204,157.24	24,341.84	191,559.07	12,598.17
01-21-3052	WORKMEN'S COMPENSATION	55,000.00	55,000.00	0.00	46,217.74	8,782.26
01-21-3053	UNEMPLOYMENT INSURANCE	8,146.35	8,146.35	325.74	1,243.54	6,902.81
01-21-3054	RETIREMENT	415,395.28	415,395.28	47,387.47	371,977.57	43,417.71
01-21-3055	HEALTH INSURANCE	429,067.08	424,067.08	50,751.84	381,068.54	42,998.54
01-21-3056	LIFE INS	2,242.50	2,242.50	226.33	1,903.77	338.73
01-21-3057	DENTAL INSURANCE	25,079.34	25,079.34	3,183.04	23,339.15	1,740.19
01-21-3058	LONG-TERM DISABILITY	12,279.57	12,279.57	1,244.11	12,697.30	-417.73
01-21-3060	VISION INSURANCE	2,799.68	2,799.68	392.87	2,947.40	-147.72
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		4,053,772.26	4,043,772.26	458,633.01	3,641,373.65	402,398.61
Category: 35 - SUPPLIES						
01-21-3502	POSTAGE/FREIGHT/DEL. FEE	1,000.00	1,000.00	0.00	109.56	890.44
01-21-3503	OFFICE SUPPLIES	10,000.00	10,000.00	0.00	7,933.25	2,066.75
01-21-3504	WEARING APPAREL	29,474.00	29,474.00	0.00	29,613.74	-139.74
01-21-3505	CRIME PREVENTION SUPPLIES	5,000.00	15,000.00	0.00	14,035.88	964.12
01-21-3508	CRIME SCENE SUPPLIES	33,000.00	33,000.00	0.00	23,918.47	9,081.53
01-21-3510	BOOKS AND PERIODICALS	6,450.00	6,450.00	0.00	3,564.32	2,885.68
01-21-3515	MEDICAL SUPPLIES	2,000.00	2,000.00	0.00	122.13	1,877.87
01-21-3519	AMMUNITION AND TARGETS	10,000.00	10,000.00	1,291.36	8,263.11	1,736.89
01-21-3520	FOOD	4,800.00	4,800.00	0.00	2,684.18	2,115.82
01-21-3523	TOOLS/EQUIPMENT	16,700.00	16,700.00	482.63	14,234.43	2,465.57
01-21-3534	PARTS AND MATERIALS	500.00	500.00	0.00	264.72	235.28
Category: 35 - SUPPLIES Total:		118,924.00	128,924.00	1,773.99	104,743.79	24,180.21
Category: 45 - MAINTENANCE						
01-21-4501	FURN. FIXT. & OFF. MACH.	5,597.00	5,597.00	370.74	2,620.38	2,976.62
01-21-4503	RADIO AND RADAR EQUIPMENT	2,500.00	2,500.00	0.00	1,099.50	1,400.50
01-21-4510	VEHICLE CLEANING	2,000.00	2,000.00	0.00	2,371.23	-371.23
01-21-4520	AUTO REPAIR/OUTSOURCED	0.00	0.00	0.00	108.95	-108.95
01-21-4599	MISCELLANEOUS EQUIPMENT	1,300.00	1,300.00	-3,813.00	489.65	810.35
Category: 45 - MAINTENANCE Total:		11,397.00	11,397.00	-3,442.26	6,689.71	4,707.29
Category: 50 - SERVICES						
01-21-5012	PRINTING	2,000.00	2,000.00	0.00	1,070.63	929.37
01-21-5015	LAB TESTS	2,400.00	2,400.00	0.00	0.00	2,400.00
01-21-5020	COMMUNICATIONS	19,199.90	19,199.90	203.20	9,332.34	9,867.56
01-21-5022	RENTAL OF EQUIPMENT	10,000.00	10,000.00	2,325.00	7,786.00	2,214.00
01-21-5027	MEMBERSHIPS	2,600.00	2,600.00	0.00	774.00	1,826.00
01-21-5029	TRAVEL/TRAINING	41,250.00	41,250.00	85.00	36,956.57	4,293.43
01-21-5030	MAINTENANCE AGREEMENT	153,350.00	153,350.00	8,063.00	16,063.00	137,287.00
Category: 50 - SERVICES Total:		230,799.90	230,799.90	10,676.20	71,982.54	158,817.36
Category: 54 - SUNDRY						
01-21-5402	JAIL EXPENSE	3,000.00	3,000.00	0.00	1,564.69	1,435.31
Category: 54 - SUNDRY Total:		3,000.00	3,000.00	0.00	1,564.69	1,435.31
Category: 55 - PROFESSIONAL SERVICES						
01-21-5515	CONSULTANT SERVICES	1,800.00	1,800.00	0.00	1,544.00	256.00
Category: 55 - PROFESSIONAL SERVICES Total:		1,800.00	1,800.00	0.00	1,544.00	256.00
Category: 60 - OTHER SERVICES						
01-21-6003	LIABILITY-FIRE & CASUALTY INSR	21,400.00	21,400.00	0.00	22,878.10	-1,478.10
01-21-6005	NOTARY SURETY BONDS	340.00	340.00	0.00	0.00	340.00
Category: 60 - OTHER SERVICES Total:		21,740.00	21,740.00	0.00	22,878.10	-1,138.10

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Category: 97 - INTERFUND ACTIVITY					
01-21-9772 TECHNOLOGY USER FEE	16,775.00	16,775.00	0.00	16,775.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:	16,775.00	16,775.00	0.00	16,775.00	0.00
Department: 21 - POLICE Total:	4,458,208.16	4,458,208.16	467,640.94	3,867,551.48	590,656.68

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 23 - COMMUNICATIONS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-23-3001	SALARIES	489,112.53	489,112.53	51,207.82	450,869.41	38,243.12
01-23-3002	WAGES	24,723.30	24,723.30	0.00	0.00	24,723.30
01-23-3003	LONGEVITY	1,536.08	1,536.08	270.00	1,943.53	-407.45
01-23-3007	OVERTIME	77,000.00	77,000.00	15,265.03	91,444.96	-14,444.96
01-23-3010	INCENTIVES	12,152.71	12,152.71	1,786.11	12,521.12	-368.41
01-23-3051	FICA/MEDICARE TAXES	40,473.38	40,473.38	4,985.42	40,568.85	-95.47
01-23-3052	WORKMEN'S COMPENSATION	2,000.00	2,000.00	0.00	1,313.17	686.83
01-23-3053	UNEMPLOYMENT INSURANCE	2,551.71	2,551.71	68.63	303.01	2,248.70
01-23-3054	RETIREMENT	83,113.47	83,113.47	9,823.24	79,514.01	3,599.46
01-23-3055	HEALTH INSURANCE	126,956.96	126,956.96	13,287.73	104,275.89	22,681.07
01-23-3056	LIFE INS	563.68	563.68	59.57	547.65	16.03
01-23-3057	DENTAL INSURANCE	6,446.96	6,446.96	735.65	6,312.28	134.68
01-23-3058	LONG-TERM DISABILITY	2,178.13	2,178.13	235.68	2,358.47	-180.34
01-23-3060	VISION INSURANCE	888.68	888.68	111.05	916.29	-27.61
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		869,697.59	869,697.59	97,835.93	792,888.64	76,808.95
Category: 35 - SUPPLIES						
01-23-3502	POSTAGE	100.00	100.00	0.00	72.48	27.52
01-23-3503	OFFICE SUPPLIES	6,390.00	6,390.00	0.00	2,346.96	4,043.04
01-23-3504	WEARING APPAREL	3,475.00	3,475.00	0.00	606.43	2,868.57
01-23-3510	BOOKS AND PERIODICALS	400.00	400.00	0.00	355.90	44.10
01-23-3523	TOOLS/EQUIPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00
Category: 35 - SUPPLIES Total:		13,365.00	13,365.00	0.00	3,381.77	9,983.23
Category: 45 - MAINTENANCE						
01-23-4501	FURN.FIXT. & OFF.MACH.	6,800.00	6,800.00	0.00	6,540.58	259.42
01-23-4503	RADIO AND RADAR EQUIPMENT	1,250.00	1,250.00	0.00	619.54	630.46
01-23-4505	TELEPHONE MAINTENANCE	13,400.00	13,400.00	0.00	0.00	13,400.00
01-23-4599	MISCELLANEOUS EQUIPMENT	1,000.00	1,000.00	0.00	955.36	44.64
Category: 45 - MAINTENANCE Total:		22,450.00	22,450.00	0.00	8,115.48	14,334.52
Category: 50 - SERVICES						
01-23-5012	PRINTING	100.00	100.00	0.00	0.00	100.00
01-23-5020	COMMUNICATIONS	3,600.08	3,600.08	130.68	1,527.92	2,072.16
01-23-5024	RADIO USAGE FEES	2,000.00	2,000.00	89.00	790.00	1,210.00
01-23-5027	MEMBERSHIPS	1,200.00	1,200.00	0.00	735.70	464.30
01-23-5029	TRAVEL/TRAINING	10,000.00	10,000.00	0.00	5,928.62	4,071.38
Category: 50 - SERVICES Total:		16,900.08	16,900.08	219.68	8,982.24	7,917.84
Category: 60 - OTHER SERVICES						
01-23-6005	SURETY BONDS	600.00	600.00	0.00	100.12	499.88
Category: 60 - OTHER SERVICES Total:		600.00	600.00	0.00	100.12	499.88
Category: 97 - INTERFUND ACTIVITY						
01-23-9772	TECHNOLOGY USER FEE	55,575.00	55,575.00	0.00	55,575.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		55,575.00	55,575.00	0.00	55,575.00	0.00
Department: 23 - COMMUNICATIONS Total:		978,587.67	978,587.67	98,055.61	869,043.25	109,544.42

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Department: 25 - FIRE DEPARTMENT						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-25-3001	SALARIES	1,306,621.91	1,306,621.91	138,501.71	1,109,638.17	196,983.74
01-25-3002	WAGES	61,058.40	61,058.40	3,719.54	40,174.92	20,883.48
01-25-3003	LONGEVITY	3,264.30	3,264.30	507.72	3,659.85	-395.55
01-25-3007	OVERTIME	250,000.00	250,000.00	34,826.43	251,095.57	-1,095.57
01-25-3009	VOLUNTEERS STIPEND	44,000.00	44,000.00	2,482.50	25,622.50	18,377.50
01-25-3010	INCENTIVES	59,819.54	59,819.54	3,373.75	25,139.52	34,680.02
01-25-3051	FICA/MEDICARE TAXES	115,732.84	115,732.84	13,597.27	108,114.58	7,618.26
01-25-3052	WORKMEN'S COMPENSATION	44,000.00	44,000.00	0.00	23,678.95	20,321.05
01-25-3053	UNEMPLOYMENT INSURANCE	5,142.94	5,142.94	176.55	850.81	4,292.13
01-25-3054	RETIREMENT	224,280.23	224,280.23	25,437.58	201,548.45	22,731.78
01-25-3055	HEALTH INSURANCE	291,736.12	291,736.12	30,087.68	228,887.90	62,848.22
01-25-3056	LIFE INS	1,210.04	1,210.04	132.96	1,174.97	35.07
01-25-3057	DENTAL INSURANCE	13,797.16	13,797.16	1,838.25	13,996.45	-199.29
01-25-3058	LONG-TERM DISABILITY	5,890.58	5,890.58	651.40	6,523.64	-633.06
01-25-3059	FIREFIGHTERS' RETIREMENT	26,000.00	26,000.00	6,873.27	21,803.27	4,196.73
01-25-3060	VISION INSURANCE	2,104.44	2,104.44	239.51	1,846.24	258.20
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		2,454,658.50	2,454,658.50	262,446.12	2,063,755.79	390,902.71
Category: 35 - SUPPLIES						
01-25-3502	SHIPPING/FREIGHT CHARGES	500.00	500.00	0.00	0.00	500.00
01-25-3503	OFFICE SUPPLIES	6,999.00	6,999.00	0.00	1,719.94	5,279.06
01-25-3504	WEARING APPAREL	112,350.00	112,350.00	5,574.90	66,971.57	45,378.43
01-25-3505	FIRE PREVENTION MATERIALS	2,900.00	2,900.00	0.00	445.36	2,454.64
01-25-3509	COMPUTER SUPPLIES	0.00	0.00	0.00	109.80	-109.80
01-25-3510	BOOKS AND PERIODICALS	1,150.00	1,150.00	0.00	0.00	1,150.00
01-25-3515	MEDICAL SUPPLIES	30,000.00	30,000.00	414.38	35,509.16	-5,509.16
01-25-3517	JANITORIAL SUPPLIES	1,400.00	1,400.00	0.00	1,331.79	68.21
01-25-3520	FOOD	11,900.00	11,900.00	0.00	7,104.64	4,795.36
01-25-3523	TOOLS/EQUIPMENT	61,000.00	61,000.00	2,625.01	48,942.35	12,057.65
01-25-3524	FEMA SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00
01-25-3525	FEMA EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00
Category: 35 - SUPPLIES Total:		238,199.00	238,199.00	8,614.29	162,134.61	76,064.39
Category: 45 - MAINTENANCE						
01-25-4501	FURN, FIXT, & OFFICE EQPT.	10,700.00	10,700.00	150.48	8,054.67	2,645.33
01-25-4503	RADIO AND RADAR EQUIPMENT	2,500.00	2,500.00	0.00	270.00	2,230.00
01-25-4599	MAINTENANCE-MISC EQUIPMENT	45,749.00	45,749.00	736.12	37,847.82	7,901.18
Category: 45 - MAINTENANCE Total:		58,949.00	58,949.00	886.60	46,172.49	12,776.51
Category: 50 - SERVICES						
01-25-5012	PRINTING	750.00	750.00	0.00	0.00	750.00
01-25-5014	MEDICAL EXPENSES	1,000.00	1,000.00	0.00	1,848.00	-848.00
01-25-5020	COMMUNICATIONS	15,420.04	15,420.04	488.36	4,211.68	11,208.36
01-25-5024	RADIO USAGE FEES	15,900.00	15,900.00	1,112.50	11,904.00	3,996.00
01-25-5027	MEMBERSHIPS	3,115.00	3,115.00	0.00	1,423.12	1,691.88
01-25-5029	TRAVEL/TRAINING	22,525.00	22,525.00	6,808.41	18,030.04	4,494.96
Category: 50 - SERVICES Total:		58,710.04	58,710.04	8,409.27	37,416.84	21,293.20
Category: 54 - SUNDRY						
01-25-5405	LICENSES/PERMITS	1,299.00	1,299.00	0.00	114.05	1,184.95
Category: 54 - SUNDRY Total:		1,299.00	1,299.00	0.00	114.05	1,184.95
Category: 55 - PROFESSIONAL SERVICES						
01-25-5508	MEDICAL AND OTHER WASTE-DISP	1,300.00	1,300.00	0.00	1,375.24	-75.24
01-25-5512	ACCIDENT INSURANCE	5,300.00	5,300.00	0.00	0.00	5,300.00
01-25-5516	COLLECTION AGENCY FEES	48,000.00	48,000.00	2,191.39	56,846.74	-8,846.74
Category: 55 - PROFESSIONAL SERVICES Total:		54,600.00	54,600.00	2,191.39	58,221.98	-3,621.98
Department: 25 - FIRE DEPARTMENT Total:		2,866,415.54	2,866,415.54	282,547.67	2,367,815.76	498,599.78

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 30 - PUBLIC WORKS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-30-3001	SALARIES	77,250.12	77,250.12	8,913.48	68,394.35	8,855.77
01-30-3003	LONGEVITY	335.92	335.92	55.38	401.03	-65.11
01-30-3007	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00
01-30-3051	FICA/MEDICARE TAXES	5,863.07	5,863.07	677.76	5,197.57	665.50
01-30-3052	WORKMEN'S COMPENSATION	350.00	350.00	0.00	145.91	204.09
01-30-3053	UNEMPLOYMENT INSURANCE	252.00	252.00	9.12	39.02	212.98
01-30-3054	RETIREMENT	11,282.16	11,282.16	1,304.16	9,986.02	1,296.14
01-30-3055	HEALTH INSURANCE	8,501.74	8,501.74	980.94	7,713.25	788.49
01-30-3056	LIFE INS	70.46	70.46	8.13	58.92	11.54
01-30-3057	DENTAL INSURANCE	451.62	451.62	52.11	409.75	41.87
01-30-3058	LONG-TERM DISABILITY	384.41	384.41	44.34	399.86	-15.45
01-30-3060	VISION INSURANCE	107.12	107.12	12.36	97.18	9.94
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		105,848.62	105,848.62	12,057.78	92,842.86	13,005.76
Category: 35 - SUPPLIES						
01-30-3502	POSTAGE/FREIGHT/DEL. FEE	100.00	100.00	0.00	0.00	100.00
01-30-3503	OFFICE SUPPLIES	2,500.00	2,500.00	0.00	1,533.05	966.95
01-30-3504	WEARING APPAREL	500.00	500.00	0.00	415.33	84.67
01-30-3510	BOOKS AND PERIODICALS	100.00	100.00	0.00	0.00	100.00
01-30-3520	FOOD	2,500.00	2,500.00	0.00	2,204.88	295.12
Category: 35 - SUPPLIES Total:		5,700.00	5,700.00	0.00	4,153.26	1,546.74
Category: 50 - SERVICES						
01-30-5012	PRINTING	300.00	300.00	0.00	55.10	244.90
01-30-5020	COMMUNICATIONS	2,400.00	2,400.00	362.39	2,942.84	-542.84
01-30-5027	MEMBERSHIPS	5,500.00	5,500.00	0.00	7,900.06	-2,400.06
01-30-5029	TRAVEL/TRAINING	3,000.00	3,000.00	0.00	2,440.78	559.22
Category: 50 - SERVICES Total:		11,200.00	11,200.00	362.39	13,338.78	-2,138.78
Category: 55 - PROFESSIONAL SERVICES						
01-30-5515	CONSULTANT SERVICES	20,000.00	20,000.00	2,380.00	19,620.00	380.00
Category: 55 - PROFESSIONAL SERVICES Total:		20,000.00	20,000.00	2,380.00	19,620.00	380.00
Category: 97 - INTERFUND ACTIVITY						
01-30-9772	TECHNOLOGY USER FEE	1,375.00	1,375.00	0.00	1,375.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		1,375.00	1,375.00	0.00	1,375.00	0.00
Department: 30 - PUBLIC WORKS Total:		144,123.62	144,123.62	14,800.17	131,329.90	12,793.72

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 31 - COMMUNITY DEVELOPMENT						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-31-3001	SALARIES	175,414.89	175,414.89	19,915.20	117,213.11	58,201.78
01-31-3003	LONGEVITY	239.98	239.98	48.48	326.41	-86.43
01-31-3007	OVERTIME	1,000.00	1,000.00	0.00	4.74	995.26
01-31-3010	INCENTIVES	479.96	479.96	505.38	3,958.81	-3,478.85
01-31-3051	FICA/MEDICARE TAXES	12,486.29	12,486.29	1,467.16	8,247.65	4,238.64
01-31-3052	WORKMEN'S COMPENSATION	1,100.00	1,100.00	0.00	469.09	630.91
01-31-3053	UNEMPLOYMENT INSURANCE	756.41	756.41	11.88	58.44	697.97
01-31-3054	RETIREMENT	25,709.37	25,709.37	2,970.81	16,931.50	8,777.87
01-31-3055	HEALTH INSURANCE	61,078.94	61,078.94	5,347.26	37,145.66	23,933.28
01-31-3056	LIFE INS	153.14	153.14	10.95	136.70	16.44
01-31-3057	DENTAL INSURANCE	3,480.36	3,480.36	319.83	2,253.47	1,226.89
01-31-3058	LONG-TERM DISABILITY	871.30	871.30	98.92	706.76	164.54
01-31-3060	VISION INSURANCE	460.20	460.20	42.42	272.55	187.65
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		283,230.84	283,230.84	30,738.29	187,724.89	95,505.95
Category: 35 - SUPPLIES						
01-31-3503	OFFICE SUPPLIES	3,500.00	3,500.00	0.00	835.84	2,664.16
01-31-3504	WEARING APPAREL	900.00	900.00	0.00	38.70	861.30
01-31-3510	BOOKS AND PERIODICALS	700.00	700.00	0.00	0.00	700.00
01-31-3521	ANIMAL CONTROL	3,000.00	3,000.00	500.00	4,968.87	-1,968.87
01-31-3523	TOOLS/EQUIPMENT	300.00	300.00	0.00	0.00	300.00
Category: 35 - SUPPLIES Total:		8,400.00	8,400.00	500.00	5,843.41	2,556.59
Category: 45 - MAINTENANCE						
01-31-4501	MAINT.-FURNITURE AND EQUIP.	0.00	0.00	0.00	598.92	-598.92
Category: 45 - MAINTENANCE Total:		0.00	0.00	0.00	598.92	-598.92
Category: 50 - SERVICES						
01-31-5008	ABATEMENT/SUBSTANDARD PROPERTY	100.00	100.00	0.00	0.00	100.00
01-31-5012	PRINTING	600.00	600.00	0.00	465.26	134.74
01-31-5020	COMMUNICATIONS	3,599.90	3,599.90	338.33	2,326.28	1,273.62
01-31-5027	MEMBERSHIPS	900.00	900.00	0.00	839.00	61.00
01-31-5029	TRAVEL/TRAINING	7,500.00	7,500.00	0.00	2,052.22	5,447.78
Category: 50 - SERVICES Total:		12,699.90	12,699.90	338.33	5,682.76	7,017.14
Category: 55 - PROFESSIONAL SERVICES						
01-31-5515	CONSULTANT	160,000.00	160,000.00	11,995.33	121,572.44	38,427.56
Category: 55 - PROFESSIONAL SERVICES Total:		160,000.00	160,000.00	11,995.33	121,572.44	38,427.56
Category: 65 - CAPITAL OUTLAY						
01-31-6571	OFFICE FURNITURE & EQUIPMENT	600.00	600.00	0.00	0.00	600.00
Category: 65 - CAPITAL OUTLAY Total:		600.00	600.00	0.00	0.00	600.00
Category: 97 - INTERFUND ACTIVITY						
01-31-9772	TECHNOLOGY USER FEE	2,125.00	2,125.00	0.00	2,125.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		2,125.00	2,125.00	0.00	2,125.00	0.00
Department: 31 - COMMUNITY DEVELOPMENT Total:		467,055.74	467,055.74	43,571.95	323,547.42	143,508.32

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 32 - STREETS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-32-3001	SALARIES	183,595.10	183,595.10	19,785.60	149,320.00	34,275.10
01-32-3003	LONGEVITY	288.08	288.08	207.72	697.04	-408.96
01-32-3007	OVERTIME	20,000.00	20,000.00	0.00	1,648.72	18,351.28
01-32-3010	INCENTIVES	2,959.92	2,959.92	55.38	433.81	2,526.11
01-32-3051	FICA/MEDICARE TAXES	13,083.60	13,083.60	1,387.29	10,539.16	2,544.44
01-32-3052	WORKMEN'S COMPENSATION	8,000.00	8,000.00	0.00	5,243.61	2,756.39
01-32-3053	UNEMPLOYMENT INSURANCE	1,016.24	1,016.24	20.11	100.88	915.36
01-32-3054	RETIREMENT	29,479.60	29,479.60	2,877.58	21,856.61	7,622.99
01-32-3055	HEALTH INSURANCE	85,997.60	85,997.60	7,241.55	53,670.76	32,326.84
01-32-3056	LIFE INS	281.84	281.84	24.39	197.31	84.53
01-32-3057	DENTAL	4,640.48	4,640.48	319.83	2,370.50	2,269.98
01-32-3058	LONG-TERM DISABILITY	904.63	904.63	97.18	920.68	-16.05
01-32-3060	VISION INSURANCE	543.92	543.92	47.76	387.13	156.79
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		350,791.01	350,791.01	32,064.39	247,386.21	103,404.80
Category: 35 - SUPPLIES						
01-32-3504	WEARING APPAREL	3,000.00	3,000.00	124.99	2,785.39	214.61
01-32-3523	TOOLS/EQUIPMENT	3,000.00	3,000.00	0.00	370.86	2,629.14
01-32-3534	PARTS AND MATERIALS	90,000.00	90,000.00	14,022.51	36,852.79	53,147.21
Category: 35 - SUPPLIES Total:		96,000.00	96,000.00	14,147.50	40,009.04	55,990.96
Category: 40 - MAINTENANCE--BLDGS, STRUC						
01-32-4002	STREET SIGNS	10,000.00	10,000.00	0.00	4,522.72	5,477.28
01-32-4003	STREET MAINTENANCE MAT'L	30,000.00	30,000.00	2,061.06	26,344.68	3,655.32
01-32-4004	SIDEWALK REPLACEMENT	25,000.00	25,000.00	0.00	25,000.00	0.00
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		65,000.00	65,000.00	2,061.06	55,867.40	9,132.60
Category: 45 - MAINTENANCE						
01-32-4503	RADIO/RADAR EQUIPMENT	800.00	800.00	0.00	0.00	800.00
01-32-4598	ORNMNTL STREET LIGHT MAIN	1,000.00	1,000.00	0.00	0.00	1,000.00
Category: 45 - MAINTENANCE Total:		1,800.00	1,800.00	0.00	0.00	1,800.00
Category: 50 - SERVICES						
01-32-5016	STREET LIGHTING	195,000.00	195,000.00	12,571.04	141,734.82	53,265.18
01-32-5020	COMMUNICATIONS	2,919.98	2,919.98	107.59	2,365.74	554.24
01-32-5022	RENTAL OF EQUIPMENT	1,000.00	1,000.00	60.69	60.69	939.31
01-32-5029	TRAVEL/TRAINING	5,000.00	5,000.00	0.00	2,219.65	2,780.35
Category: 50 - SERVICES Total:		203,919.98	203,919.98	12,739.32	146,380.90	57,539.08
Category: 55 - PROFESSIONAL SERVICES						
01-32-5507	MOSQUITO SPRAYING	16,000.00	16,000.00	1,722.50	9,301.50	6,698.50
01-32-5515	CONSULTANT SERVICES	5,000.00	5,000.00	0.00	2,935.00	2,065.00
Category: 55 - PROFESSIONAL SERVICES Total:		21,000.00	21,000.00	1,722.50	12,236.50	8,763.50
Category: 97 - INTERFUND ACTIVITY						
01-32-9772	TECHNOLOGY USER FEE	500.00	500.00	0.00	500.00	0.00
01-32-9791	EQUIPMENT USER FEE	27,068.00	27,068.00	0.00	27,068.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		27,568.00	27,568.00	0.00	27,568.00	0.00
Department: 32 - STREETS Total:		766,078.99	766,078.99	62,734.77	529,448.05	236,630.94

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Department: 33 - BUILDING MAINTENANCE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-33-3001	SALARIES	60,179.96	10,179.96	0.00	0.00	10,179.96
01-33-3002	WAGES	33,207.20	33,207.20	3,440.25	26,442.60	6,764.60
01-33-3003	LONGEVITY	144.04	144.04	0.00	0.00	144.04
01-33-3007	OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00
01-33-3051	FICA/MEDICARE TAXES	7,086.57	7,086.57	263.18	1,980.40	5,106.17
01-33-3052	WORKMEN'S COMPENSATION	2,500.00	2,500.00	0.00	1,621.25	878.75
01-33-3053	UNEMPLOYMENT INSURANCE	756.82	756.82	4.89	28.65	728.17
01-33-3054	RETIREMENT	8,924.80	8,924.80	0.00	0.00	8,924.80
01-33-3055	HEALTH INSURANCE	8,501.74	8,501.74	0.00	0.00	8,501.74
01-33-3056	LIFE INS	70.46	70.46	0.00	0.00	70.46
01-33-3057	DENTAL	1,160.12	1,160.12	0.00	0.00	1,160.12
01-33-3058	LONG-TERM DISABILITY	294.88	294.88	0.00	0.00	294.88
01-33-3060	VISION INSURANCE	107.12	107.12	0.00	0.00	107.12
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		124,933.71	74,933.71	3,708.32	30,072.90	44,860.81
Category: 35 - SUPPLIES						
01-33-3504	WEARING APPAREL	1,000.00	1,000.00	0.00	1,062.00	-62.00
01-33-3517	JANITORIAL SUPPLIES	9,000.00	9,000.00	486.41	10,117.77	-1,117.77
01-33-3523	TOOLS/EQUIPMENT	1,000.00	1,000.00	0.00	1,060.67	-60.67
01-33-3540	POWERED EQUIPMENT	1,200.00	1,200.00	323.67	1,291.56	-91.56
01-33-3541	SAFETY PRODUCTS	750.00	750.00	0.00	878.06	-128.06
01-33-3542	FIRST AID	250.00	250.00	0.00	0.00	250.00
01-33-3543	SECURITY SUPPLIES	5,000.00	5,000.00	0.00	2,895.89	2,104.11
Category: 35 - SUPPLIES Total:		18,200.00	18,200.00	810.08	17,305.95	894.05
Category: 40 - MAINTENANCE--BLDGS, STRUC						
01-33-4001	MAINTENANCE-BLDG & GROUNDS	6,000.00	6,000.00	0.00	6,770.29	-770.29
01-33-4011	CITY HALL/CIVIC CENTER BUILDING MAINT...	13,500.00	13,500.00	803.55	12,966.26	533.74
01-33-4021	POLICE DEPARTMENT BUILDING MAINTEN...	16,000.00	16,000.00	0.00	12,266.66	3,733.34
01-33-4025	FIRE DEPARTMENT BUILDING MAINTENAN...	14,000.00	14,000.00	0.00	14,922.86	-922.86
01-33-4030	PUBLIC WORKS BULDING MAINTENANCE	6,000.00	6,000.00	0.00	7,772.72	-1,772.72
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		55,500.00	55,500.00	803.55	54,698.79	801.21
Category: 45 - MAINTENANCE						
01-33-4501	FURN.,FIXT.,& OFF. MACH.	3,000.00	3,000.00	94.18	3,157.67	-157.67
Category: 45 - MAINTENANCE Total:		3,000.00	3,000.00	94.18	3,157.67	-157.67
Category: 50 - SERVICES						
01-33-5017	UTILITIES	125,000.00	125,000.00	9,943.66	78,808.33	46,191.67
01-33-5029	TRAVEL/TRAINING	1,000.00	1,000.00	0.00	45.00	955.00
Category: 50 - SERVICES Total:		126,000.00	126,000.00	9,943.66	78,853.33	47,146.67
Category: 55 - PROFESSIONAL SERVICES						
01-33-5521	PEST CONTROL SERVICES	4,000.00	4,000.00	0.00	2,285.41	1,714.59
01-33-5530	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	2,133.07	2,866.93
Category: 55 - PROFESSIONAL SERVICES Total:		9,000.00	9,000.00	0.00	4,418.48	4,581.52
Category: 65 - CAPITAL OUTLAY						
01-33-6580	BLDG & GROUND IMPROVEMENT	75,000.00	125,000.00	0.00	70,961.01	54,038.99
Category: 65 - CAPITAL OUTLAY Total:		75,000.00	125,000.00	0.00	70,961.01	54,038.99
Category: 97 - INTERFUND ACTIVITY						
01-33-9772	TECHNOLOGY USER FEE	250.00	250.00	0.00	250.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		250.00	250.00	0.00	250.00	0.00
Department: 33 - BUILDING MAINTENANCE Total:		411,883.71	411,883.71	15,359.79	259,718.13	152,165.58

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Department: 35 - SOLID WASTE						
Category: 55 - PROFESSIONAL SERVICES						
01-35-5508	SOLID WASTECOLLECTION SERVICES	397,113.16	397,113.16	32,048.84	338,595.52	58,517.64
01-35-5509	STORM CLEAN-UP-DEBRIS REMOVAL	2,900.00	2,900.00	0.00	0.00	2,900.00
01-35-5519	RECYCLING PROGRAM	103,500.00	103,500.00	8,330.40	83,304.00	20,196.00
Category: 55 - PROFESSIONAL SERVICES Total:		503,513.16	503,513.16	40,379.24	421,899.52	81,613.64
Department: 35 - SOLID WASTE Total:		503,513.16	503,513.16	40,379.24	421,899.52	81,613.64

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 36 - FLEET SERVICES						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-36-3001	SALARIES	130,322.19	130,322.19	0.00	55,829.57	74,492.62
01-36-3003	LONGEVITY	528.06	528.06	0.00	262.63	265.43
01-36-3007	OVERTIME	12,000.00	12,000.00	0.00	801.97	11,198.03
01-36-3010	INCENTIVES	600.00	600.00	0.00	353.09	246.91
01-36-3051	FICA/MEDICARE TAXES	9,922.61	9,922.61	0.00	4,188.04	5,734.57
01-36-3052	WORKMEN'S COMPENSATION	3,000.00	3,000.00	0.00	2,393.33	606.67
01-36-3053	UNEMPLOYMENT INSURANCE	508.94	508.94	0.00	29.54	479.40
01-36-3054	RETIREMENT	20,705.33	20,705.33	0.00	8,183.79	12,521.54
01-36-3055	HEALTH INSURANCE	30,889.04	30,889.04	0.00	12,042.05	18,846.99
01-36-3056	LIFE INS	140.92	140.92	0.00	40.95	99.97
01-36-3057	DENTAL	2,320.24	2,320.24	0.00	892.40	1,427.84
01-36-3058	LONG-TERM DISABILITY	644.16	644.16	0.00	208.97	435.19
01-36-3060	VISION INSURANCE	237.12	237.12	0.00	84.50	152.62
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		211,818.61	211,818.61	0.00	85,310.83	126,507.78
Category: 35 - SUPPLIES						
01-36-3503	OFFICE SUPPLIES	600.00	600.00	0.00	189.47	410.53
01-36-3504	WEARING APPAREL	1,000.00	1,000.00	0.00	229.98	770.02
01-36-3510	MANUALS AND PERIODICALS	1,000.00	1,000.00	0.00	0.00	1,000.00
01-36-3514	FUEL AND OIL	180,000.00	180,000.00	16,477.08	151,397.02	28,602.98
01-36-3523	TOOLS/EQUIPMENT	5,000.00	5,000.00	0.00	461.91	4,538.09
01-36-3529	VEHICLE REPAIR PARTS	48,000.00	48,000.00	0.00	18,188.65	29,811.35
01-36-3535	SHOP SUPPLIES	6,000.00	6,000.00	60.69	3,734.85	2,265.15
Category: 35 - SUPPLIES Total:		241,600.00	241,600.00	16,537.77	174,201.88	67,398.12
Category: 45 - MAINTENANCE						
01-36-4520	AUTO REPAIR/OUTSOURCED	68,000.00	68,000.00	17,189.79	125,981.55	-57,981.55
Category: 45 - MAINTENANCE Total:		68,000.00	68,000.00	17,189.79	125,981.55	-57,981.55
Category: 50 - SERVICES						
01-36-5020	COMMUNICATIONS	2,640.10	2,640.10	0.00	1,336.80	1,303.30
01-36-5022	RENTAL EQUIPMENT	360.00	360.00	0.00	0.00	360.00
01-36-5027	MEMBERSHIP	650.00	650.00	0.00	574.00	76.00
01-36-5029	TRAVEL/TRAINING	8,500.00	8,500.00	0.00	1,582.29	6,917.71
Category: 50 - SERVICES Total:		12,150.10	12,150.10	0.00	3,493.09	8,657.01
Category: 54 - SUNDRY						
01-36-5405	LICENSES/PERMITS	850.00	850.00	450.00	6,698.43	-5,848.43
Category: 54 - SUNDRY Total:		850.00	850.00	450.00	6,698.43	-5,848.43
Category: 65 - CAPITAL OUTLAY						
01-36-6572	SPECIAL EQUIPMENT	5,000.00	5,000.00	0.00	499.00	4,501.00
01-36-6574	COMPUTER SOFTWARE	11,200.00	11,200.00	0.00	7,016.29	4,183.71
Category: 65 - CAPITAL OUTLAY Total:		16,200.00	16,200.00	0.00	7,515.29	8,684.71
Category: 97 - INTERFUND ACTIVITY						
01-36-9772	TECHNOLOGY USER FEE	1,000.00	1,000.00	0.00	1,000.00	0.00
01-36-9791	EQUIPMENT USER FEE	14,317.00	14,317.00	0.00	14,317.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		15,317.00	15,317.00	0.00	15,317.00	0.00
Department: 36 - FLEET SERVICES Total:		565,935.71	565,935.71	34,177.56	418,518.07	147,417.64

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 38 - RECREATION						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-38-3001	SALARIES	57,680.10	57,680.10	6,576.00	53,475.08	4,205.02
01-38-3002	WAGES	100,765.11	100,765.11	38,189.91	87,193.25	13,571.86
01-38-3003	LONGEVITY	0.00	0.00	6.93	11.55	-11.55
01-38-3007	OVERTIME	0.00	0.00	528.75	1,012.50	-1,012.50
01-38-3010	INCENTIVES	1,800.00	1,800.00	69.24	553.92	1,246.08
01-38-3051	FICA/MEDICARE TAXES	12,186.51	12,186.51	3,462.87	10,818.75	1,367.76
01-38-3052	WORKMEN'S COMPENSATION	1,000.00	1,000.00	0.00	0.00	1,000.00
01-38-3053	UNEMPLOYMENT INSURANCE	756.00	756.00	60.41	147.75	608.25
01-38-3054	RETIREMENT	8,586.28	8,586.28	960.54	7,492.71	1,093.57
01-38-3055	HEALTH INSURANCE	8,501.74	8,501.74	951.48	7,453.09	1,048.65
01-38-3056	LIFE INS	70.46	70.46	7.89	64.21	6.25
01-38-3057	DENTAL	451.62	451.62	50.55	395.96	55.66
01-38-3058	LONG-TERM DISABILITY	293.80	293.80	31.50	311.00	-17.20
01-38-3060	VISION INSURANCE	107.12	107.12	12.00	93.97	13.15
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		192,198.74	192,198.74	50,908.07	169,023.74	23,175.00
Category: 35 - SUPPLIES						
01-38-3503	OFFICE SUPPLIES	500.00	500.00	0.00	486.72	13.28
01-38-3504	WEARING APPAREL	2,000.00	2,000.00	0.00	2,547.68	-547.68
01-38-3506	CHEMICALS	500.00	500.00	0.00	0.00	500.00
01-38-3517	JANITORIAL SUPPLIES	400.00	400.00	0.00	0.00	400.00
01-38-3523	TOOLS/EQUIPMENT	250.00	250.00	250.00	299.99	-49.99
01-38-3526	MINOR EQUIPMENT	250.00	250.00	0.00	250.00	0.00
01-38-3531	RECREATION & EVENTS	2,500.00	2,500.00	0.00	1,656.38	843.62
01-38-3532	RECREATION AWARDS/PRIZES	1,500.00	1,500.00	0.00	886.00	614.00
01-38-3542	FIRST AID	250.00	250.00	0.00	249.34	0.66
01-38-3547	POOL SUPPLIES	4,500.00	4,500.00	0.00	3,953.30	546.70
Category: 35 - SUPPLIES Total:		12,650.00	12,650.00	250.00	10,329.41	2,320.59
Category: 45 - MAINTENANCE						
01-38-4512	EQUIPMENT MAINTENANCE	500.00	500.00	0.00	200.40	299.60
Category: 45 - MAINTENANCE Total:		500.00	500.00	0.00	200.40	299.60
Category: 50 - SERVICES						
01-38-5012	PRINTING	6,000.00	6,000.00	0.00	3,156.18	2,843.82
01-38-5020	COMMUNICATIONS	879.96	879.96	55.38	433.81	446.15
01-38-5022	EQUIPMENT RENTAL	500.00	500.00	0.00	0.00	500.00
01-38-5027	MEMBERSHIPS/SUBSCRIPTIONS	750.00	750.00	0.00	418.35	331.65
01-38-5029	TRAVEL/TRAINING	3,500.00	3,500.00	0.00	5,008.21	-1,508.21
01-38-5043	GENERAL ADVERTISING	2,500.00	2,500.00	0.00	2,479.66	20.34
01-38-5046	FOUNDER'S DAY	50,000.00	50,000.00	0.00	54,749.01	-4,749.01
01-38-5047	EGG HUNTS	2,000.00	2,000.00	0.00	1,037.00	963.00
01-38-5048	FOURTH OF JULY	12,000.00	12,000.00	1,192.31	18,959.88	-6,959.88
01-38-5049	FALL FROLIC	3,000.00	3,000.00	0.00	2,862.68	137.32
01-38-5050	HOLIDAY IN THE VILLAGE	6,000.00	6,000.00	0.00	6,949.61	-949.61
01-38-5051	FOOD TRUCK RALLY	3,000.00	3,000.00	0.00	0.00	3,000.00
01-38-5052	CONCERT SERIES	4,000.00	4,000.00	0.00	0.00	4,000.00
01-38-5053	MOVIE SERIES	2,000.00	2,000.00	0.00	1,038.22	961.78
01-38-5054	POOL EVENTS	1,000.00	1,000.00	0.00	698.18	301.82
01-38-5055	RECREATIONAL ACTIVITIES	5,000.00	5,000.00	100.00	7,745.22	-2,745.22
Category: 50 - SERVICES Total:		102,129.96	102,129.96	1,347.69	105,536.01	-3,406.05
Category: 55 - PROFESSIONAL SERVICES						
01-38-5530	PROFESSIONAL SERVICES	11,500.00	11,500.00	-10,000.00	12,177.25	-677.25
Category: 55 - PROFESSIONAL SERVICES Total:		11,500.00	11,500.00	-10,000.00	12,177.25	-677.25
Category: 97 - INTERFUND ACTIVITY						
01-38-9772	TECHNOLOGY USER FEE	500.00	500.00	0.00	500.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		500.00	500.00	0.00	500.00	0.00
Department: 38 - RECREATION Total:		319,478.70	319,478.70	42,505.76	297,766.81	21,711.89

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 39 - PARKS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-39-3001	SALARIES	325,043.48	270,043.48	31,137.83	254,504.55	15,538.93
01-39-3003	LONGEVITY	3,312.14	3,312.14	267.69	3,044.36	267.78
01-39-3007	OVERTIME	3,000.00	3,000.00	56.25	1,022.77	1,977.23
01-39-3010	INCENTIVES	600.08	600.08	276.93	2,215.44	-1,615.36
01-39-3051	FICA/MEDICARE TAXES	23,597.22	23,597.22	2,268.21	18,586.79	5,010.43
01-39-3052	WORKMEN'S COMPENSATION	7,500.00	7,500.00	0.00	6,658.35	841.65
01-39-3053	UNEMPLOYMENT INSURANCE	1,765.24	1,765.24	31.93	160.45	1,604.79
01-39-3054	RETIREMENT	47,768.06	47,768.06	4,553.73	36,964.89	10,803.17
01-39-3055	HEALTH INSURANCE	117,605.02	117,605.02	10,917.96	94,947.64	22,657.38
01-39-3056	LIFE INS	434.98	434.98	49.49	410.49	24.49
01-39-3057	DENTAL	6,703.84	6,703.84	641.22	5,426.80	1,277.04
01-39-3058	LONG-TERM DISABILITY	1,600.65	1,600.65	150.64	3,768.91	-2,168.26
01-39-3060	VISION INSURANCE	497.64	497.64	71.37	682.45	-184.81
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		539,428.35	484,428.35	50,423.25	428,393.89	56,034.46
Category: 35 - SUPPLIES						
01-39-3503	OFFICE SUPPLIES	250.00	250.00	0.00	496.03	-246.03
01-39-3504	WEARING APPAREL	4,000.00	4,000.00	105.86	4,345.75	-345.75
01-39-3506	CHEMICALS	10,000.00	10,000.00	0.00	5,804.28	4,195.72
01-39-3517	JANITORIAL SUPPLIES	1,500.00	1,500.00	0.00	856.72	643.28
01-39-3520	FOOD	3,400.00	3,400.00	418.32	2,591.80	808.20
01-39-3523	TOOLS/EQUIPMENT	2,000.00	2,000.00	0.00	1,946.25	53.75
01-39-3526	MINOR EQUIPMENT	3,000.00	3,000.00	0.00	2,283.25	716.75
01-39-3534	EQUIP REPAIR PARTS	6,000.00	6,000.00	0.00	2,065.88	3,934.12
01-39-3536	LANDSCAPING MATERIALS	17,000.00	17,000.00	150.47	16,874.28	125.72
01-39-3542	FIRST AID	500.00	500.00	0.00	348.53	151.47
01-39-3544	IRRIGATION SUPPLIES	4,500.00	4,500.00	408.86	5,633.41	-1,133.41
01-39-3545	POOL JANITORIAL SUPPLIES	1,250.00	1,250.00	0.00	271.01	978.99
01-39-3546	SPLASH PAD CHEMICALS	3,000.00	3,000.00	0.00	0.00	3,000.00
01-39-3547	POOL CHEMICALS	15,000.00	15,000.00	2,724.00	12,712.19	2,287.81
Category: 35 - SUPPLIES Total:		71,400.00	71,400.00	3,807.51	56,229.38	15,170.62
Category: 40 - MAINTENANCE--BLDGS, STRUC						
01-39-4007	POOL MAINTENANCE	16,000.00	16,000.00	0.00	33,119.56	-17,119.56
01-39-4008	PARK MAINTENANCE	2,500.00	2,500.00	0.00	2,778.27	-278.27
01-39-4031	SPLASH PAD MAINTENANCE	1,750.00	1,750.00	0.00	408.27	1,341.73
01-39-4032	CAROL FOX PARK	6,000.00	6,000.00	0.00	4,806.40	1,193.60
01-39-4033	CLARK HENRY PARK	7,000.00	7,000.00	699.41	8,910.67	-1,910.67
01-39-4034	PHILLIPINE PARK	1,500.00	1,500.00	0.00	0.00	1,500.00
01-39-4035	DOG PARK	3,000.00	3,000.00	0.00	0.00	3,000.00
01-39-4036	OPEN GREEN SPACE/POCKET PARKS	1,000.00	1,000.00	0.00	1,420.00	-420.00
01-39-4037	HIKE AND BIKE TRAILS	3,000.00	3,000.00	0.00	0.00	3,000.00
01-39-4038	TREE MAINTENANCE AND TREE CITY USA	5,000.00	5,000.00	0.00	0.00	5,000.00
01-39-4039	MARQUEES - MAINT	2,500.00	2,500.00	0.00	1,106.71	1,393.29
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		49,250.00	49,250.00	699.41	52,549.88	-3,299.88
Category: 45 - MAINTENANCE						
01-39-4511	VEHICLE MAINTENANCE	1,000.00	1,000.00	0.00	412.98	587.02
01-39-4512	EQUIPMENT MAINTENANCE	3,000.00	3,000.00	0.00	4,074.96	-1,074.96
Category: 45 - MAINTENANCE Total:		4,000.00	4,000.00	0.00	4,487.94	-487.94
Category: 50 - SERVICES						
01-39-5012	PRINTING	1,000.00	1,000.00	0.00	51.10	948.90
01-39-5020	COMMUNICATIONS	3,420.06	3,420.06	179.12	2,137.15	1,282.91
01-39-5022	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	199.00	1,801.00
01-39-5027	MEMBERSHIPS/SUBSCRIPTIONS	750.00	750.00	0.00	510.00	240.00
01-39-5029	TRAVEL/TRAINING	3,000.00	3,000.00	0.00	3,969.34	-969.34
Category: 50 - SERVICES Total:		10,170.06	10,170.06	179.12	6,866.59	3,303.47
Category: 55 - PROFESSIONAL SERVICES						
01-39-5529	CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
01-39-5530 PROFESSIONAL SERVICES	1,000.00	1,000.00	10,516.73	17,316.73	-16,316.73
Category: 55 - PROFESSIONAL SERVICES Total:	2,000.00	2,000.00	10,516.73	17,316.73	-15,316.73
Category: 65 - CAPITAL OUTLAY					
01-39-6516 PARKS & LANDSCAPING PROJS	40,000.00	40,000.00	0.00	14,330.54	25,669.46
01-39-6598 MISCELLANEOUS EQUIPMENT	10,000.00	65,000.00	123.53	21,330.03	43,669.97
Category: 65 - CAPITAL OUTLAY Total:	50,000.00	105,000.00	123.53	35,660.57	69,339.43
Category: 97 - INTERFUND ACTIVITY					
01-39-9772 TECHNOLOGY USER FEE	500.00	500.00	0.00	500.00	0.00
01-39-9791 EQUIPMENT USER FEE	22,180.00	22,180.00	0.00	22,180.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:	22,680.00	22,680.00	0.00	22,680.00	0.00
Department: 39 - PARKS Total:	748,928.41	748,928.41	65,749.55	624,184.98	124,743.43
Fund: 01 - GENERAL FUND Surplus (Deficit):	0.29	-41,899.71	-1,342,299.93	3,544,843.79	

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Fund: 03 - DEBT SERVICE FUND						
Department: 50 - 50						
Category: 72 - PROPERTY TAXES						
03-50-7201	CURRENT PROPERTY TAXES	1,418,060.00	1,418,060.00	0.00	1,432,068.23	-14,008.23
03-50-7202	DELINQUENT PROPERTY TAX	30,000.00	30,000.00	1,388.22	-20,697.31	50,697.31
03-50-7203	PENALTY, INTEREST, COSTS	15,000.00	15,000.00	163.69	4,318.79	10,681.21
	Category: 72 - PROPERTY TAXES Total:	1,463,060.00	1,463,060.00	1,551.91	1,415,689.71	47,370.29
Category: 96 - INTEREST EARNED						
03-50-9601	INTEREST EARNED	5,000.00	5,000.00	1,645.16	15,839.45	-10,839.45
	Category: 96 - INTEREST EARNED Total:	5,000.00	5,000.00	1,645.16	15,839.45	-10,839.45
Category: 97 - INTERFUND ACTIVITY						
03-50-9752	TRANSFER FROM UTILITY FUND	113,573.00	113,573.00	0.00	113,573.00	0.00
	Category: 97 - INTERFUND ACTIVITY Total:	113,573.00	113,573.00	0.00	113,573.00	0.00
	Department: 50 - 50 Total:	1,581,633.00	1,581,633.00	3,197.07	1,545,102.16	36,530.84

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 51 - DEBT SERVICE						
Category: 61 - DEBT SERVICE						
03-51-6121	PRINCIPAL/DEBT SERVICE	1,325,000.00	1,325,000.00	0.00	1,325,000.00	0.00
03-51-6122	INTEREST/DEBT SERVICE	197,625.00	197,625.00	0.00	108,750.00	88,875.00
03-51-6123	MAINTENANCE FEE/DEBT SERVICE	9,000.00	9,000.00	0.00	1,250.00	7,750.00
	Category: 61 - DEBT SERVICE Total:	1,531,625.00	1,531,625.00	0.00	1,435,000.00	96,625.00
	Department: 51 - DEBT SERVICE Total:	1,531,625.00	1,531,625.00	0.00	1,435,000.00	96,625.00
	Fund: 03 - DEBT SERVICE FUND Surplus (Deficit):	50,008.00	50,008.00	3,197.07	110,102.16	

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 05 - MOTEL TAX FUND					
Department: 55 - 55					
Category: 75 - OTHER TAXES					
05-55-7635					
MOTEL OCCUPANCY TAX	140,000.00	140,000.00	6,484.74	124,130.02	15,869.98
Category: 75 - OTHER TAXES Total:	140,000.00	140,000.00	6,484.74	124,130.02	15,869.98
Category: 96 - INTEREST EARNED					
05-55-9601					
INTEREST EARNED	1,000.00	1,000.00	79.23	8,473.43	-7,473.43
Category: 96 - INTEREST EARNED Total:	1,000.00	1,000.00	79.23	8,473.43	-7,473.43
Department: 55 - 55 Total:	141,000.00	141,000.00	6,563.97	132,603.45	8,396.55

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 56 - MOTEL TAX					
Category: 50 - SERVICES					
05-56-5043 GENERAL ADVERTISING	7,000.00	7,000.00	0.00	5,925.00	1,075.00
05-56-5044 ADVERTISING	34,900.00	34,900.00	0.00	7,250.00	27,650.00
Category: 50 - SERVICES Total:	41,900.00	41,900.00	0.00	13,175.00	28,725.00
Category: 55 - PROFESSIONAL SERVICES					
05-56-5515 CONSULTANT SERVICES	0.00	0.00	0.00	0.00	0.00
Category: 55 - PROFESSIONAL SERVICES Total:	0.00	0.00	0.00	0.00	0.00
Category: 97 - INTERFUND ACTIVITY					
05-56-9751 TRANSFER TO GENERAL FUND	26,100.00	26,100.00	0.00	26,100.00	0.00
05-56-9753 TRANSFER TO CAPITAL IMP FUND	270,000.00	270,000.00	0.00	270,000.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:	296,100.00	296,100.00	0.00	296,100.00	0.00
Department: 56 - MOTEL TAX Total:	338,000.00	338,000.00	0.00	309,275.00	28,725.00
Fund: 05 - MOTEL TAX FUND Surplus (Deficit):	-197,000.00	-197,000.00	6,563.97	-176,671.55	

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For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Fund: 10 - CAPITAL IMPROVEMENTS FUND						
Department: 90 - 90						
Category: 96 - INTEREST EARNED						
10-90-9601	INTEREST EARNED	22,000.00	22,000.00	6,983.03	80,352.98	-58,352.98
Category: 96 - INTEREST EARNED Total:		22,000.00	22,000.00	6,983.03	80,352.98	-58,352.98
Category: 97 - INTERFUND ACTIVITY						
10-90-9751	TRFR F/GENERAL FUND	166,309.00	666,309.00	0.00	666,309.00	0.00
10-90-9753	TRANSFER FROM MOTEL TAX FUND	270,000.00	270,000.00	0.00	270,000.00	0.00
10-90-9760	TRFR FROM FIRE CONTROL & PREV DIST	0.00	37,648.00	0.00	37,648.00	0.00
Category: 97 - INTERFUND ACTIVITY Total:		436,309.00	973,957.00	0.00	973,957.00	0.00
Category: 99 - OTHER AGENCY REVENUES						
10-90-9904	GRANT	0.00	0.00	0.00	22,564.80	-22,564.80
10-90-9907	FY 20 - HOME ELEVATION	4,588,212.00	4,588,212.00	1,576,247.48	1,576,247.48	3,011,964.52
10-90-9909	GRANT - E127	0.00	0.00	0.00	540,000.00	-540,000.00
10-90-9910	AMERICAN RESCUE PLAN	979,447.45	979,447.45	0.00	0.00	979,447.45
10-90-9911	TDEM GRANT	0.00	0.00	0.00	115,988.32	-115,988.32
Category: 99 - OTHER AGENCY REVENUES Total:		5,567,659.45	5,567,659.45	1,576,247.48	2,254,800.60	3,312,858.85
Department: 90 - 90 Total:		6,025,968.45	6,563,616.45	1,583,230.51	3,309,110.58	3,254,505.87

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 91 - 91						
Category: 70 - CAPITAL IMPROVEMENTS						
10-91-7012	E 127 IMPROVEMENTS	600,000.00	600,000.00	0.00	259,922.65	340,077.35
10-91-7013	WALL STREET NEIGHBORHOOD DRAINAGE	0.00	0.00	0.00	2,525.00	-2,525.00
10-91-7016	ELEVATIONS FY 20 GRANT	5,043,170.00	5,043,170.00	21,580.00	40,040.00	5,003,130.00
10-91-7032	REHAB/REPAIR STORM WATER LINES	100,000.00	100,000.00	0.00	0.00	100,000.00
10-91-7037	FIRE STATION GENERATOR	0.00	0.00	0.00	12,316.55	-12,316.55
10-91-7038	POLICE GENERATOR	0.00	0.00	0.00	21,329.79	-21,329.79
10-91-7048	FIRE STATION REPLACE ROOF & GUTTER	175,000.00	244,548.00	0.00	244,524.00	24.00
10-91-7056	CAROL FOX PARK SANDBOX RENOV	0.00	150,000.00	0.00	75,327.40	74,672.60
10-91-7092	POLICE BUILDING REMODEL	0.00	0.00	775.00	378,687.95	-378,687.95
10-91-7105	PARK IMPROVEMENTS	50,000.00	50,000.00	0.00	50,000.00	0.00
10-91-7117	GOLF COURSE IRRIGATION PROJECT	0.00	0.00	0.00	500.00	-500.00
10-91-7127	NEW TAYLOR BLDG CONSTRUCTION	0.00	0.00	0.00	0.00	0.00
10-91-7130	FACILITIES IMPROVEMENT	50,000.00	50,000.00	0.00	29,495.92	20,504.08
10-91-7131	GOLF COURSE CONVENTION CENTER	6,300,000.00	6,300,000.00	405,254.35	937,504.79	5,362,495.21
10-91-7134	STREET PANELS REPLACEMENT (2)	125,000.00	125,000.00	0.00	169,380.00	-44,380.00
10-91-7136	GATEWAY ENTRANCE	0.00	0.00	0.00	55,233.59	-55,233.59
10-91-7137	SIDEWALK REPL & ADD	100,000.00	100,000.00	0.00	100,150.00	-150.00
10-91-7138	SEATTLE ST (SENATE W TO DEAD END)	3,393,842.00	3,393,842.00	0.00	2,837,096.54	556,745.46
10-91-7139	FY 23 STREET PROJECT	0.00	0.00	6,976.00	108,660.42	-108,660.42
10-91-7150	DRIVING RANGE NETS	80,000.00	80,000.00	0.00	76,580.00	3,420.00
Category: 70 - CAPITAL IMPROVEMENTS Total:		16,017,012.00	16,236,560.00	434,585.35	5,399,274.60	10,837,285.40
Department: 91 - 91 Total:		16,017,012.00	16,236,560.00	434,585.35	5,399,274.60	10,837,285.40
Fund: 10 - CAPITAL IMPROVEMENTS FUND Surplus (Deficit):		-9,991,043.55	-9,672,943.55	1,148,645.16	-2,090,164.02	
Total Surplus (Deficit):		-10,138,035.26	-9,861,835.26	-183,893.73	1,388,110.38	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Group Summary

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 01 - GENERAL FUND					
Department: 10 - REVENUES					
72 - PROPERTY TAXES	7,487,187.00	7,487,187.00	8,213.14	7,450,354.39	36,832.61
75 - OTHER TAXES	4,949,000.00	4,949,000.00	562,786.96	5,563,120.17	-614,120.17
80 - FINES WARRANTS & BONDS	918,000.00	918,000.00	59,102.86	692,948.72	225,051.28
85 - FEE & CHARGES FOR SERVICE	401,000.00	401,000.00	32,702.39	578,729.28	-177,729.28
90 - LICENSES & PERMITS	183,600.00	183,600.00	43,768.75	218,295.79	-34,695.79
96 - INTEREST EARNED	37,000.00	500,000.00	86,744.37	774,357.41	-274,357.41
97 - INTERFUND ACTIVITY	4,535,652.00	4,535,652.00	0.00	4,535,652.00	0.00
98 - MISCELLANEOUS REVENUE	70,000.00	70,000.00	13,240.19	61,789.79	8,210.21
99 - OTHER AGENCY REVENUES	67,000.00	67,000.00	0.00	2,563.23	64,436.77
Department: 10 - REVENUES Total:	18,648,439.00	19,111,439.00	806,558.66	19,877,810.78	-766,371.78

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 11 - ADMINISTRATIVE SERVICE					
30 - SALARIES, WAGES, & BENEFITS	914,126.71	914,126.71	113,174.13	863,196.16	50,930.55
35 - SUPPLIES	15,850.00	15,850.00	0.00	16,802.09	-952.09
45 - MAINTENANCE	2,000.00	2,000.00	0.00	179.85	1,820.15
50 - SERVICES	81,550.60	86,450.60	5,940.16	66,102.91	20,347.69
54 - SUNDRY	9,500.00	9,500.00	0.00	12,378.10	-2,878.10
60 - OTHER SERVICES	300.00	300.00	0.00	0.00	300.00
65 - CAPITAL OUTLAY	0.00	0.00	0.00	895.46	-895.46
97 - INTERFUND ACTIVITY	5,250.00	5,250.00	0.00	5,250.00	0.00
Department: 11 - ADMINISTRATIVE SERVICE Total:	1,028,577.31	1,033,477.31	119,114.29	964,804.57	68,672.74

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 12 - LEGAL/OTHER SERVICES					
30 - SALARIES, WAGES, & BENEFITS	250.00	250.00	0.00	0.00	250.00
50 - SERVICES	2,014,000.00	2,014,000.00	695,881.46	2,167,841.27	-153,841.27
55 - PROFESSIONAL SERVICES	120,000.00	120,000.00	114.00	63,273.00	56,727.00
60 - OTHER SERVICES	145,990.00	145,990.00	1,062.99	151,785.21	-5,795.21
97 - INTERFUND ACTIVITY	1,131,167.71	1,631,167.71	0.00	1,416,684.00	214,483.71
Department: 12 - LEGAL/OTHER SERVICES Total:	3,411,407.71	3,911,407.71	697,058.45	3,799,583.48	111,824.23

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Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 13 - INFO TECHNOLOGY					
30 - SALARIES, WAGES, & BENEFITS	354,782.41	354,782.41	39,834.84	300,507.86	54,274.55
35 - SUPPLIES	3,050.00	3,050.00	0.00	2,534.94	515.06
45 - MAINTENANCE	420,814.00	420,814.00	28,374.12	256,634.05	164,179.95
50 - SERVICES	39,469.90	39,469.90	414.51	36,695.73	2,774.17
55 - PROFESSIONAL SERVICES	105,000.00	105,000.00	6,636.20	41,005.10	63,994.90
65 - CAPITAL OUTLAY	4,000.00	4,000.00	0.00	7,737.84	-3,737.84
97 - INTERFUND ACTIVITY	48,203.00	48,203.00	0.00	48,203.00	0.00
Department: 13 - INFO TECHNOLOGY Total:	975,319.31	975,319.31	75,259.67	693,318.52	282,000.79

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Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 14 - PURCHASING					
35 - SUPPLIES	20,000.00	20,000.00	434.49	17,728.34	2,271.66
50 - SERVICES	2,675.00	2,675.00	0.00	2,004.75	670.25
Department: 14 - PURCHASING Total:	22,675.00	22,675.00	434.49	19,733.09	2,941.91

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Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 15 - ACCOUNTING SERVICES					
30 - SALARIES, WAGES, & BENEFITS	409,843.64	409,843.64	29,608.34	274,519.55	135,324.09
35 - SUPPLIES	4,350.00	4,350.00	59.41	3,363.37	986.63
45 - MAINTENANCE	150.00	150.00	0.00	0.00	150.00
50 - SERVICES	8,499.90	8,499.90	199.89	3,875.17	4,624.73
54 - SUNDRY	550.00	550.00	0.00	805.00	-255.00
55 - PROFESSIONAL SERVICES	50,000.00	50,000.00	50.00	55,988.84	-5,988.84
97 - INTERFUND ACTIVITY	1,575.00	1,575.00	0.00	1,575.00	0.00
Department: 15 - ACCOUNTING SERVICES Total:	474,968.54	474,968.54	29,917.64	340,126.93	134,841.61

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 16 - CUSTOMER SERVICE					
30 - SALARIES, WAGES, & BENEFITS	69,112.60	69,112.60	7,903.44	61,580.76	7,531.84
35 - SUPPLIES	500.00	500.00	0.00	232.00	268.00
45 - MAINTENANCE	400.00	400.00	0.00	137.55	262.45
50 - SERVICES	1,100.00	1,100.00	61.44	803.36	296.64
55 - PROFESSIONAL SERVICES	69,000.00	69,000.00	16,619.00	72,017.55	-3,017.55
97 - INTERFUND ACTIVITY	375.00	375.00	0.00	375.00	0.00
Department: 16 - CUSTOMER SERVICE Total:	140,487.60	140,487.60	24,583.88	135,146.22	5,341.38

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 19 - MUNICIPAL COURT					
30 - SALARIES, WAGES, & BENEFITS	266,843.83	266,843.83	28,630.72	209,368.09	57,475.74
35 - SUPPLIES	2,300.00	2,300.00	0.00	1,387.97	912.03
45 - MAINTENANCE	500.00	500.00	0.00	215.99	284.01
50 - SERVICES	6,900.00	6,900.00	61.44	2,753.33	4,146.67
54 - SUNDRY	800.00	800.00	0.00	75.50	724.50
55 - PROFESSIONAL SERVICES	87,450.00	87,450.00	6,275.00	55,629.93	31,820.07
Department: 19 - MUNICIPAL COURT Total:	364,793.83	364,793.83	34,967.16	269,430.81	95,363.02

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 21 - POLICE					
30 - SALARIES, WAGES, & BENEFITS	4,053,772.26	4,043,772.26	458,633.01	3,641,373.65	402,398.61
35 - SUPPLIES	118,924.00	128,924.00	1,773.99	104,743.79	24,180.21
45 - MAINTENANCE	11,397.00	11,397.00	-3,442.26	6,689.71	4,707.29
50 - SERVICES	230,799.90	230,799.90	10,676.20	71,982.54	158,817.36
54 - SUNDRY	3,000.00	3,000.00	0.00	1,564.69	1,435.31
55 - PROFESSIONAL SERVICES	1,800.00	1,800.00	0.00	1,544.00	256.00
60 - OTHER SERVICES	21,740.00	21,740.00	0.00	22,878.10	-1,138.10
97 - INTERFUND ACTIVITY	16,775.00	16,775.00	0.00	16,775.00	0.00
Department: 21 - POLICE Total:	4,458,208.16	4,458,208.16	467,640.94	3,867,551.48	590,656.68

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 23 - COMMUNICATIONS					
30 - SALARIES, WAGES, & BENEFITS	869,697.59	869,697.59	97,835.93	792,888.64	76,808.95
35 - SUPPLIES	13,365.00	13,365.00	0.00	3,381.77	9,983.23
45 - MAINTENANCE	22,450.00	22,450.00	0.00	8,115.48	14,334.52
50 - SERVICES	16,900.08	16,900.08	219.68	8,982.24	7,917.84
60 - OTHER SERVICES	600.00	600.00	0.00	100.12	499.88
97 - INTERFUND ACTIVITY	55,575.00	55,575.00	0.00	55,575.00	0.00
Department: 23 - COMMUNICATIONS Total:	978,587.67	978,587.67	98,055.61	869,043.25	109,544.42

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 25 - FIRE DEPARTMENT					
30 - SALARIES, WAGES, & BENEFITS	2,454,658.50	2,454,658.50	262,446.12	2,063,755.79	390,902.71
35 - SUPPLIES	238,199.00	238,199.00	8,614.29	162,134.61	76,064.39
45 - MAINTENANCE	58,949.00	58,949.00	886.60	46,172.49	12,776.51
50 - SERVICES	58,710.04	58,710.04	8,409.27	37,416.84	21,293.20
54 - SUNDRY	1,299.00	1,299.00	0.00	114.05	1,184.95
55 - PROFESSIONAL SERVICES	54,600.00	54,600.00	2,191.39	58,221.98	-3,621.98
Department: 25 - FIRE DEPARTMENT Total:	2,866,415.54	2,866,415.54	282,547.67	2,367,815.76	498,599.78

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 30 - PUBLIC WORKS					
30 - SALARIES, WAGES, & BENEFITS	105,848.62	105,848.62	12,057.78	92,842.86	13,005.76
35 - SUPPLIES	5,700.00	5,700.00	0.00	4,153.26	1,546.74
50 - SERVICES	11,200.00	11,200.00	362.39	13,338.78	-2,138.78
55 - PROFESSIONAL SERVICES	20,000.00	20,000.00	2,380.00	19,620.00	380.00
97 - INTERFUND ACTIVITY	1,375.00	1,375.00	0.00	1,375.00	0.00
Department: 30 - PUBLIC WORKS Total:	144,123.62	144,123.62	14,800.17	131,329.90	12,793.72

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 31 - COMMUNITY DEVELOPMENT					
30 - SALARIES, WAGES, & BENEFITS	283,230.84	283,230.84	30,738.29	187,724.89	95,505.95
35 - SUPPLIES	8,400.00	8,400.00	500.00	5,843.41	2,556.59
45 - MAINTENANCE	0.00	0.00	0.00	598.92	-598.92
50 - SERVICES	12,699.90	12,699.90	338.33	5,682.76	7,017.14
55 - PROFESSIONAL SERVICES	160,000.00	160,000.00	11,995.33	121,572.44	38,427.56
65 - CAPITAL OUTLAY	600.00	600.00	0.00	0.00	600.00
97 - INTERFUND ACTIVITY	2,125.00	2,125.00	0.00	2,125.00	0.00
Department: 31 - COMMUNITY DEVELOPMENT Total:	467,055.74	467,055.74	43,571.95	323,547.42	143,508.32

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 32 - STREETS					
30 - SALARIES, WAGES, & BENEFITS	350,791.01	350,791.01	32,064.39	247,386.21	103,404.80
35 - SUPPLIES	96,000.00	96,000.00	14,147.50	40,009.04	55,990.96
40 - MAINTENANCE--BLDGS, STRUC	65,000.00	65,000.00	2,061.06	55,867.40	9,132.60
45 - MAINTENANCE	1,800.00	1,800.00	0.00	0.00	1,800.00
50 - SERVICES	203,919.98	203,919.98	12,739.32	146,380.90	57,539.08
55 - PROFESSIONAL SERVICES	21,000.00	21,000.00	1,722.50	12,236.50	8,763.50
97 - INTERFUND ACTIVITY	27,568.00	27,568.00	0.00	27,568.00	0.00
Department: 32 - STREETS Total:	766,078.99	766,078.99	62,734.77	529,448.05	236,630.94

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 33 - BUILDING MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	124,933.71	74,933.71	3,708.32	30,072.90	44,860.81
35 - SUPPLIES	18,200.00	18,200.00	810.08	17,305.95	894.05
40 - MAINTENANCE--BLDGS, STRUC	55,500.00	55,500.00	803.55	54,698.79	801.21
45 - MAINTENANCE	3,000.00	3,000.00	94.18	3,157.67	-157.67
50 - SERVICES	126,000.00	126,000.00	9,943.66	78,853.33	47,146.67
55 - PROFESSIONAL SERVICES	9,000.00	9,000.00	0.00	4,418.48	4,581.52
65 - CAPITAL OUTLAY	75,000.00	125,000.00	0.00	70,961.01	54,038.99
97 - INTERFUND ACTIVITY	250.00	250.00	0.00	250.00	0.00
Department: 33 - BUILDING MAINTENANCE Total:	411,883.71	411,883.71	15,359.79	259,718.13	152,165.58

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 35 - SOLID WASTE					
55 - PROFESSIONAL SERVICES	503,513.16	503,513.16	40,379.24	421,899.52	81,613.64
Department: 35 - SOLID WASTE Total:	503,513.16	503,513.16	40,379.24	421,899.52	81,613.64

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 36 - FLEET SERVICES					
30 - SALARIES, WAGES, & BENEFITS	211,818.61	211,818.61	0.00	85,310.83	126,507.78
35 - SUPPLIES	241,600.00	241,600.00	16,537.77	174,201.88	67,398.12
45 - MAINTENANCE	68,000.00	68,000.00	17,189.79	125,981.55	-57,981.55
50 - SERVICES	12,150.10	12,150.10	0.00	3,493.09	8,657.01
54 - SUNDRY	850.00	850.00	450.00	6,698.43	-5,848.43
65 - CAPITAL OUTLAY	16,200.00	16,200.00	0.00	7,515.29	8,684.71
97 - INTERFUND ACTIVITY	15,317.00	15,317.00	0.00	15,317.00	0.00
Department: 36 - FLEET SERVICES Total:	565,935.71	565,935.71	34,177.56	418,518.07	147,417.64

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 38 - RECREATION					
30 - SALARIES, WAGES, & BENEFITS	192,198.74	192,198.74	50,908.07	169,023.74	23,175.00
35 - SUPPLIES	12,650.00	12,650.00	250.00	10,329.41	2,320.59
45 - MAINTENANCE	500.00	500.00	0.00	200.40	299.60
50 - SERVICES	102,129.96	102,129.96	1,347.69	105,536.01	-3,406.05
55 - PROFESSIONAL SERVICES	11,500.00	11,500.00	-10,000.00	12,177.25	-677.25
97 - INTERFUND ACTIVITY	500.00	500.00	0.00	500.00	0.00
Department: 38 - RECREATION Total:	319,478.70	319,478.70	42,505.76	297,766.81	21,711.89

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 39 - PARKS					
30 - SALARIES, WAGES, & BENEFITS	539,428.35	484,428.35	50,423.25	428,393.89	56,034.46
35 - SUPPLIES	71,400.00	71,400.00	3,807.51	56,229.38	15,170.62
40 - MAINTENANCE--BLDGS, STRUC	49,250.00	49,250.00	699.41	52,549.88	-3,299.88
45 - MAINTENANCE	4,000.00	4,000.00	0.00	4,487.94	-487.94
50 - SERVICES	10,170.06	10,170.06	179.12	6,866.59	3,303.47
55 - PROFESSIONAL SERVICES	2,000.00	2,000.00	10,516.73	17,316.73	-15,316.73
65 - CAPITAL OUTLAY	50,000.00	105,000.00	123.53	35,660.57	69,339.43
97 - INTERFUND ACTIVITY	22,680.00	22,680.00	0.00	22,680.00	0.00
Department: 39 - PARKS Total:	748,928.41	748,928.41	65,749.55	624,184.98	124,743.43
Fund: 01 - GENERAL FUND Surplus (Deficit):	0.29	-41,899.71	-1,342,299.93	3,544,843.79	-3,586,743.50
Fund: 03 - DEBT SERVICE FUND					
Department: 50 - 50					
72 - PROPERTY TAXES	1,463,060.00	1,463,060.00	1,551.91	1,415,689.71	47,370.29
96 - INTEREST EARNED	5,000.00	5,000.00	1,645.16	15,839.45	-10,839.45
97 - INTERFUND ACTIVITY	113,573.00	113,573.00	0.00	113,573.00	0.00
Department: 50 - 50 Total:	1,581,633.00	1,581,633.00	3,197.07	1,545,102.16	36,530.84

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 51 - DEBT SERVICE					
61 - DEBT SERVICE	1,531,625.00	1,531,625.00	0.00	1,435,000.00	96,625.00
Department: 51 - DEBT SERVICE Total:	1,531,625.00	1,531,625.00	0.00	1,435,000.00	96,625.00
Fund: 03 - DEBT SERVICE FUND Surplus (Deficit):	50,008.00	50,008.00	3,197.07	110,102.16	-60,094.16
Fund: 05 - MOTEL TAX FUND					
Department: 55 - 55					
75 - OTHER TAXES	140,000.00	140,000.00	6,484.74	124,130.02	15,869.98
96 - INTEREST EARNED	1,000.00	1,000.00	79.23	8,473.43	-7,473.43
Department: 55 - 55 Total:	141,000.00	141,000.00	6,563.97	132,603.45	8,396.55

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 56 - MOTEL TAX					
50 - SERVICES	41,900.00	41,900.00	0.00	13,175.00	28,725.00
55 - PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
97 - INTERFUND ACTIVITY	296,100.00	296,100.00	0.00	296,100.00	0.00
Department: 56 - MOTEL TAX Total:	338,000.00	338,000.00	0.00	309,275.00	28,725.00
Fund: 05 - MOTEL TAX FUND Surplus (Deficit):	-197,000.00	-197,000.00	6,563.97	-176,671.55	-20,328.45
Fund: 10 - CAPITAL IMPROVEMENTS FUND					
Department: 90 - 90					
96 - INTEREST EARNED	22,000.00	22,000.00	6,983.03	80,352.98	-58,352.98
97 - INTERFUND ACTIVITY	436,309.00	973,957.00	0.00	973,957.00	0.00
99 - OTHER AGENCY REVENUES	5,567,659.45	5,567,659.45	1,576,247.48	2,254,800.60	3,312,858.85
Department: 90 - 90 Total:	6,025,968.45	6,563,616.45	1,583,230.51	3,309,110.58	3,254,505.87

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Income Statement

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 91 - 91					
70 - CAPITAL IMPROVEMENTS	16,017,012.00	16,236,560.00	434,585.35	5,399,274.60	10,837,285.40
Department: 91 - 91 Total:	16,017,012.00	16,236,560.00	434,585.35	5,399,274.60	10,837,285.40
Fund: 10 - CAPITAL IMPROVEMENTS FUND Surplus (Deficit):	-9,991,043.55	-9,672,943.55	1,148,645.16	-2,090,164.02	-7,582,779.53
Total Surplus (Deficit):	-10,138,035.26	-9,861,835.26	-183,893.73	1,388,110.38	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
01 - GENERAL FUND	0.29	-41,899.71	-1,342,299.93	3,544,843.79	-3,586,743.50
03 - DEBT SERVICE FUND	50,008.00	50,008.00	3,197.07	110,102.16	-60,094.16
05 - MOTEL TAX FUND	-197,000.00	-197,000.00	6,563.97	-176,671.55	-20,328.45
10 - CAPITAL IMPROVEMENT...	-9,991,043.55	-9,672,943.55	1,148,645.16	-2,090,164.02	-7,582,779.53
Total Surplus (Deficit):	-10,138,035.26	-9,861,835.26	-183,893.73	1,388,110.38	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

CITY OF JERSEY VILLAGE
PROPERTY TAX COLLECTION REPORTS
JULY 2023

Tax Collection System
Distribution Report - PROPERTY TAX
For Deposit Dates: 07/01/2023 thru 07/31/2023

Jurisdiction 0070 JERSEY VILLAGE

Year	Levy	Penalty Interest	Attorney	Adjustment Amount	Net Collections	Commissions (Excludes Attorney)	Net Payable	Disbursed to Jurisdiction	Disbursed to Attorneys
2022	11,943.91	1,507.24	1,790.55	0.00	15,241.70	(67.28)	15,174.42	13,383.87	1,790.55
2021	(2,359.92)	15.43	(18.07)	0.00	(2,362.56)	11.71	(2,350.85)	(2,332.78)	(18.07)
2020	(1,085.20)	0.00	0.00	0.00	(1,085.20)	5.42	(1,079.78)	(1,079.78)	0.00
2019	975.75	675.29	330.21	0.00	1,981.25	(8.26)	1,972.99	1,642.78	330.21
2018	1,233.58	801.83	407.08	0.00	2,442.49	(10.18)	2,432.31	2,025.23	407.08
2017	103.97	55.03	28.08	0.00	187.08	(0.80)	186.28	158.20	28.08
Total:	\$10,812.09	\$3,054.82	\$2,537.85	\$0.00	\$16,404.76	(\$69.39)	\$16,335.37	\$13,797.52	\$2,537.85

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 07/01/2023 TO 07/31/2023

INCLUDES AG ROLLBACK

JURISDICTION: 0070 City of Jersey Village

YEAR	TAX RATE	TAX LEVY	PAID ACCTS
2022	00.742500	84,841.81	3,153

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2022	86,911.52	2,069.71-	2,069.71-	11,943.91	11,943.91	72,897.90	14.08	0.00
2021	61,851.47	1,608.56-	1,608.56-	2,359.92-	2,359.92-	62,602.83	3.92-	0.00
2020	57,059.10	1,085.20-	1,085.20-	1,085.20-	1,085.20-	57,059.10	1.94-	0.00
2019	18,447.50	479.22-	479.22-	975.75	975.75	16,992.53	5.43	0.00
2018	20,525.28	.00	0.00	1,233.58	1,233.58	19,291.70	6.01	0.00
2017	13,180.23	.00	0.00	103.97	103.97	13,076.26	.79	0.00
2016	9,135.55	.00	0.00	0.00	0.00	9,135.55		0.00
2015	8,331.98	.00	0.00	0.00	0.00	8,331.98		0.00
2014	8,458.86	.00	0.00	0.00	0.00	8,458.86		0.00
2013	7,711.70	.00	0.00	0.00	0.00	7,711.70		0.00
2012	7,027.61	.00	0.00	0.00	0.00	7,027.61		0.00
2011	5,891.56	.00	0.00	0.00	0.00	5,891.56		0.00
2010	4,289.59	.00	0.00	0.00	0.00	4,289.59		0.00
2009	5,453.54	.00	0.00	0.00	0.00	5,453.54		0.00
2008	2,474.69	.00	0.00	0.00	0.00	2,474.69		0.00
2007	2,578.18	.00	0.00	0.00	0.00	2,578.18		0.00
2006	2,086.72	.00	0.00	0.00	0.00	2,086.72		0.00
2005	1,705.11	.00	0.00	0.00	0.00	1,705.11		0.00
2004	1,110.04	.00	0.00	0.00	0.00	1,110.04		0.00
2003	378.07	.00	0.00	0.00	0.00	378.07		0.00
2002	84.98	.00	0.00	0.00	0.00	84.98		0.00
2001	4.59	.00	0.00	0.00	0.00	4.59		0.00
****	324,697.87	5,242.69-	5,242.69-	10,812.09	10,812.09	308,643.09		0.00
CURR	86,911.52	2,069.71-	2,069.71-	11,943.91	11,943.91	72,897.90		0.00
DELO	237,786.35	3,172.98-	3,172.98-	1,131.82-	1,131.82-	235,745.19		0.00

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 REVERSALS DETAIL SCHEDULE
 FROM: 07/01/2023 THRU 07/31/2023
 JURISDICTION: 70 City of Jersey Village

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019 RF230710	206-289-920-0000	202009	479.22-	0.00	95.84-	115.01-45	690.07	0.00 RF
2019 RF230710	206-289-920-0000	202009	0.00	0.00	0.00	0.00 45	690.07-	690.07-RF
2019 I0707231	223-138-460-0000	202201	81.73-	0.00	24.52-	21.25-6	0.00	127.50-TR
	2019 TOTAL		560.95-	0.00	120.36-	136.26-	0.00	817.57-
2020 RF230710	107-445-000-0020	202101	0.00	0.00	0.00	0.00 33	542.60-	542.60-RF
2020 RF230710	107-445-000-0020	202101	542.60-	0.00	0.00	0.00 33	542.60	0.00 RF
2020 RF230710	107-448-002-0018	202012	0.00	0.00	0.00	0.00 33	542.60-	542.60-RF
2020 RF230710	107-448-002-0018	202012	542.60-	0.00	0.00	0.00 33	542.60	0.00 RF
	2020 TOTAL		1,085.20-	0.00	0.00	0.00	0.00	1,085.20-
2021 RF230711	082-104-000-0027	202201	0.00	0.00	0.00	0.00 21	178.47-	178.47-RF
2021 RF230711	082-104-000-0027	202201	178.47-	0.00	0.00	0.00 21	178.47	0.00 RF
2021 RF230711	107-442-000-0043	202112	742.50-	0.00	0.00	0.00 21	742.50	0.00 RF
2021 RF230711	107-442-000-0043	202112	0.00	0.00	0.00	0.00 21	742.50-	742.50-RF
2021 RF230711	107-445-000-0020	202201	742.50-	0.00	0.00	0.00 21	742.50	0.00 RF
2021 RF230711	107-445-000-0020	202201	0.00	0.00	0.00	0.00 21	742.50-	742.50-RF
2021 RF230711	107-448-002-0018	202112	0.00	0.00	0.00	0.00 21	742.50-	742.50-RF
2021 RF230711	107-448-002-0018	202112	742.50-	0.00	0.00	0.00 21	742.50	0.00 RF
2021 RF230711	206-289-920-0000	201712	15.23-	0.00	0.00	0.00 21	15.23	0.00 RF
2021 RF230711	206-289-920-0000	201712	0.00	0.00	0.00	0.00 21	15.23-	15.23-RF
2021 RF230711	206-289-920-0000	202208	285.48-	0.00	48.53-	66.80-21	400.81	0.00 RF
2021 RF230711	206-289-920-0000	202208	0.00	0.00	0.00	0.00 21	400.81-	400.81-RF
2021 I0707231	223-138-460-0000	202201	972.68-	0.00	0.00	0.00 11	0.00	972.68-TR
	2021 TOTAL		3,679.36-	0.00	48.53-	66.80-	0.00	3,794.69-
2022 RF230712	082-104-000-0027	202301	367.78-	0.00	0.00	0.00 10	367.78	0.00 RF
2022 RF230712	082-104-000-0027	202301	0.00	0.00	0.00	0.00 10	367.78-	367.78-RF
2022 RF230712	104-762-000-0022	202211	165.81-	0.00	0.00	0.00 10	165.81	0.00 RF
2022 RF230712	104-762-000-0022	202211	0.00	0.00	0.00	0.00 10	165.81-	165.81-RF
2022 L0718233	105-868-000-0009	202305	1,251.32-	0.00	150.16-	0.00 0	0.00	1,401.48-TR
2022 RF230712	107-442-000-0043	202212	0.00	0.00	0.00	0.00 10	742.50-	742.50-RF
2022 RF230712	107-442-000-0043	202212	742.50-	0.00	0.00	0.00 10	742.50	0.00 RF
2022 RF230712	107-445-000-0020	202212	0.00	0.00	0.00	0.00 10	742.50-	742.50-RF
2022 RF230712	107-445-000-0020	202212	742.50-	0.00	0.00	0.00 10	742.50	0.00 RF
2022 RF230712	107-448-002-0018	202212	0.00	0.00	0.00	0.00 10	742.50-	742.50-RF
2022 RF230712	107-448-002-0018	202212	742.50-	0.00	0.00	0.00 10	742.50	0.00 RF

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 REVERSALS DETAIL SCHEDULE
 FROM: 07/01/2023 THRU 07/31/2023
 JURISDICTION: 70 City of Jersey Village

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
	2022 TOTAL		4,012.41-	0.00	150.16-	0.00	0.00	4,162.57-
	YEAR 2019							
	REFUNDS		479.22-	0.00	95.84-	115.01-	0.00	690.07-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		81.73-	0.00	24.52-	21.25-	0.00	127.50-
	TOTAL		560.95-	0.00	120.36-	136.26-	0.00	817.57-
	YEAR 2020							
	REFUNDS		1,085.20-	0.00	0.00	0.00	0.00	1,085.20-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		1,085.20-	0.00	0.00	0.00	0.00	1,085.20-
	YEAR 2021							
	REFUNDS		2,706.68-	0.00	48.53-	66.80-	0.00	2,822.01-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		972.68-	0.00	0.00	0.00	0.00	972.68-
	TOTAL		3,679.36-	0.00	48.53-	66.80-	0.00	3,794.69-
	YEAR 2022							
	REFUNDS		2,761.09-	0.00	0.00	0.00	0.00	2,761.09-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		1,251.32-	0.00	150.16-	0.00	0.00	1,401.48-
	TOTAL		4,012.41-	0.00	150.16-	0.00	0.00	4,162.57-
	ALL YEARS							
	REFUNDS		7,032.19-	0.00	144.37-	181.81-	0.00	7,358.37-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		2,305.73-	0.00	174.68-	21.25-	0.00	2,501.66-
	TOTAL		9,337.92-	0.00	319.05-	203.06-	0.00	9,860.03-

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 SUMMARY OF PAYMENTS AND REVERSALS
 FROM: 07/01/2023 THRU 07/31/2023
 JURISDICTION: 70 City of Jersey Village

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2017 TOTAL		103.97	0.00	55.03	28.08	0.00	187.08
	2018 TOTAL		1,233.58	0.00	801.83	407.08	0.00	2,442.49
	2019 TOTAL		1,536.70	0.00	795.65	466.47	0.00	2,798.82
	2021 TOTAL		1,319.44	0.00	63.96	48.73	0.00	1,432.13
	2022 TOTAL		15,956.32	0.00	1,657.40	1,790.55	0.00	19,404.27
	TOTAL PAYMENTS		20,150.01	0.00	3,373.87	2,740.91	0.00	26,264.79
	2019 TOTAL		560.95-	0.00	120.36-	136.26-	0.00	817.57-
	2020 TOTAL		1,085.20-	0.00	0.00	0.00	0.00	1,085.20-
	2021 TOTAL		3,679.36-	0.00	48.53-	66.80-	0.00	3,794.69-
	2022 TOTAL		4,012.41-	0.00	150.16-	0.00	0.00	4,162.57-
	TOTAL REVERSALS		9,337.92-	0.00	319.05-	203.06-	0.00	9,860.03-
	TOTAL FOR UNIT		10,812.09	0.00	3,054.82	2,537.85	0.00	16,404.76

General Fund
For the period ended August 31, 2023

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Revenue					
Property Taxes	7,487,187.00	7,487,187.00	7,450,354.39	99.51%	7,487,131.73
Electric Franchise Taxes	370,000.00	370,000.00	332,174.59	89.78%	370,000.00
Telephone Franchise	20,000.00	20,000.00	11,647.85	58.24%	20,000.00
Gas Franchise	40,000.00	40,000.00	55,243.92	138.11%	56,000.00
Cable TV Franchise	75,000.00	75,000.00	74,943.65	99.92%	75,000.00
Telecommunication	14,000.00	14,000.00	17,787.87	127.06%	14,000.00
City Sales Tax	4,400,000.00	4,400,000.00	5,039,936.82	114.54%	5,450,000.00
Mixed Drink Tax	30,000.00	30,000.00	31,385.47	104.62%	30,000.00
Fines Warrants & Bonds **	918,000.00	918,000.00	692,948.72	75.48%	750,000.00
Fees & Charge for Services	401,000.00	401,000.00	578,729.28	144.32%	600,000.00
Licenses & Permits	183,600.00	183,600.00	218,295.79	118.90%	250,000.00
Interest Earned	37,000.00	500,000.00	774,357.41	154.87%	850,000.00
Interfund Activity	4,535,652.00	4,535,652.00	4,535,652.00	100.00%	4,535,652.00
Misc Revenue	70,000.00	70,000.00	61,789.79	88.27%	70,000.00
Other Agency Revenue	67,000.00	67,000.00	2,563.23	3.83%	67,000.00
Total Revenue	<u>18,648,439.00</u>	<u>19,111,439.00</u>	<u>19,877,810.78</u>	<u>104.01%</u>	<u>20,624,783.73</u>
Expenditures					
Administrative Service	1,028,577.31	1,028,577.31	964,804.57	93.80%	1,028,577.31
Legal/Other Services	3,411,407.71	3,911,407.71	3,799,583.48	97.14%	4,500,000.00
Info Technology	975,319.31	975,319.31	693,318.52	71.09%	975,319.31
Purchasing	22,675.00	22,675.00	19,733.09	87.03%	22,675.00
Accounting Services	474,968.54	474,968.54	340,126.93	71.61%	474,968.54
Customer Services	140,487.60	140,487.60	135,146.22	96.20%	140,487.60
Municipal Court	364,793.83	364,793.83	269,430.81	73.86%	364,793.83

Police Department	4,458,208.16	4,458,208.16	3,867,551.48	86.75%	4,458,208.16
Communications	978,587.67	978,587.67	869,043.25	88.81%	978,587.67
Fire Department	2,866,415.54	2,866,415.54	2,367,815.76	82.61%	2,866,415.54
Public Works	144,123.62	144,123.62	131,329.90	91.12%	144,123.62
Community Development	467,055.74	467,055.74	323,547.42	69.27%	467,055.74
Streets	766,078.99	766,078.99	529,448.05	69.11%	766,078.99
Building Maintenance	411,883.71	411,883.71	259,718.13	63.06%	411,883.71
Solid Waste	503,513.16	503,513.16	421,899.52	83.79%	503,513.16
Fleet Services	565,935.71	565,935.71	418,518.07	73.95%	439,436.00
Recreation	319,478.70	319,478.70	297,766.81	93.20%	319,478.70
Parks	748,928.41	748,928.41	624,184.98	83.34%	748,928.41
Total Expenditures	18,648,438.71	19,148,438.71	16,332,966.99	85.30%	19,610,531.29

** Part of the collection is transfer to the Court Technology/Security Fund

Utility Fund
For the period ended August 31, 2023

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Revenue					
Fees & Charge for Services	4,913,100.00	4,913,100.00	4,698,456.27	95.63%	5,200,000.00
Interest Earned	20,000.00	90,000.00	134,502.84	149.45%	150,000.00
Interfund Activity	-	-			
Miscellaneous Revenue	60,000.00	60,000.00	60,875.04	101.46%	65,000.00
Other Agency Revenue	624,835.00	624,835.00	79,168.32	12.67%	624,835.00
Total Revenue	<u>5,617,935.00</u>	<u>5,687,935.00</u>	<u>4,973,002.47</u>	<u>89.78%</u>	<u>6,039,835.00</u>
Expenditures					
Water & Sewer	4,263,240.00	4,263,240.00	4,264,183.64	100.02%	4,263,240.00
Utility Capital Projects	4,535,394.00	4,535,394.00	1,362,634.13	30.04%	4,535,394.00
Total Expenditures	<u>8,798,634.00</u>	<u>8,798,634.00</u>	<u>5,626,817.77</u>	<u>63.95%</u>	<u>8,798,634.00</u>

Incident Type Group	
100 - Fire	5
200 - Heat Related	0
300 - EMS	112
400 - HAZMAT	3
500 - Service Call	10
600 - Good Intent	21
700 - False Alarm	6
900 - Covid	0
Total	157

Calls Per Shift	
A Shift	40
B Shift	61
C Shift	56
Total	157

Unit Responses	
3541	121
POV	2
3580	94
3510	0
3511	12
3581	6
3590	8
3540	0
3518	0
3531	3
3519	1
Total	247

Fire Marshal Activity	Activity
Certificate to Occupy Final - Occupancy	2
Change of Occupancy	2
Commercial Key Lock Box Installation	0
ELEVATOR ACCEPTANCE	0
Fire Alarm Inspection	0
Fire Sprinkler Inspections	0
Fire Hydrant Flow Test	0
FIRE MARSHAL - RESPOND TO EMERGENCY	0
Gasoline System Pump/Piping Inspection	0
Information Call	10
Life Safety (Low Risk)	5
Permit Inspection	3
Pre-Incident Planning	0
Plan Review	8
Fire Lane Inspection	1
Life Safety (Moderate Risk)	2

MEETING	15
Other Fire Marshal Activity	1
Re-inspect	24
Residential Key Lock Box Installation	3
Assist Other Agency	0
Fire Investigation	0
Training Event / Class	2
Permit Inspection	78

Overlapped Calls

Incident Number	Alarm Date	Last Unit Cleared Date
2023-00001182	8/1/2023 6:18 PM	8/1/2023 6:47 PM
2023-00001183	8/1/2023 6:29 PM	8/1/2023 7:45 PM
2023-00001184	8/2/2023 10:11 AM	8/2/2023 10:26 AM
2023-00001185	8/2/2023 10:21 AM	8/2/2023 10:35 AM
2023-00001187	8/2/2023 10:29 PM	8/2/2023 10:53 PM
2023-00001188	8/3/2023 10:25 AM	8/3/2023 12:14 PM
2023-00001192	8/3/2023 7:10 PM	8/3/2023 7:53 PM
2023-00001193	8/3/2023 7:47 PM	8/3/2023 7:54 PM
2023-00001209	8/7/2023 10:15 AM	8/7/2023 11:18 AM
2023-00001210	8/7/2023 11:07 AM	8/7/2023 12:15 PM
2023-00001212	8/8/2023 7:50 AM	8/8/2023 9:58 AM
2023-00001213	8/8/2023 9:29 AM	8/8/2023 9:32 AM
2023-00001228	8/12/2023 3:25 AM	8/12/2023 4:00 AM
2023-00001229	8/12/2023 3:46 AM	8/12/2023 4:10 AM
2023-00001237	8/13/2023 2:22 PM	8/13/2023 3:05 PM
2023-00001238	8/13/2023 2:37 PM	8/13/2023 3:23 PM
2023-00001243	8/15/2023 6:57 AM	8/15/2023 8:46 AM
2023-00001244	8/15/2023 8:41 AM	8/15/2023 8:51 AM
2023-00001246	8/15/2023 11:26 AM	8/15/2023 12:23 PM
2023-00001247	8/15/2023 11:53 AM	8/15/2023 12:17 PM
2023-00001249	8/16/2023 6:01 AM	8/16/2023 7:27 AM
2023-00001250	8/16/2023 7:03 AM	8/16/2023 7:10 AM
2023-00001254	8/16/2023 6:32 PM	8/16/2023 8:12 PM
2023-00001255	8/16/2023 7:11 PM	8/16/2023 8:35 PM
2023-00001259	8/17/2023 12:27 PM	8/17/2023 1:04 PM
2023-00001260	8/17/2023 1:25 PM	8/17/2023 2:29 PM
2023-00001262	8/17/2023 6:00 PM	8/17/2023 6:37 PM
2023-00001263	8/17/2023 6:37 PM	8/17/2023 7:06 PM
2023-00001265	8/18/2023 6:02 AM	8/18/2023 6:49 AM
2023-00001266	8/18/2023 6:16 AM	8/18/2023 7:12 AM
2023-00001271	8/19/2023 1:04 PM	8/19/2023 2:20 PM
2023-00001272	8/19/2023 1:52 PM	8/19/2023 2:05 PM
2023-00001287	8/22/2023 8:42 PM	8/23/2023 2:41 AM
2023-00001288	8/22/2023 9:32 PM	8/22/2023 9:44 PM
2023-00001292	8/23/2023 8:19 PM	8/23/2023 10:00 PM
2023-00001291	8/23/2023 9:25 PM	8/23/2023 10:06 PM
2023-00001295	8/24/2023 10:47 AM	8/24/2023 11:21 AM
2023-00001296	8/24/2023 10:53 AM	8/24/2023 10:57 AM
2023-00001307	8/25/2023 6:30 PM	8/25/2023 7:40 PM
2023-00001308	8/25/2023 6:52 PM	8/25/2023 8:26 PM

2023-00001309	8/26/2023 6:48 PM	8/26/2023 6:58 PM
2023-00001310	8/26/2023 6:54 PM	8/26/2023 7:06 PM
2023-00001324	8/29/2023 1:29 PM	8/29/2023 3:09 PM
2023-00001325	8/29/2023 2:30 PM	8/29/2023 3:00 PM
2023-00001326	8/29/2023 5:18 PM	8/29/2023 7:17 PM
2023-00001327	8/29/2023 7:17 PM	8/29/2023 11:20 PM
2023-00001328	8/29/2023 7:51 PM	8/29/2023 10:17 PM
2023-00001331	8/30/2023 6:26 PM	8/30/2023 8:18 PM
2023-00001332	8/30/2023 7:22 PM	8/30/2023 8:40 PM
	2 calls overlapping	23
	3 calls overlapping	1
	4 calls overlapping	0
	6 calls overlapping	0
	7 calls overlapping	0
	Total Overlapping Occurences	24

AUGUST 2023

Communication Division Monthly Report

Date	CFS - PD	CFS - FD	CFS - FMO	911 Phone	10 Digit	License Plate	Driver's License	Criminal History	TCIC Messages	Day Total
1-Aug	73	6	0	21	56	68	64	2	19	309
2-Aug	96	4	0	29	18	68	72	1	5	293
3-Aug	92	6	1	21	30	54	69	3	8	284
4-Aug	96	8	1	17	65	68	76	3	11	345
5-Aug	65	3	W	29	53	32	38	0	10	230
6-Aug	77	3	W	21	28	59	53	0	8	249
7-Aug	87	4	1	20	55	51	51	1	2	272
8-Aug	78	6	1	25	23	56	54	1	4	248
9-Aug	69	2	1	12	28	47	49	0	9	217
10-Aug	84	4	0	22	40	40	45	0	9	244
11-Aug	73	4	0	23	33	43	43	1	13	233
12-Aug	63	8	W	28	24	43	54	0	4	224
13-Aug	55	3	W	15	19	28	30	1	4	155
14-Aug	98	4	0	19	49	69	69	1	8	317
15-Aug	75	6	1	20	48	46	58	5	21	280
16-Aug	65	7	5	14	59	40	45	3	7	245
17-Aug	88	9	0	21	84	67	74	1	6	350
18-Aug	101	3	0	28	119	63	60	0	5	379
19-Aug	84	10	W	22	71	46	48	0	3	284
20-Aug	85	1	W	13	68	51	67	2	5	292
21-Aug	95	4	0	21	104	66	62	4	0	356
22-Aug	126	6	4	28	147	64	72	1	0	448
23-Aug	90	4	0	18	102	48	52	6	1	321
24-Aug	96	9	0	16	100	69	61	0	1	352
25-Aug	97	7	0	38	125	69	52	0	2	390
26-Aug	100	2	W	19	87	51	55	0	0	314
27-Aug	91	5	W	24	86	51	55	0	0	312
28-Aug	70	3	0	15	83	18	31	0	8	228
29-Aug	118	10	0	14	78	63	65	9	3	360
30-Aug	123	6	1	14	77	70	61	0	3	355
31-Aug	99	8	0	13	102	46	49	2	6	325
Totals	2709	165	16	640	2061	1654	1734	47	185	9211
Annual Totals	17154	1324	201	5523	24063	12133	13462	381	1341	75582

Captain Sullivan created new call types and response plans for all our Fire/EMS calls. These new plans will allow the Fire Department to provide precise responses based on the severity of the call.

CS Rayne Herzog, created these new call types and responses in CAD and routed the determinants (call type and severity) to the new responses. We created new units and back-up units for our mutual aid companies to make it easier for the dispatchers when having to request assistance. Last month IT had to replace one of our phones in dispatch because it wasn't working correctly. Unfortunately, when the phone was replaced, our recording program did not recognize the new phone. 10-digit phones reported from 07/25 through 08/21 are numbers from only one of the dispatch phones, not both.

Police Department
Monthly Activity Report
August-2023

ACTIVITY	CURRENT MONTH AUGUST	PREVIOUS MONTH JULY	YTD 2023	TOTAL 2022
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PART 1 OFFENSES

Homicide / Manslaughter	1	0	1	1
Sexual Assault	0	0	4	7
Robbery	1	1	7	7
Aggravated Assault	3	6	23	17
Burglary	0	0	16	72
Larceny	7	12	105	180
Motor Vehicle Theft	6	6	40	66
TOTAL PART I	18	25	196	350
TOTAL PART II	50	49	409	559
TOTAL OFFENSES	68	74	605	909

ADDITIONAL STATISTICS

FAMILY VIOLENCE	3	8	31	34
D.W.I.	1	2	25	69

FELONY	9	8	72	315
MISDEMEANOR	6	11	95	202
WARRANT ARREST	11	10	107	135
JUVENILE	2	0	3	34
TOTAL ARRESTS	28	29	277	686

DISPATCH

CALLS FOR SERVICE	671	633	5115	9194
TRAFFIC STOPS	956	915	6698	8610

ACCIDENTS

INJURY	10	8	97	175
NON-INJURY	37	33	521	817
FATALITY	0	0	0	0
TOTAL	47	41	618	992

Part II Crimes: are "less serious" offenses and include: Simple Assaults, Forgery/Counterfeiting, Embezzlement/Fraud, Receiving Stolen Property, Weapon Violations, Prostitution, Sex Crimes (except rape), Crimes Against Family/Child, Narcotic Drug Laws, Liquor Laws, Drunkenness, Disturbing the Peace, Disorderly Conduct, Gambling, and DWI.

Police Department Open Positions/Recruitment

July 2023

As of August 31, 2023, the Jersey Village Police Department has the following job openings:

- Patrol Officer (2 open positions)

The Police Department has continued recruiting efforts, and is reviewing applications for qualified applicants.



Record Request Search Result

August 2023 Public Request



Agency: JVPD

Print Date/Time: 9/7/2023 15:19

Agency #: TX1011200

Request Number	Requested Date	Requestor	Status	Type	Due Date	Time Spent	Unit of Time
2023-00000179	08/30/2023	GAPINSKI, KAT	Sent to Olsen & Olsen	Body/Dash Camera	09/13/2023		
2023-00000178	08/29/2023	GOTTSCHALK, SHIRLEY	Completed	Police Report	09/12/2023	30	Minutes
2023-00000177	08/29/2023	Sullo and Sullo	Completed	Citations Issued	09/12/2023	30	Minutes
2023-00000176	08/21/2023	BEASLEY, CURT	Completed	Calls for Service Slips	09/05/2023	30	Minutes
2023-00000175	08/21/2023	HOUSTON CHRONICLE	In Progress	Crime Stats	09/04/2023		
2023-00000174	08/21/2023	CANNON COCHRAN MANGEMENT SERVICES	Completed	Police Report	09/04/2023	30	Minutes
2023-00000173	08/17/2023	BEASLEY, CURT	Completed	Calls for Service Slips	08/30/2023	30	Minutes
2023-00000172	08/15/2023	GULF COAST CLAIMS	Completed	Police Report	08/29/2023	30	Minutes
2023-00000171	08/14/2023	CHAMBERLAIN LAW FIRM	Completed	Police Report	08/28/2023	1	Hour(s)
2023-00000170	08/11/2023	Sullo and Sullo	Completed	Citations Issued	08/24/2023	30	Minutes
2023-00000169	08/10/2023	WEST LAW FIRM	Withdraw from Requestor	Body/Dash Camera	08/24/2023		
2023-00000168	08/09/2023	DESCHAMPS, CHRISTIAN	Completed	Police Report	08/22/2023	30	Minutes
2023-00000167	08/07/2023	POOLE, ROSE	Completed	Location History CFS's	08/21/2023	1	Hour(s)
2023-00000166	08/07/2023	BRANDON, GREGG	Completed	Police Report	08/21/2023	30	Minutes
2023-00000165	08/03/2023	AUSBROOKS, JAWANDA	Completed	Body/Dash Camera	08/17/2023	1	Hour(s)
2023-00000164	08/02/2023	RAWLS, SANDRA	Completed	Police Report	08/15/2023	30	Minutes
2023-00000163	08/01/2023	Lexis Nexis	Completed	Citations Issued	08/15/2023	30	Minutes
2023-00000162	08/01/2023	SERRANO, OSCAR	Completed	Police Report	08/08/2023	30	Minutes
Total Records							18

**CITY OF JERSEY VILLAGE
MUNICIPAL COURT
COLLECTIONS 2023**

	CITY PORTION			RESTRICTED FUND				STATE & OMNI & COLLECTIONS	
MONTH	CITY FINES	WARRANT COLLECTION	CITY PORTION OMNI FEES	COURT SEC. FUND	COURT TECH. FEE	JUDICIAL EFF. FEE	CHILD SAFETY	PORTION FEES	TOTAL COLLECTION
Jan	\$49,591.63	\$4,764.40	\$264.00	\$1,342.97	\$1,186.50	\$56.97	\$0.00	\$31,687.89	\$88,894.36
Feb	\$61,423.32	\$5,387.18	\$336.00	\$1,697.44	\$1,493.21	\$73.01	\$0.00	\$38,565.71	\$108,975.87
Mar	\$78,872.26	\$6,347.86	\$397.33	\$2,109.03	\$1,877.62	\$95.11	\$0.00	\$47,368.03	\$137,067.24
Apr	\$52,022.38	\$3,634.93	\$263.57	\$1,428.10	\$1,236.08	\$55.70	\$0.00	\$31,833.24	\$90,474.00
May	\$55,303.65	\$2,856.34	\$236.00	\$1,582.79	\$1,366.53	\$56.92	\$0.00	\$33,389.11	\$94,791.34
June	\$48,135.37	\$3,373.45	\$180.00	\$1,389.19	\$1,205.56	\$49.34	\$0.00	\$30,100.40	\$84,433.31
July	\$60,940.90	\$3,423.74	\$236.00	\$1,656.75	\$1,426.85	\$61.81	\$0.00	\$35,570.66	\$103,316.71
Aug	\$53,489.03	\$2,654.10	\$204.00	\$1,589.50	\$1,336.43	\$47.80	\$0.00	\$33,611.09	\$92,931.95
Sept									
Oct									
Nov									
Dec									
Totals	\$459,778.54	\$32,442.00	\$2,116.90	\$12,795.77	\$11,128.78	\$496.66	\$0.00	\$282,126.13	\$800,884.78

Municipal Courts
Activity Detail
August 1, 2023 to August 31, 2023

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Jersey Village

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 8/1/2023:							
Active Cases	22,730	330	0	145	1,769	213	25,187
Inactive Cases	16,718	33	0	154	4,953	53	21,957
Docket Adjustments	0	0	0	0	0	0	
Cases Added:							
New Cases Filed	1,142	16	0	6	51	3	1,218
Cases Reactivated	75	0	0	0	19	0	94
All Other Cases Added	0	0	0	0	0	0	
Total Cases on Docket	23,947	346	0	151	1,839	216	26,499
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	251	5	0	0	17	0	273
Dismissed by Prosecution	89	1	0	0	5	0	95
Total Dispositions Prior to Court Appearance or Trial	340	6	0	0	22	0	368
Dispositions at Court Appearance or Trial:							
Convictions:							
Guilty Plea or Nolo Contendere	0	0	0	0	0	0	0
By the Court	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0
Acquittals:							
By the Court	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0
Dismissed by Prosecution	1	0	0	0	0	0	1
Total Dispositions at Court Appearance or Trial	1	0	0	0	0	0	1
Compliance Dismissals:							
After Driver Safety Course	55	---	---	---	---	---	55
After Deferred Disposition	51	2	0	1	3	0	57
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	0	---	0
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	20	---	---	---	---	---	20
All Other Transportation Code Dismissals	85	0	0	0	0	0	85
Total Compliance Dismissals	211	2	0	1	3	0	217
All Other Dispositions	0	0	0	0	0	0	0
Total Cases Disposed	552	8	0	1	25	0	586
Cases Placed on Inactive Status	90	1	0	0	49	0	140
Cases Pending 8/31/2023:							
Active Cases	23,305	337	0	150	1,765	216	25,753
Inactive Cases	16,733	34	0	154	4,983	53	21,957
Show Cause and Other Required Hearings Held	17	0	0	0	3	0	20
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

CITY COUNCIL MEETING SCHEDULED FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Municipal Courts
Activity Detail
August 1, 2023 to August 31, 2023
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Jersey Village

CIVIL/ADMINISTRATIVE CASES	
	Total
Cases Pending 8/1/2023:	
<i>Active Cases</i>	
<i>Inactive Cases</i>	
Docket Adjustments	
Cases Added:	
New Cases Filed	
Cases Reactivated	
All Other Cases Added	
Total Cases on Docket	
Dispositions:	
Uncontested Civil Fines or Penalties	
Default Judgments	
Agreed Judgments	
Trial/Hearing by Judge/Hearing Officer	
Trial by Jury	
Dismissed for Want of Prosecution	
All Other Dispositions	
Total Cases Disposed	
Cases Placed on Inactive Status	
Cases Pending 8/31/2023:	
<i>Active Cases</i>	
<i>Inactive Cases</i>	
Cases Appealed:	
After Trial	
Without Trial	
JUVENILE/MINOR ACTIVITY	
	Total
Transportation Code Cases Filed.....	
Non-Driving Alcoholic Beverage Code Cases Filed.....	
Driving Under the Influence of Alcohol Cases Filed.....	
Drug Paraphernalia Cases Filed.....	
Tobacco Cases Filed.....	
Truant Conduct Cases Filed.....	
Education Code (Except Failure to Attend) Cases Filed.....	
Violation of Local Daytime Curfew Ordinance Cases Filed.....	
All Other Non-Traffic Fine-Only Cases Filed.....	
Transfer to Juvenile Court:	
<i>Mandatory Transfer</i>	
<i>Discretionary Transfer</i>	
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct).....	
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges).....	0
Juvenile Statement Magistrate Warning:	
<i>Warnings Administered</i>	0
<i>Statements Certified</i>	0
Detention Hearings Held.....	0
Orders for Non-Secure Custody Issued.....	0
Parent Contributing to Nonattendance Cases Filed.....	0

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Municipal Courts
Activity Detail
August 1, 2023 to August 31, 2023
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Jersey Village

ADDITIONAL ACTIVITY		
	Number Given	Number Requests for Counsel
Magistrate Warnings:		
<i>Class C Misdemeanors</i>	0	
<i>Class A and B Misdemeanors</i>	0	
<i>Felonies</i>	0	
		Total
Arrest Warrants Issued:		
<i>Class C Misdemeanors</i>		
<i>Class A and B Misdemeanors</i>		
<i>Felonies</i>		
Capiases Pro Fine Issued		
Search Warrants Issued		
Warrants for Fire, Health and Code Inspections Filed		
Examining Trials Conducted		
Emergency Mental Health Hearings Held		
Magistrate's Orders for Emergency Protection Issued		
Magistrate's Orders for Ignition Interlock Device Issued		
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		
Driver's License Denial, Revocation or Suspension Hearings Held		
Disposition of Stolen Property Hearings Held		
Peace Bond Hearings Held		
Cases in Which Fine and Court Costs Satisfied by Community Service:		
<i>Partial Satisfaction</i>		
<i>Full Satisfaction</i>		
Cases in Which Fine and Court Costs Satisfied by Jail Credit		
Cases in Which Fine and Court Costs Waived for Indigency		
Amount of Fines and Court Costs Waived for Indigency		
Fines, Court Costs and Other Amounts Collected:		
<i>Kept by City</i>		\$ 90,516
<i>Remitted to State</i>		\$ 2,418
<i>Total</i>		\$ 92,934

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**CITY OF JERSEY VILLAGE
MUNICIPAL COURT
COURT ROOM ACTIVITIES**

<u>DATE</u>	<u>JUDGE/ PROSECUTOR</u>	<u>TOTAL CASES</u>	<u>NO</u>	<u>% TO</u>	<u>SHOWED</u>	<u>% TO</u>	<u>PAYMENT</u>	<u>% TO</u>	<u>DOCKET</u>	<u>% TO</u>
			<u>SHOWED</u>	<u>TOTAL</u>	<u>TOTAL</u>	<u>TOTAL</u>	<u>PLAN</u>	<u>TOTAL</u>	<u>CLOSED</u>	<u>TOTAL</u>
<u>August 2, 2023</u>	Judge Kisluk	61	21	34%	40	66%	12	30%	15	38%
<u>AM Docket</u>	McCorvey/Ramirez									
<u>August 2, 2023</u>	Judge Kisluk	61	18	30%	43	70%	16	37%	14	33%
<u>PM Docket</u>	McCorvey/Ramirez									
<u>August 7, 2023</u>	Judge Kisluk	64	18	28%	46	72%	8	17%	18	39%
<u>AM Docket</u>	McCorvey/Ramirez									
<u>August 7, 2023</u>	Judge Kisluk	25	5	20%	20	80%	6	30%	5	25%
<u>PM Docket</u>	McCorvey/Ramirez									
<u>August 9, 2023</u>	Judge Harris	37	0	0%	37	100%	13	35%	15	41%
<u>AM Docket</u>	McCorvey/Ramirez									
<u>August 9, 2023</u>	Judge Harris	72	6	8%	66	92%	13	20%	22	33%
<u>PM Docket</u>	McCorvey/Ramirez									
<u>TOTAL</u>		320	68	21%	252	79%	68	27%	89	35%



Location Listing

CITY OF JERSEY VILLAGE

9/5/2023

Location Listing By Location

Location Details For Dates From 08/01/2023 To 08/31/2023

Citation #	Location
Ran Stop Sign	5
E0013588	Rio Grande St and Wall St
E0010901	Senate Ave and Seattle St
E0013606	Senate Ave and Seattle St
E0010981	Shanghai St and Lakeview Dr
E0011687	15550 Block Lakeview Dr

Speeding	9
E0012556	Jersey Dr and Carlsbad St
E0013043	Philippine St and Colwyn Ln
E0013557	Rio Grande St and Cornwall St
E0013558	Rio Grande St and Cornwall St
E0013205	Rio Grande St and Saint Helier St
E0013044	Rio Grande St and Saint Helier St
E0009459	15500 Block Philippine St
E0012621	7900 Block Rio Grande St
E0011539	7900 Block Rio Grande St

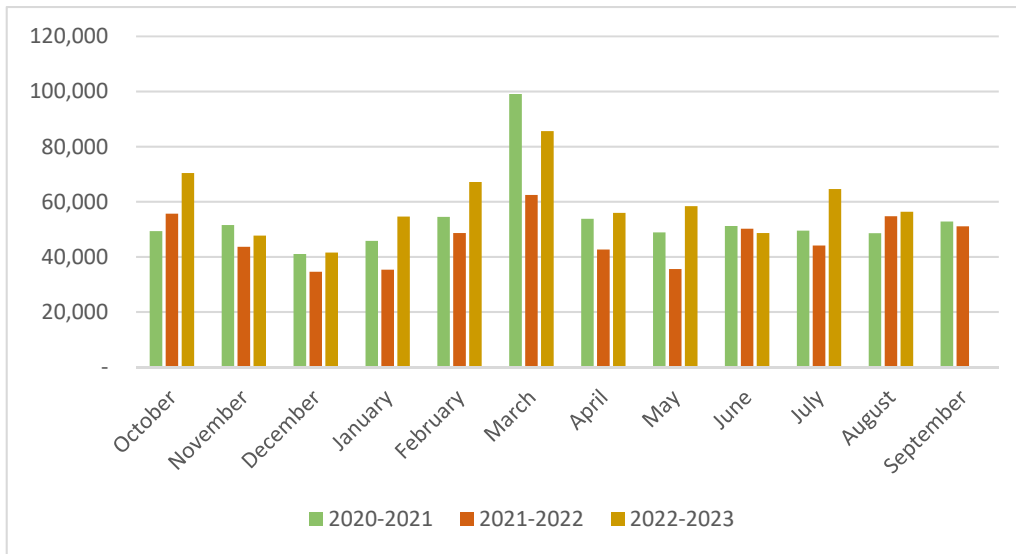
JERSEY VILLAGE MUNICIPAL COURT ACTIVITY REPORT

GENERAL PROCEEDS

FY 2020, 2021, 2022

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
October	49,309	55,655	70,423
November	51,540	43,670	47,705
December	41,041	34,579	41,546
January	45,799	35,361	54,620
February	54,502	48,662	67,147
March	99,058	62,459	85,617
April	53,785	42,666	55,981
May	48,891	35,582	58,396
June	51,190	50,183	48,653
July	49,497	44,123	64,601
August	48,597	54,708	56,347
September	52,813	51,053	
FY Total	\$ 646,022	\$ 558,701	\$ 651,035

Average Per Month \$ 53,835 \$ 46,558 \$ 59,185



CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023



Public Works Status Report - August 2023

CIP Project Progress –

- CIP project progress: Automated meter reading- no update, equipment delivery anticipated fall 2023. Philippine lift station rehab- pre-construction meeting held 8/28, bid opening will occur 9/5. Seattle WP booster pumps- no update, awaiting delivery of remaining pump. Castlebridge WWTP diffusers- contractor continued cleaning of aeration basin this month. Stormwater inspections- consulting firm began surveying Lakeview from Jersey to the dead end of Lakeview where storm system investigation is to take place; ground penetrating radar was also conducted along same.

General –

- The department’s webpage was revamped to provide vital information about Public Works. It offers easy access for the public to submit work order requests, access resources, and stay informed about the department’s routine maintenance activities.

Streets –

- Conducted street sweeping per street sweeping schedule; continued street painting and curb repainting initiative.
- Obtained quotes for decorative street signs intended for installation at key thoroughfares across the city as part of a visual enhancement beta test. Decorative set ups will consist of an updated aluminum stop sign, street name, and fluted pole/base. The configurations will be ordered prior to the close of the current fiscal year with installation to follow. In addition to the signs identified as part in the beta test, the streets team will continue to work on refreshing/replacing signs to further mold the city's beautification vision.
- Rio Grande public sidewalk trip hazard leveled and sod replaced. Trip hazard on sidewalk along Congo Lane was also leveled.
- Responded to work orders and calls for service.

Utilities –

- Staff accompanied consulting engineering firm to perform inspections documenting the current state of each water and wastewater facility and equipment in order to help shape future CIP projects .
- Utility staff monitored water usage for drought triggering criteria; staff will continue to observe daily.
- Sampling bottles ordered for lead and copper monitoring program; sampling to be completed prior to September 30th per TCEQ regulations.
- Staff conducted regular monthly reports, plant operations and responded to incoming calls for service.

Fleet –

- Fleet work orders are being outsourced under the direction of the various city departments with city-issued vehicles.

Jersey Meadow Golf Course
Monthly Report

FY 2022-2023													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3525	2396	3043	2687	3141	3686	3805	3863	4334	4511	3457		38448
Tournament Rounds	682	366	247	311	299	718	643	668	393	209	370		4906
Range buckets	2573	1634	1788	1753	2063	2351	2464	2471	2207	2024	1089		22417
Unearned Revenue	1,112.70	1,808.63	2,089.79	320.02	5,242.79	1,010.24	3,556.28	1,196.52	4,271.05	2,422.57	3,804.05		26,834.64
All Memberships	2,135.00	2,663.00	2,708.00	4,720.00	5,174.00	4,092.00	5,352.00	5,163.00	6,264.00	3,117.00	2,205.00		43,593.00
Green Fees	132,827.83	85,068.15	114,137.60	100,838.30	114,018.33	133,583.65	150,038.12	142,255.19	162,288.10	173,052.23	127,240.58		1,435,348.08
Tournament Fees	27,603.64	18,633.12	8,610.20	11,713.18	8,728.88	29,476.65	24,806.13	27,846.52	15,530.92	7,226.92	10,638.80		190,814.96
Range Fees	21,149.70	12,968.55	16,290.93	15,615.13	19,292.54	21,296.22	22,857.86	22,393.52	20,051.46	20,323.75	8,824.11		201,063.77
Club Rental	1,155.00	560.00	840.00	700.00	525.00	1,175.00	945.00	1,510.00	665.00	1,275.00	1,070.00		10,420.00
Sales of Merchandise	21,801.26	14,114.20	23,038.21	14,016.70	18,125.68	24,085.27	25,060.51	24,741.47	33,039.05	26,249.43	24,629.40		248,901.18
Concession Fees	7,376.22	4,725.66	4,660.36	4,660.10	4,674.17	7,290.75	7,154.99	6,990.82	7,614.92	6,925.69	4,333.40		66,407.08
Miscellaneous Fees	1,185.00	510.00	1,330.00	4,908.00	2,010.00	5,690.00	1,290.00	1,230.00	2,095.00	3,114.00	1,412.50		24,774.50
Total Income	216,346.35	141,051.31	173,705.09	157,491.43	177,791.39	227,699.78	241,060.89	233,327.04	251,819.50	243,706.59	184,157.84	-	2,248,157.21
Weather Totals	2W/2CM	4RO/6WD/1CM/1H	3RO/5WD/1CM/1H	8RO/7WD/	2RO/12WD/1CM	1WD/1CM	2RO/2WD/2CM	3RO/2WD/2CM	2CM	2CM	2CM		22RO/37W/16CM/2H
Income Per Round	\$50.65	\$49.45	\$51.34	\$50.85	\$48.66	\$50.54	\$52.19	\$50.09	\$51.04	\$50.46	\$46.55	\$0.00	\$50.23
FY 2021-2022													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2397	2623	3906	2991	2480	3650	4267	4246	4035	4380	3415	3471	41861
Tournament Rounds	372	478	179	385	360	528	803	437	397	264	320	447	4970
Range buckets	1585	1715	1766	1750	1590	2184	2801	1915	2014	1976	1721	2070	23087
Unearned Revenue	(556.33)	514.85	-5949.83	1,720.67	1612.93	-274.22	-575.20	58.13	538.58	-4,859.49	344.70	356.80	-7068.41
All Memberships	2,549.04	1,542.74	5,865.67	3,997.46	3,767.58	3,141.31	3,663.03	1,891.30	7,780.17	2,813.16	4,790.16	6,829.74	48,631.36
Green Fees	65,544.86	78,370.08	124,320.31	100,457.95	81,773.18	126,316.61	153,285.75	153,551.91	145,932.85	171,330.00	124,186.22	126,516.95	1,451,586.67
Tournament Fees	10,948.44	13,288.54	4,891.74	12,613.60	12,335.54	18,762.63	35,021.54	14,233.05	13,847.52	8,068.96	10,794.64	16,131.63	170,937.83
Range Fees	14,489.57	14,786.57	16,660.55	13,857.89	14,225.30	19,619.82	22,168.32	16,538.79	16,676.60	17,234.86	13,717.04	17,789.95	197,765.26
Club Rental	570.00	550.00	750.00	470.00	575.00	1,065.00	1,245.00	1,405.00	765.00	1,180.00	700.00	805.00	10,080.00
Sales of Merchandise	17,121.81	19,125.27	28,937.12	16,692.98	12,081.97	24,827.62	22,286.23	34,034.97	30,282.60	29,456.16	24,641.63	24,047.00	283,535.36
Concession Fees	4,234.29	4,478.32	4,472.80	3,616.67	3,428.00	5,717.07	7,183.73	6,065.59	6,009.66	6,473.69	5,195.28	6,061.12	62,936.22
Miscellaneous Fees	745.00	572.50	1,227.50	4,620.00	2,122.50	3,080.00	1,090.00	797.50	945.00	1,382.50	1,135.00	1,085.00	18,802.50
Total Income	115,646.68	133,228.87	181,175.86	158,047.22	131,922.00	202,255.84	245,368.40	228,576.24	222,777.98	233,079.84	185,504.67	199,623.19	2,237,206.79
Weather Totals	3RO/5W	3RO/3W/1H	1RO/4WD/1H	4RO/5WD	3RO/9W	2RO/3WD/1CM	3WD/1CM	2WD/3CM	2CM	2CM	6W/2CM	2W/2CM	16RO/48WD/2H/15CM
Income Per Round	\$41.05	\$42.30	\$44.37	\$45.12	\$44.56	\$47.72	\$47.79	\$48.39	\$48.39	\$50.63	\$48.29	\$49.12	\$46.88
FY 2020-2021													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	4199	3833	3206	3215	2280	3783	4087	2324	3072	2821	2836	2533	38189
Tournament Rounds	432	411	259	331	305	440	529	124	203	191	291	190	3706
Range buckets	2502	2139	1223	1788	1486	2241	2466	1307	1502	1498	1382	1258	20792
Unearned Revenue	(1,828.70)	-1677.03	-4123.64	2,577.07	2064.97	-958.42	206.90	-92.10	575.09	-127.91	-155.38	-27.46	-3566.61
Star Memberships	2,377.46	2,736.33	5,954.76	7,521.62	1,915.74	4,635.35	3,159.33	1,995.45	4,803.60	3,233.89	3,180.76	6,454.90	47,969.19
Green Fees	141,058.90	124,752.60	109,221.89	105,315.36	71,692.37	119,546.11	121,128.32	62,875.00	80,447.99	80,645.70	81,404.77	71,499.41	1,169,588.42

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Jersey Meadow Golf Course
Monthly Report

Tournament Fees	13,045.47	13,682.26	8,298.51	10,179.60	9,200.71	14,142.00	18,269.46	2,903.42	4,212.42	4,527.46	8,223.60	4,834.56	111,519.47
Range Fees	17,672.31	16,345.86	11,579.13	15,033.71	11,146.53	19,095.87	20,049.84	13,537.90	12,704.06	14,081.06	11,890.88	12,542.44	175,679.59
Club Rental	390.00	400.00	200.00	225.00	275.00	648.00	680.00	468.75	500.00	495.00	605.00	450.00	5,336.75
Sales of Merchandise	17,709.62	19,202.56	24,247.44	13,485.64	14,168.19	24,726.37	26,656.07	13,570.96	18,020.66	18,184.21	18,934.56	14,113.44	223,019.72
Concession Fees	6,097.49	4,843.35	3,944.58	3,819.87	2,830.15	5,123.29	5,450.52	3,378.74	4,157.36	3,740.46	3,714.91	3,334.53	50,435.25
Miscellaneous Fees	2,450.00	2,530.00	3,888.25	4,914.50	2,224.50	3,717.50	1,762.50	407.50	937.50	785.70	960.51	515.00	25,093.46
Total Income	198,972.55	182,815.93	163,210.92	163,072.37	115,518.16	190,676.07	197,362.94	99,045.62	126,358.68	125,565.57	128,759.61	113,716.82	1,805,075.24
Weather Totals	1RO/1CM	2RO/2W/1H	4RO/4W/1H	4RO/9W	7RO/7W	5W/1CM	1RO/4W/1CM	5RO/9W/5CM	3RO/5W	1RO/13W/	5WD	3RO/7W/	31RO/70W/8CM/2H
Income Per Round	\$42.85	\$42.83	\$46.57	\$43.14	\$43.15	\$44.28	\$42.03	\$39.68	\$36.94	\$40.66	\$40.21	\$39.40	\$42.03
FY 2019-2020													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2822	2566	3505	2388	2490	2854	119	4916	4325	4935	4516	4202	39638
Tournament Rounds	447	418	203	289	384	159	0	148	354	252	314	330	3298
Range buckets	1508	1433	1478	1209	1581	1335	0	2205	1892	2053	2105	2245	19044
Unearned Revenue	400.91	-317.89	-2154.02	888.22	2151.38	-869.36		-1196.43	(2,268.55)	-886.59	-1067.16	-2251.51	-7571.00
Star Memberships	5,042.78	2,178.46	4,127.77	4,402.75	3,400.19	8,901.18		7,176.37	6,040.07	4,346.20	3,191.19	5,543.08	54,350.04
Green Fees	80,370.21	78,523.77	110,211.22	60,955.71	72,572.18	82,188.50	2,954.35	163,982.17	138,989.99	157,398.71	147,675.64	137,051.64	1,232,874.09
Tournament Fees	13,053.96	12,342.40	5,437.16	8,154.89	10,871.77	4,486.89		3,982.41	10,281.47	7,587.12	8,601.62	10,372.60	95,172.29
Range Fees	10,699.65	8,606.44	13,836.14	7,972.55	10,145.66	10,230.65		15,918.29	13,079.70	15,253.98	15,050.54	17,622.61	138,416.21
Club Rental	300.00	320.00	360.00	320.00	575.00	545.00			505.00	350.00	525.00	400.00	4,200.00
Sales of Merchandise	16,110.06	14,074.31	18,896.41	11,981.09	13,269.78	11,835.19	224.37	21,452.21	22,601.63	23,408.83	20,116.55	24,693.77	198,664.20
Concession Fees	3,716.48	3,343.51	3,615.00	3,134.23	3,516.51	3,098.47	94.01	5299.63	4,980.36	5,047.86	5,384.34	5,803.02	47,033.42
Miscellaneous Fees	424.00	1,253.00	675.00	4,824.00	2,533.00	2,230.00	60.00	900.00	940.00	2,467.50	3,445.00	2,735.00	22,486.50
Total Income	130,118.05	120,324.00	155,004.68	102,633.44	119,035.47	122,646.52	3,332.73	217,514.65	195,149.67	214,973.61	202,922.72	201,970.21	1,785,625.75
Weather Totals	4W/2RO/1CM	1W/5RO/1CM/1H	1W/1RO/1H	13W/5RO/0CM	5W/6RO/1CM	5W/1CM/7CVD-19	27 CVD-19	1W/2RO/1CM	1W/3RO/1M	4W/1RO/1M	3W/2RO/1M	1W/3RO/1H	39W/29RO/8CM/4H/34CV
Income Per Round	\$38.14	\$39.70	\$41.27	\$36.36	\$39.49	\$38.04	\$28.01	\$41.77	\$40.90	\$40.78	\$41.57	\$43.84	\$40.50

Jersey Meadow Golf Course
Monthly Report

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Fy 2018-2019													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2389	2319	2117	1993	1873	3241	4169	3196	3346	4392	3809	2770	35614
Tournament Rounds	582	393	299	257	297	367	526	636	682	304	304	331	4978
Range buckets	1265	955	970	1031	1046	1284	1368	1181	1591	1606	1544	1351	15192
Unearned Revenue	-1472.95	-1668.62	-3443.07	1,430.45	60.48	-134.21	504.86	-1359.80	(2,370.72)	-229.23	-201.60	-865.64	(9,750.05)
Star Memberships	2,094.31	1,601.02	3,748.62	2,358.88	1,996.45	6,057.91	5,552.78	3475.34	2,823.76	4,319.36	4588.93	4294.91	42,912.27
Green Fees	65,328.60	52,816.14	68,371.79	42,809.31	44,185.56	85,369.39	103,277.89	88751.10	96,727.91	121,034.15	104445.40	77863.67	950,980.91
Tournament Fees	17,318.04	11,240.60	7,232.24	6,767.13	7,847.31	11,481.95	16,021.51	17097.50	21,215.16	8,816.48	9044.27	10591.82	144,674.01
Range Fees	6,576.03	4,475.29	9,669.19	5,207.18	6,205.01	7,889.27	7,087.90	5831.73	7,207.86	9,019.33	8733.55	7613.81	85,516.15
Club Rental	624.66	325.00	200.00	300.00	240.00	220.00	500.00	480.00	660.00	440.00	260.00	280.00	4,529.66
Sales of Merchandise	15,603.17	12,923.62	11,727.68	7,095.43	14,064.14	14,104.40	20,214.49	19090.89	21,910.22	18,239.02	22489.56	16744.87	194,207.49
Concession Fees	4,576.77	3,087.86	2,869.59	2,652.55	2,637.97	4,628.91	4,886.33	4433.14	4,587.18	4,734.94	4221.99	3379.30	46,696.53
Miscellaneous Fees	1,236.00	258.00	723.00	2,475.00	1,538.94	3,071.00	1,389.00	670.00	1,019.00	570.00	605.00	590.00	14,144.94
Total Income	\$111,884.63	85,058.91	101,099.04	71,095.93	78,775.86	132,688.62	159,434.76	138,469.90	153,780.37	166,944.05	154,187.10	120,492.74	\$1,473,911.91
Weather Totals	7W / 3RO	11W/4RO/1H	11W/2RO/1H	15W/3RO	10W/3RO	5W	7W	6W/1RO/1CM	6W/2RO	2W/1CM	4W	5W/3RO/1CM	89W/21RO3CM/2H
Income Per Round	\$37.45	\$31.39	\$41.72	\$29.91	\$35.35	\$35.13	\$32.67	\$35.58	\$38.07	\$34.68	\$36.42	\$37.75	\$35.49
FY 2017 - 2018													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,102	3,070	2,024	1,729	1,589	3470	3759	3530	3086	3,189	3,797	2,067	34,412
Tournament Rounds	555	369	275	317	262	374	449	585	491	307	319	228	4,531
Range buckets	1,391	1,398	770	895	787	1696	1884	1508	1322	1,280	1,359	852	15,142
Unearned Revenue			-24.63	967.27	-639.7	-367.01	-218.17	-1096.72	-349.85	-1530.91	-278.61	-431.73	-3970.06
Star Memberships	1,083.00	1,075.00	1,177.43	886.16	1,747.32	3,162.05	4,582.19	2,639.33	3,504.48	3,017.77	3,433.05	1038.59	27,346
Green Fees	76,440.71	83,616.18	56,482.97	41,148.61	34,012.15	92,628.33	105,731.34	97,318.89	89,853.79	88,257.01	94,600.16	54,390.33	914,480
Tournament Fees	15,749.55	10,763.90	8,833.94	9,282.22	6,489.84	10,364.94	13,093.08	16,466.79	15,368.94	9,305.25	9,077.39	7,464.76	132,261
Range Fees	6,820.25	7,163.03	5,664.41	4,636.80	4,335.16	10,101.88	9,859.66	9,101.61	7,509.12	7,112.74	7,161.08	4,782.61	84,248
Club Rental	150.00	555.00	430.00	230.00	60.00	420.00	524.66	280.00	460.00	475.52	380.00	200.00	4,165
Sales of Merchandise	16,065.54	15,566.43	10,147.15	8,019.54	10,197.37	17,132.64	16,095.62	18,707.26	14,255.38	15,682.44	14,648.24	9,488.43	166,006
Concession Fees	4,070.46	4,003.81	2,587.61	2,170.15	1,979.37	4,541.22	4,790.23	5,333.66	4,121.71	3,529.24	4,120.95	2,579.58	43,828
Miscellaneous Fees	653.99	210.00	795.00	2,745.00	1,710.00	1,665.00	1,035.00	690.00	490.00	480.00	525.00	190.00	11,189
Total Income	\$121,033.50	\$122,953.35	\$86,093.88	\$70,085.75	\$59,891.51	\$139,649.05	\$155,493.61	\$149,440.82	\$135,213.57	\$126,329.06	\$133,667.26	\$79,702.57	\$1,383,523.99
Weather Totals	5W / 1RO	0	6W/4RO/1H	7W/5RO&ICE	5W / 6RO	IW/IRO/2CM	1 CM	4 W	3W / 3 RO	7W / 1 RO	4W / 1RO	16W / 6 RO	58W/28RO/3CM/1H
Income Per Round	\$32.80	\$35.44	\$36.95	\$33.35	\$31.76	\$35.60	\$35.91	\$35.94	\$36.92	\$35.71	\$31.71	\$34.46	\$34.82

Jersey Meadow Golf Course
Monthly Report

FY 2016 - 2017														
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals	
Rounds played	2,521	2,355	1,972	1,584	2,223	2,331	3,281	3,253	2,881	2,835	2,057	3,166	30,459	
Tournament Rounds	771	472	325	341	336	549	473	812	517	596	310	517	6,019	
Range buckets	1,783	1,256	968	632	991	1279	1412	1263	1155	1,295	956	1,286	14,276	
Star Memberships	2,235.00	1,570.00	25.00	1,029.00	1,510.00	1,024.00	2,221.00	1,144.00	1,219.00	800.00	620.00	555.00	13,952	
Green Fees	71,022.49	65,681.11	50,027.42	38,520.25	61,122.97	55,752.79	88,247.62	87,096.00	74,742.39	73,059.53	53,137.49	79,790.70	798,201	
Tournament Fees	23,727.00	15,666.88	9,089.41	9,620.52	9,547.76	15,065.14	15,118.67	25,088.25	15,155.20	19,660.62	8,650.70	16,188.44	182,579	
Range Fees	8,258.92	6,360.11	4,774.40	4,514.09	6,347.68	6,640.74	7,981.02	7,154.62	6,139.70	6,290.14	5,154.24	7,231.26	76,847	
Club Rental	340.00	260.00	100.00	125.00	275.00	150.00	475.00	450.00	470.00	425.00	375.00	213.86	3,659	
Sales of Merchandise	8,480.22	10,003.82	11,483.44	6,450.19	12,081.93	12,342.40	12,562.48	12,120.38	14,895.60	13,280.56	7,315.30	11,177.14	132,193	
Concession Fees	3,607.96	2,907.70	2,282.52	1,852.88	2,529.79	3,058.07	4,267.45	4,599.10	3,209.21	5,744.57	2,244.09	3,790.50	40,094	
Miscellaneous Fees	60.00	722.47	219.00	5,601.50	1,621.00	1,773.00	1,123.32	540.00	345.00	300.00	390.00	225.00	12,920	
Total Income	\$117,731.59	\$103,172.09	\$78,001.19	\$67,713.43	\$95,036.13	\$95,806.14	\$131,996.56	\$138,192.35	\$116,176.10	\$119,560.42	\$77,886.82	\$119,171.90	\$1,260,444.72	
Weather Totals	2 W	5 W/1CM/1H	4 W/2RO/1H	3 W/7RO	6W/1CM/1RO	3W/5RO/1CM	2W/1CM/3RO	3W/1CM	4W/1CM/2RO	4W/1RO/2CM	6W / 5RO	4W/2RO	46W/28RO/8CM/2H	
							10 TT				Harvey		10 TT	
Income Per Round	\$35.08	\$35.94	\$33.95	\$34.64	\$36.55	\$32.91	\$34.57	\$33.71	\$33.83	\$34.61	\$32.64	\$32.21	\$34.17	
FY 2015 - 2016														
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals	
Rounds played	2,839	2,010	1,964	2,015	2,397	2,561	2,433	2,911	2,591	3,012	1,874	2,215	28,822	
Tournament Rounds	89	73	33		154	57	428	571	672	428	430	458	3,393	
Range buckets	1,045	528	626	857	1195	1224	1152	1354	1444	1,484	922	1,132	12,963	
Star Memberships	2,320.00	1,840.00	2,160.00	2,720.00	3,200.00	2,880.00	3,120.00	3,195.00	4,105.00	4,720.00	1,680.00	2,765.00	34,705	
Green Fees	81,461.98	58,415.91	56,870.74	61,260.67	71,371.18	78,811.81	77,316.60	88,465.87	74,355.72	88,449.72	49,618.51	60,651.53	847,050	
Tournament Fees	3,507.47	3,480.00	1,600.50		5,307.31	2,457.42	13,699.36	17,393.71	19,728.37	13,160.39	12,453.56	13,837.02	106,625	
Range Fees	6,099.17	3,205.02	3,985.47	4,891.36	7,045.93	6,953.50	7,080.21	6,496.23	6,269.88	7,647.03	4,584.13	6,253.36	70,511	
Sales of Merchandise	5,520.79	4,143.21	4,484.56	3,588.10	4,733.45	7,385.19	7,318.89	7,988.63	10,044.66	11,428.74	8,048.85	7,391.68	82,077	
Concession Fees	3,615.16	2,390.07	2,115.33	2,117.89	2,454.64	2,951.94	3,371.51	4,035.94	3,650.00	3,548.87	2,127.83	2,529.94	34,909	
Miscellaneous Income	3,946.41	1,958.57	2,801.66	1,458.15	3,350.88	2,642.18	797.99	75.00	625.00	4,181.00	165.00	45.00	22,047	
Total Income	\$106,470.98	\$75,432.78	\$74,018.26	\$76,036.17	\$97,463.39	\$104,082.04	\$112,704.56	\$127,650.38	\$118,778.63	\$133,135.75	\$78,677.88	\$93,473.53	\$1,197,924.35	
Weather Totals	5 rain	7 rain/1 closed	8 rain/1 closed	6 rain	3 rain	5 rain	6 rain/2 closed	1 A/1 RO/5 rain	1 RO/ 6 rain	2 rain	2 RO / 12 rain	5 rain	74 R / 1 A / 4 closed	
Income Per Round	\$35.57	\$35.33	\$35.98	\$36.39	\$36.95	\$38.66	\$38.30	\$35.74	\$35.14	\$37.33	\$33.42	\$33.94	\$36.11	
FY 2014 - 2015														
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals	
Rounds played	3,309	2,227	1,938	1,741	1,857	2,353	2,787	2,175	2,559	3,101	2,683	2,788	29,518	
Tournament Rounds	282	72	9	82	88	122	86	427	282	24	150	40	1,664	
Range buckets	1,205	641	514	662	828	747	1054	570	828	1,119	1,022	1,038	10,228	
Star Memberships	2,800.00	1,440.00	2,480.00	3,200.00	3,280.00	3,760.00	4,560.00	4,160.00	5,040.00	5,280.00	3,040.00	3,630.00	42,670	
Green Fees	93,432.44	65,090.39	52,482.91	50,493.14	55,649.84	67,830.42	82,135.12	69,453.93	73,951.39	89,770.24	79,091.67	82,386.10	861,768	
Tournament Fees	11,123.00	2,937.00	387.00	3,529.00	3,129.71	4,620.00	4,300.00	13,300.96	8,646.00	1,212.00	5,491.00	2,000.00	60,676	
Range Fees	7,330.62	3,963.32	3,113.21	3,748.13	5,169.54	4,715.30	6,622.06	3,757.32	5,067.31	6,489.92	5,983.85	6,385.83	62,346	
Sales of Merchandise	7,737.66	6,531.42	5,201.81	3,940.79	3,821.79	5,315.21	6,723.45	6,429.09	7,312.73	6,651.59	6,020.07	8,047.46	73,733	
Concession Fees	5,320.35	2,303.14	1,699.47	1,673.08	2,006.87	2,573.29	3,161.08	3,508.66	2,945.26	3,050.58	2,780.99	2,863.49	33,886	

Jersey Meadow Golf Course
Monthly Report

Miscellaneous Income	6,978.24	1,694.18	3,203.26	2,857.26	3,025.80	2,979.57	3,634.69	3,312.38	5,031.37	9,249.57	3,373.41	6,628.33	51,968
Total Income	\$134,722.31	\$83,959.45	\$68,567.66	\$69,441.40	\$76,083.55	\$91,793.79	\$111,136.40	\$103,922.34	\$107,994.06	\$121,703.90	\$105,780.99	\$111,941.21	\$1,187,047.06
Weather Totals	3 rain	8 rain/1 closed	8 rain/1 closed	15 weather days	8 weather days	9 rain	8 rain	14 rain	7 rain	1 rain	4 rain	8 rain	93/2
Income Per Round	\$36.74	\$35.89	\$33.94	\$36.34	\$37.43	\$35.57	\$37.10	\$38.34	\$36.24	\$37.26	\$36.27	\$38.30	\$36.70

Jersey Meadow Golf Course
Monthly Report

FY 2013 - 2014													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2,915	2,352	2,125	2,234	2,158	2,914	3,457	3,175	3,344	3,457	3,350	2,749	34,230
Tournament Rounds	178	75	0	30	30	95	246	363	203	13	17	44	1,294
Range buckets	1,088	698	720	912	900	842	1,506	1,307	1,212	1,018	1,024	901	12,128
Star Memberships	3,120.00	4,390.00	3,330.00	6,640.00	3,840.00	5,120.00	4,240.00	4,710.00	7,310.00	3,440.00	3,440.00	3,280.00	52,860
Green Fees	78,645.99	63,957.07	54,503.69	59,507.83	61,185.05	83,182.58	100,859.16	89,579.55	95,691.73	97,238.07	97,159.65	76,287.19	957,798
Tournament Fees	6,989.00	2,680.43	0.00	1,316.00	1,209.00	2,534.96	9,242.34	12,779.32	7,574.00	585.00	765.00	1,778.00	47,453
Range Fees	6,647.62	4,336.49	4,162.33	5,026.01	5,483.68	5,532.44	9,420.71	8,235.84	7,269.11	6,702.15	6,660.53	5,748.74	75,226
Sales of Merchandise	6,732.73	4,941.18	4,868.91	3,557.24	4,717.04	7,505.23	9,270.66	8,478.68	7,672.13	7,363.93	7,248.10	5,954.23	78,310
Concession Fees	4,015.08	2,590.27	1,934.64	2,341.60	2,520.77	3,237.75	4,575.36	4,251.76	4,177.83	3,535.74	3,767.37	3,083.69	40,032
Miscellaneous Income	6,106.08	3,660.45	5,745.04	3,590.43	3,913.54	6,608.67	8,326.80	7,177.72	7,189.39	10,967.77	8,019.90	6,743.05	78,049
Total Income	\$112,256.50	\$86,555.89	\$74,544.61	\$81,979.11	\$82,869.08	\$113,721.63	\$145,935.03	\$135,212.87	\$136,884.19	\$129,832.66	\$127,060.55	\$102,874.90	\$1,329,727.02
Weather Totals	6 rain	8 rain/1 closed	10 rain/1 closed	9 rain & freeze	12 weather days	8 rain/ice	2 rain	6 rain	6 rain	4 Rain	3 rain	7 rain	81/2
Income Per Round	\$35.28	\$33.85	\$33.51	\$33.28	\$36.12	\$36.09	\$38.26	\$36.89	\$36.53	\$36.42	\$36.72	\$35.66	\$35.94
FY 2012 - 2013													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,018	2,701	2,244	1,888	2,550	3,207	2,986	3,685	3,335	3,481	3,654	2,915	35,664
Tournament Rounds	252	138	0	156	92	179	440	90	350	0	82	40	1,819
Range buckets	1,225	1,124	943	806	1,180	1,569	1,345	1,471	1,206	1,262	1,355	1,008	14,494
Star Memberships	4,350.00	4,050.00	4,230.00	4,880.00	3,660.00	6,850.00	4,510.00	5,280.00	6,030.00	4,150.00	4,640.00	3,455.00	56,085
Green Fees	86,691.45	77,195.74	66,045.80	50,321.20	74,964.54	94,102.73	89,278.09	100,813.49	94,131.86	98,224.36	100,669.60	78,876.70	1,011,316
Tournament Fees	8,655.62	5,338.38	0.00	4,745.00	2,760.00	2,766.50	15,348.30	3,910.50	12,267.00	0.00	3,755.00	1,350.00	60,896
Range Fees	5,976.93	5,252.15	4,365.00	4,511.84	6,538.66	8,935.26	7,721.35	8,554.73	7,279.42	6,721.38	7,694.45	5,895.41	79,447
Sales of Merchandise	8,211.11	6,279.45	5,291.47	5,096.26	7,156.90	6,303.31	7,527.24	9,687.40	8,406.51	7,139.90	8,140.62	6,834.45	86,075
Concession Fees	4,346.28	3,229.36	2,428.81	2,219.61	2,973.60	3,707.31	4,715.23	4,243.94	4,231.43	3,478.68	3,953.92	3,033.14	42,561
Miscellaneous Income	8,632.04	7,495.90	5,620.06	5,243.28	4,711.82	7,607.33	7,745.64	10,292.53	8,570.49	10,133.72	10,472.34	6,591.64	93,117
Total Income	\$126,863.43	\$108,840.98	\$87,981.14	\$77,017.19	\$102,765.52	\$130,272.44	\$136,845.85	\$142,782.59	\$140,916.71	\$129,848.04	\$139,325.93	\$106,036.34	\$1,429,496.16
Weather Totals	1 rain	2 rain/1 closed	6 rain/1 closed	11 rain	6 rain	1 rain	5 rain	3 rain/2 maint.	1 rain	8 rain	3 rain	4 rain	51/4
Income Per Round	\$37.47	\$36.91	\$37.32	\$35.29	\$37.51	\$36.45	\$38.63	\$36.42	\$36.60	\$36.11	\$36.05	\$34.71	\$36.64
FY 2011 - 2012													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,197	2,584	2,384	2,523	1,930	3,094	3,742	3,759	3,335	3,037	3,316	3,149	36,050
Tournament Rounds	252	220	0	71	119	58	456	311	301	115	21	109	2,033
Range buckets	1,348	1,116	979	1,137	689	1,472	1,821	1,605	1,467	927	1,191	1,227	14,979
Star Memberships	3,450.00	2,850.00	3,420.00	4,720.00	3,215.00	5,015.00	6,740.00	5,690.00	4,950.00	3,890.00	4,847.00	3,675.00	52,462
Green Fees	86,961.06	75,789.86	66,383.52	70,031.71	49,635.21	86,204.47	109,812.57	101,462.44	96,117.30	84,902.59	89,724.88	87,838.57	1,004,864
Tournament Fees	6,976.00	8,911.01	0.00	2,125.00	3,870.00	2,446.00	16,031.00	12,603.07	10,326.00	4,672.24	882.00	3,847.00	72,689
Range Fees	6,802.86	5,318.24	4,844.98	5,507.43	3,280.61	7,335.68	9,617.08	7,870.86	7,048.26	5,095.15	5,629.80	6,001.17	74,352
Sales of Merchandise	7,610.47	6,144.44	8,357.47	5,799.85	5,647.97	8,602.16	13,579.42	15,595.32	11,351.62	9,054.05	8,974.84	7,509.52	108,227

Jersey Meadow Golf Course
Monthly Report

Concession Fees	3,829.49	2,640.15	2,549.98	2,739.64	1,954.47	3,838.73	5,659.13	5,245.18	4,728.65	3,673.72	3,812.72	4,014.84	44,687
Miscellaneous Income	7,053.00	6,609.23	8,529.79	7,177.18	8,492.85	9,448.03	10,858.82	11,964.72	14,350.84	8,464.58	10,883.66	10,891.51	114,724
Total Income	\$122,682.88	\$108,262.93	\$94,085.74	\$98,100.81	\$76,096.11	\$122,890.07	\$172,298.02	\$160,431.59	\$148,872.67	\$119,752.33	\$124,754.90	\$123,777.61	\$1,472,005.66
Weather Totals	1 rain	4 rain/1 closed	7 rain/1 closed	6 rain	8 rain	8 rain	3 rain	2 rain/2 maint.	4 rain	10 rain	3 rain	6 rain	62/4
Income Per Round	\$34.57	\$37.59	\$38.03	\$36.00	\$35.57	\$37.40	\$39.44	\$38.02	\$39.58	\$36.76	\$35.93	\$36.86	\$37.27

Jersey Meadow Golf Course
Monthly Report

FY 2010 - 2011													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,643	2,534.00	2,366.00	2,179.00	2,297.00	3,312.00	3,522.00	3,690.00	3,179.00	3,526	3,029	3,338	36,615
Tournament Rounds	294	68	20	22	77	176	468	193	273	0	30	63	1,684
Range buckets	1,510	1,058	916	888	1274	1876	2048	1770	1257	1,472	1,083	1,135	16,287
Star Memberships	3075.00	2952.50	3835.00	2320.00	3520.00	3860.00	6380.00	6930.00	5710.00	4695.00	4460.00	3375.00	51,113
Green Fees	101,562.24	67,761.92	64,035.46	61,557.60	65,186.16	91,510.28	102,436.44	105,157.54	88,722.13	100,567.92	79,639.48	92,029.90	1,020,167
Tournament Fees	9,094.00	2,664.00	600.00	880.00	2,545.00	6,039.00	17,102.50	7,620.00	9,933.00	0.00	1,330.50	3,087.00	60,895
Range Fees	7,443.85	5,011.14	4,410.23	4,189.24	5,695.23	8,978.85	10,252.89	8,390.40	6,227.00	6,703.44	5,361.79	5,459.55	78,124
Sales of Merchandise	6,734.53	4,917.85	6,226.12	4,002.56	4,432.63	7,361.35	9,508.45	9,991.97	8,419.59	7,303.99	6,060.27	6,186.80	81,146
Concession Fees	3,581.73	1,901.35	1,982.47	1,769.18	1,796.90	3,822.67	4,904.61	4,531.72	3,851.24	3,425.06	2,734.75	3,382.25	37,684
Miscellaneous Income	7,687.65	5,445.04	6,054.75	3,064.49	3,199.22	6,996.28	8,449.28	10,103.68	13,433.44	8,449.96	7,207.17	8,411.14	88,502
Total Income	\$139,179.00	\$90,653.80	\$87,144.03	\$77,783.07	\$86,375.14	\$128,568.43	\$159,034.17	\$152,725.31	\$136,296.40	\$131,145.37	\$106,793.96	\$121,931.64	\$1,417,630.32
Weather Totals	0 rain	5 rain/1 closed	6 rain/2 closed	16 rain	7 rain/freeze	3 rain/close	0 rain	1 rain	1 rain	5 rain	0 rain	4 rain	48/3
Income Per Round	\$34.57	\$33.71	\$34.92	\$34.29	\$34.90	\$35.75	\$38.26	\$37.55	\$37.83	\$35.86	\$33.45	\$34.86	\$35.68
FY 2009 - 2010													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2,787	2,676	1,560	1,793	1,627	2,733	3,109	3,650	3,115	2,694	3,108	2,819	31,671
Tournament Rounds	176	56	18	50	39	210	630	318	191	106	224	140	2,158
Range buckets	774	1,042	403	577	732	1294	1704	1732	1117	743	1,176	1,028	12,322
Star Memberships	2700.00	2850.00	2325.00	2960.00	3035.00	4750.00	5025.00	5805.00	5885.00	3555.00	4535.00	2805.00	46,230
Green Fees	78,163.14	72,799.20	43,991.37	47,155.91	42,930.20	71,732.46	84,216.76	101,977.53	83,465.56	76,115.18	82,571.47	76,588.52	861,707
Tournament Fees	6,126.00	2,824.80	444.78	2,135.00	1,642.00	6,486.04	21,182.46	11,408.00	6,786.00	2,475.00	5,375.00	4,874.24	71,759
Range Fees	4,345.85	5,197.37	1,815.11	2,687.57	3,608.29	6,477.58	8,578.17	9,026.51	5,391.05	3,714.83	6,032.45	5,152.87	62,028
Sales of Merchandise	4,941.78	5,032.06	5,025.00	5,026.29	3,846.26	7,538.45	10,722.17	10,200.46	7,924.24	7,138.28	8,416.68	6,215.64	82,027
Concession Fees	2,803.45	2,170.75	1,164.27	1,396.99	1,314.78	2,360.74	3,573.23	3,373.94	2,942.60	2,415.79	2,542.38	2,559.23	28,618
Miscellaneous Income	4,127.54	5,618.95	4,115.81	4,023.44	3,989.91	7,178.92	8,167.90	10,002.32	14,955.42	7,893.33	9,647.04	7,796.88	87,517
Total Income	\$103,207.76	\$96,493.13	\$58,881.34	\$65,385.20	\$60,366.44	\$106,524.19	\$141,465.69	\$151,793.76	\$127,349.87	\$103,307.41	\$119,120.02	\$105,992.38	\$1,239,887.19
Weather Totals	12 rain	4 rain/1 closed	16rain/1 closed	12 rain&freeze	9 rain	5 rain	5 rain	3 rain	6 rain	14 rain	3 rain	7 rain	96/2
Income Per Round	\$33.92	\$34.28	\$35.84	\$33.87	\$34.41	\$34.58	\$36.49	\$36.79	\$36.74	\$35.63	\$34.39	\$34.87	\$35.29
FY 2008 - 2009													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,073	2,824	2,263	2,903	2,765	3,064	3,454	4,292	3,705	3,492	3,553	2,971	38,359
Tournament Rounds	436	217	40	59	166	172	253	621	222	90	182	274	2,732
Range buckets	1,473	1,336	896	1501	1283	1482	1808	2449	1747	1,442	1,568	1,234	18,219
Star Memberships	3,675.00	2,175.00	2,850.00	3,300.00	3,375.00	2,625.00	4,725.00	5,600.00	4,875.00	4,275.00	3,900.00	3,375.00	44,750
Green Fees	85,378.23	81,782.92	63,107.88	85,114.72	75,556.66	83,037.88	98,381.09	118,199.30	101,442.89	92,519.10	97,926.16	79,959.42	1,062,406
Tournament Fees	16,915.15	8,620.00	1,734.00	1,618.25	5,782.56	5,966.00	7,105.22	24,132.78	9,199.52	3,574.37	3,384.00	11,096.02	99,128
Range Fees	7,543.82	6,492.82	4,726.70	7,260.72	6,467.39	7,234.18	9,423.98	12,183.42	8,925.09	7,124.29	8,068.39	6,298.10	91,749
Sales of Merchandise	7,680.45	5,845.06	5,749.02	6,175.08	7,378.24	7,647.01	8,649.23	9,469.04	9,003.92	7,768.97	8,691.51	6,723.18	90,781

Jersey Meadow Golf Course
Monthly Report

Concession Fees	3,646.01	2,257.19	1,771.73	2,303.93	2,331.45	2,416.99	3,417.68	4,094.73	3,271.77	3,054.93	2,968.04	2,587.46	34,122
Miscellaneous Income	9,671.94	7,325.63	7,825.08	7,667.00	9,325.27	6,641.10	7,269.75	10,287.23	14,040.61	12,834.43	10,524.28	7,107.67	110,520
Total Income	\$134,510.60	\$114,498.62	\$87,764.41	\$113,439.70	\$110,216.57	\$115,568.16	\$138,971.95	\$183,966.50	\$150,758.80	\$131,151.09	\$135,462.38	\$117,146.85	\$1,533,455.63
Weather Totals	4 rain	3 rain/1 closed	5 rain/1 closed	3 rain	4 rain	9 rain	5 rain	0 rain	1 rain	4 rain	3 rain	7 rain	48/2
Income Per Round	\$37.29	\$36.94	\$36.87	\$37.18	\$36.45	\$34.90	\$36.21	\$36.31	\$37.15	\$35.42	\$35.22	\$35.06	\$36.23

Jersey Meadow Golf Course
Monthly Report

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

FY 2007 - 2008													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,192	2,480	2,736	2,093	2,660	3,294	3,571	3,931	3,740	3,937	3,454	2,602	37,690
Tournament Rounds	671	239	52	14	136	92	633	403	236	25	22		2,523
Range buckets	1,319	1,048	1046	670	1139	1692	2003	1847	1599	1,598	1,235	1,143	16,339
Star Memberships	1,125.00	1,550.00	1,725.00	2,325.00	3,450.00	7,350.00	3,300.00	5,100.00	6,125.00	7,275.00	4,725.00	3,200.00	47,250
Green Fees	85,660.56	66,972.27	79,060.69	60,368.18	75,060.02	96,735.43	98,765.00	112,642.50	104,126.56	105,197.39	97,231.84	74,327.25	1,056,148
Tournament Fees	20,010.12	8,577.00	1,944.01	626.00	4,597.00	3,000.95	19,915.27	14,606.25	8,681.00	808.25	1,249.00		84,015
Range Fees	6,998.33	5,620.11	5,594.84	3,316.53	5,701.59	8,831.93	10,254.45	10,181.57	8,019.81	7,948.89	6,211.84	5,264.15	83,944
Sales of Merchandise	6,323.97	6,795.17	7,157.44	4,211.03	5,220.90	8,454.32	8,533.52	10,289.47	9,891.12	8,167.06	8,573.44	4,885.10	88,503
Concession Fees	2,720.64	2,116.80	1,881.42	1,429.58	2,044.44	2,845.78	3,576.02	4,247.24	3,361.53	3,120.31	3,078.02	2,131.87	32,554
Miscellaneous Income	3,649.17	3,294.29	2,554.38	2,735.65	4,626.10	4,846.64	11,084.79	12,245.83	14,991.62	10,154.55	10,227.21	6,841.60	87,252
Total Income	\$126,487.79	\$94,925.64	\$99,917.78	\$75,011.97	\$100,700.05	\$132,065.05	\$155,429.05	\$169,312.86	\$155,196.64	\$142,671.45	\$131,296.35	\$96,649.97	\$1,479,664.60
Weather Totals	4 rain	4 rain/1 closed	5 rain/1 closed	9 rain	5 rain	5 rain	1 rain	2 rain	8 rain	6 rain	10 rain	6 closed-lke	65/2
Income Per Round	\$32.45	\$34.34	\$35.22	\$34.50	\$34.78	\$36.83	\$36.19	\$37.89	\$37.49	\$34.17	\$36.41	\$35.91	\$35.62
FY 2006 - 2007													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2,568	2,743	2,148	1,634	2,112	2,933	3,492	3,239	2,647	2,625	2,954	2,977	32,072
Tournament Rounds	831	241			78	167	365	163	506	17	83	354	2,805
Range buckets	852	1,017	619	328	632	1329	1282	1032	828	573	963	1,334	10,789
Star Memberships	825.00	1,125.00	900.00	1,200.00	2,025.00	2,550.00	2,025.00	2,025.00	2,700.00	1,925.00	1,950.00	2,850.00	22,100
Green Fees	75,052.08	77,054.99	61,958.41	46,047.63	56,727.00	82,002.01	99,339.96	89,832.90	74,158.69	70,256.48	77,765.35	86,213.98	896,409
Tournament Fees	26,126.45	8,229.66			2,340.00	5,984.52	12,937.27	5,764.00	18,891.57	544.00	2,336.64	15,028.00	98,182
Range Fees	4,486.00	5,059.11	2,966.69	1,641.14	3,305.97	6,574.96	6,450.73	5,493.95	4,170.50	2,964.69	4,660.35	6,313.05	54,087
Sales of Merchandise	5,756.99	6,144.51	4,545.42	2,018.11	4,485.95	7,001.69	6,762.30	7,439.75	7,492.20	5,128.58	6,279.02	5,522.72	68,577
Concession Fees	2,753.47	1,831.77	849.49	837.97	1,471.62	2,361.81	3,116.86	2,325.47	2,603.71	1,741.09	2,161.42	2,346.82	24,402
Miscellaneous Income	2,861.56	2,584.60	3,755.19	2,290.00	2,423.00	3,468.25	5,474.79	5,195.82	5,667.66	9,645.66	4,445.60	4,146.88	51,959
Total Income	\$117,861.55	\$102,029.64	\$74,975.20	\$54,034.85	\$72,778.54	\$109,943.24	\$136,106.91	\$118,076.89	\$115,684.33	\$92,205.50	\$99,598.38	\$122,421.45	\$1,215,716.48
Weather Totals				15 rain/cold	6 rain/cold	5 rain	3 rain	9 rain	12 rain	15 rain	4 rain	1 rain	
Income Per Round	\$34.43	\$33.82	\$34.49	\$32.33	\$32.31	\$34.64	\$34.76	\$34.11	\$35.83	\$34.17	\$32.15	\$35.90	\$34.22
FY 2005 - 2006													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,071	2,326	2,455	2,571	2,094	3,000	3,817	3,241	2,760	2,838	3,056	3,060	34,289
Tournament Rounds	342	372	122	14	123	275	216	303	254	214	107	273	2,615
Range Buckets	1,348	854	1,032	863	754	1,468	1,666	1,125	915	958	1,123	1,143	13,249
Star Memberships	825.00	750.00	525.00	1,950.00	975.00	1,500.00	1,598.00	945.00	1,785.00	2,250.00	750.00	1,095.00	14,948
Green Fees	83,308.78	64,013.19	68,822.00	67,352.18	54,583.70	78,298.53	106,519.47	83,888.84	74,680.30	78,797.17	77,376.73	81,821.30	919,462
Tournament Fees	11,166.20	11,292.59	4,058.00	623.00	5,168.84	8,581.15	7,073.12	8,324.82	6,950.00	5,527.00	3,878.00	10,384.78	83,028
Range Fees	6,370.11	4,580.34	5,192.32	4,300.89	3,572.44	6,376.90	7,462.75	5,430.79	4,506.92	4,860.93	5,547.94	5,670.09	63,872
Sales of Merchandise	6,352.08	4,710.74	5,973.00	5,587.32	4,895.17	5,634.42	7,388.88	6,373.86	6,177.10	5,357.32	6,436.83	6,133.67	71,020

Jersey Meadow Golf Course
Monthly Report

Concession Fees	2,790.10	1,842.23	1,655.27	1,581.45	1,144.16	1,846.17	2,892.01	2,455.09	2,292.43	1,865.99	2,056.32	2,395.12	24,816
Miscellaneous Income	1,592.00	3,000.28	1,843.00	1,676.00	1,660.18	1,954.00	6,361.74	8,579.88	5,424.63	5,062.01	4,973.97	2,453.64	44,581
Total Income	\$112,404.27	\$90,189.37	\$88,068.59	\$83,070.84	\$71,999.49	\$104,191.17	\$139,295.97	\$115,998.28	\$101,816.38	\$103,720.42	\$101,019.79	\$109,953.60	\$1,221,728.17
Weather Totals													
Income Per Round	\$32.69	\$33.15	\$33.97	\$31.38	\$32.04	\$31.36	\$34.14	\$32.46	\$33.19	\$33.25	\$31.70	\$32.66	\$32.70

Jersey Meadow Golf Course
Monthly Report

FY 2004 - 2005													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,118	2,006	2,531	2,293	1,589	2,474	3,064	2,758	2,956	2,912	2,893	2,488	31,082
Tournament Rounds	277	106	70	3	36	150	277	408	263	57	60	110	1,817
Range buckets	0	665	1163	891	476	1101	1550	1293	1226	748	1,068	852	11,033
Star Memberships	480.00	0.00	675.00	2,181.00	675.00	2,100.00	2,850.00	1,950.00	1,725.00	1,500.00	1,425.00	1,050.00	16,611
Green Fees	74,189.66	51,783.51	62,571.20	59,311.24	41,562.60	66,557.58	85,036.07	71,311.04	74,745.97	77,384.45	71,587.00	62,165.00	798,205
Tournament Fees	12,244.20	4,070.00	2,690.00	350.00	1,362.23	4,532.00	8,260.76	13,663.66	9,030.60	2,289.01	2,365.00	4,048.00	64,905
Range Fees	360.00	2,817.98	3,872.64	3,668.49	2,028.03	4,701.63	6,928.84	6,292.07	6,066.74	3,544.83	4,894.00	4,313.66	49,489
Sales of Merchandise	4,790.63	2,674.76	6,274.93	4,686.93	3,987.02	5,930.59	8,513.16	6,768.94	6,379.57	8,554.90	6,392.00	4,394.00	69,347
Concession Fees	2,886.22	3,589.83			916.00	1,535.00	2,196.04	2,163.80	2,638.75	2,088.86	2,074.00	1,650.00	21,739
Miscellaneous Income	180.00	60.00	1,401.00	930.00	727.00	1,408.00	2,183.09	2,724.00	6,716.64	3,941.67	4,276.00	12,914.17	37,462
Total Income	\$95,130.71	\$64,996.08	\$77,484.77	\$71,127.66	\$51,257.88	\$86,764.80	\$115,967.96	\$104,873.51	\$107,303.27	\$99,303.72	\$93,013.00	\$90,534.83	\$1,057,758.19
Weather Totals						10 R; 20 S	2R; 28 S	3R; 28S	30S; No R	12R; 19 S	7R; 25 S	4R; 26S	
Income Per Round	\$27.88	\$30.77	\$29.53	\$30.03	\$31.13	\$32.27	\$33.86	\$32.51	\$32.80	\$32.94	\$31.02	\$34.44	\$31.65
FY 2003 - 2004													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	2,838	2,605	2,735	2,186	1,829	2,824	3,261	3,203	1,952	0	0	3,841	27,274
Tournament Rounds	582	317	12	29	240	140	370	153	82	32	0	537	1,912
Range buckets	1,247	1124	1015	614	512	903	1746	1431	576	0	0	0	9,168
Star Memberships	880.00	485.00	617.00	2,840.00	1,620.00	2,485.00	2,810.00	1,670.00	50.00	0.00	0.00	1,220.00	\$14,677.00
Green Fees	70,103.87	65,595.91	64,691.42	52,796.04	43,975.88	66,495.18	81,103.98	82,362.52	25,167.00	0.00	0.00	77,631.05	629,922.85
Tournament Fees	18,430.40	10,762.40	464.40	1,015.00	2,747.00	3,595.00	3,718.50	5,235.00	2,912.21	2,956.16	0.00	11,150.00	62,986.07
Range Fees	4,026.35	3,865.34	3,230.29	2,270.18	1,911.88	3,048.27	6,152.89	5,249.27	1,827.36	0.00	0.00	175.00	31,756.83
Sales of Merchandise	5,129.89	4,224.64	7,198.84	4,165.57	4,035.75	5,954.69	7,510.77	5,908.66	4,261.91	424.55	0.00	6,037.47	54,852.74
Concession Fees	2,013.15	3,492.29	2,560.00	1,977.00	1,731.20	1,740.36	2,485.45	2,965.09	3,108.38	0.00	0.00	81.92	22,154.84
Miscellaneous Income	2,240.00	1,920.00	1,323.00	1,275.00	1,640.00	840.82	499.00	953.00	3,285.75	250.00	0.00	192.00	14,418.57
Total Income	\$102,823.66	\$90,345.58	\$80,084.95	\$66,338.79	\$57,661.71	\$84,159.32	\$104,280.59	\$104,343.54	\$40,612.61	\$3,630.71	\$0.00	\$96,487.44	\$830,768.90
Income Per Round	\$29.81	\$30.75	\$28.93	\$28.67	\$27.09	\$27.56	\$27.95	\$30.59	\$19.94	\$0.00	\$0.00	\$21.76	\$27.96
FY 2002 - 2003													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	2,637	3,056	2,275	2,460	1,777	3,199	3,900	4,354	3,915	3,647	3,280	2,557	37,057
Tournament Rounds	0	159	0	0	188	138	66	287	62	59	17	248	1,224
Range buckets	843	1084	861	752	415	1256	2003	1941	1532	1,500	1,529	1,232	14,948
Star Memberships	400.00	300.00	1,115.00	7,465.00	3,578.00	4,420.00	5,205.00	3,990.00	2,610.00	1,895.00	1,790.00	805.00	\$33,573.00
Green Fees	59,060.50	83,865.33	59,280.09	57,262.20	41,843.58	76,659.46	100,788.23	107,607.15	95,050.74	82,944.99	78,205.60	59,952.70	902,520.57
Tournament Fees	10,519.97	5,164.20	0.00	0.00	2,598.97	4,602.65	1,840.00	10,473.00	1,550.00	2,130.00	595.00	8,425.00	47,898.79
Range Fees	2,136.97	3,105.58	2,242.99	2,007.38	990.85	3,100.81	5,061.68	4,843.09	3,583.54	3,625.44	5,109.22	3,918.18	39,725.73
Sales of Merchandise	4,852.77	5,794.15	4,434.45	2,578.44	2,578.83	5,989.11	6,515.03	7,535.29	5,503.11	5,638.05	5,540.26	3,653.07	60,612.56
Concession Fees	3,692.00	3,146.00	2,056.00	2,079.00	1,494.00	2,970.00	2,969.95	3,999.34	5,224.34	3,331.06	3,097.78	2,473.09	36,532.56
Miscellaneous Income	1,650.00	1,860.00	2,265.00	1,419.00	1,695.00	2,130.00	2,550.00	2,805.00	6,380.00	6,588.00	2,295.00	2,160.00	33,797.00
Total Income	\$82,312.21	\$103,235.26	\$71,393.53	\$72,811.02	\$54,779.23	\$99,872.03	\$124,929.89	\$141,252.87	\$119,901.73	\$106,152.54	\$96,632.86	\$81,387.04	\$1,154,660.21

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Jersey Meadow Golf Course
Monthly Report

Income Per Round	\$31.06	\$32.02	\$30.89	\$26.56	\$26.06	\$28.60	\$30.19	\$29.58	\$29.49	\$28.13	\$28.77	\$28.73	\$29.29

Jersey Meadow Golf Course
Monthly Report

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

FY 2001 - 2002													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	3,203	3,061	2,774	2,800	2,969	3,734	4,385	4,735	4,182	4,139	3,580	3,592	43,154
Tournament Rounds													
Range buckets	1,388	1,374	844	1,261	1,316	1,897	2,131	2,143	1,818	1,813	1,506	1,476	18,967
Star Memberships				3,075.00	1,650.00	2,275.00	1,725.00	1,125.00	725.00	550.00	775.00	950.00	\$12,850.00
Green Fees/Cart Fees	72,224.98	77,087.14	65,224.37	68,447.62	70,028.61	91,055.04	111,535.50	119,348.59	104,195.50	104,907.23	89,569.50	79,854.95	1,053,479.03
Tournament Fees	17,967.54	10,416.85	1,552.00	0.00	3,741.00	2,498.00	12,004.42	6,740.00	2,220.70	0.00	1,919.00	17,433.92	76,493.43
Range Fees	3,924.83	3,699.12	2,181.79	3,236.49	3,508.36	4,850.70	5,791.90	5,805.72	4,675.54	4,822.48	4,043.98	3,696.75	50,237.66
Sales of Merchandise	7,501.72	7,470.10	8,574.76	4,093.24	4,597.56	8,690.81	7,429.96	7,877.93	8,103.63	5,589.34	5,526.70	4,663.97	80,119.72
Concession Fees	4,471.00	3,728.00	2,457.00	850.00	4,046.00	3,656.00	4,778.00	4,932.00	4,636.00	4,331.00	3,382.00	2,992.00	44,259.00
Miscellaneous Income					3,348.03	10.00		2,115.00	5,080.00	1,880.00	1,860.00	3,030.00	17,323.03
Total Income	\$106,090.07	\$102,401.21	\$79,989.92	\$75,777.35	\$90,919.56	\$113,035.55	\$143,264.78	\$147,944.24	\$129,636.37	\$122,080.05	\$107,076.18	\$112,621.59	\$1,334,761.87
Income Per Round	\$33.12	\$33.45	\$28.84	\$27.37	\$30.07	\$29.66	\$32.28	\$31.01	\$30.83	\$29.36	\$29.69	\$31.09	\$30.63
FY 2000 - 2001													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	3,632	2,387	2,224	1,526	2,087	2,196	3,929	3,482	3,097	3,564	3,433	3,480	35,037
Tournament Rounds													
Range buckets				567	755	1,194	1,757	1,498	1,293	1,252	1,229	1,218	10,763
Green Fees/Cart Fees	100,532.00	59,091.00	57,691.00	42,849.85	53,215.20	55,637.91	108,176.93	93,704.77	79,608.10	86,599.86	76,676.57	82,458.86	\$896,242.05
Tournament Fees	19,585.00	7,087.00	6,235.00	0.00	0.00	4,107.87	9,607.00	14,018.50	332.64	792.00	2,186.00	4,023.02	67,974.03
Range Fees	6,702.00	3,778.00	3,198.00	2,365.14	3,229.47	5,533.59	7,552.85	6,458.97	5,754.22	5,431.94	4,280.78	3,776.78	58,061.74
Sales of Merchandise	19,858.00	4,548.00	5,884.00	3,055.92	2,960.74	8,316.70	9,143.74	7,896.28	7,636.53	6,951.08	8,554.69	6,491.01	91,296.69
Concession Fees	285.00	808.00	417.00	1,726.00	2,278.00	2,982.00	4,942.00	3,701.00	3,099.00	3,441.00	3,256.00	3,505.00	30,440.00
Miscellaneous Income	-571.00	3,254.00	2,407.00										
Total Income	\$146,391.00	\$78,566.00	\$75,832.00	\$49,996.91	\$61,683.41	\$76,578.07	\$139,422.52	\$125,779.52	\$96,430.49	\$103,215.88	\$94,954.04	\$100,254.67	\$1,144,014.51
Income Per Round	\$40.31	\$32.91	\$34.10	\$32.76	\$29.56	\$34.87	\$35.49	\$36.12	\$31.14	\$28.96	\$27.66	\$28.81	\$32.65
Notes: 1. October, November, December 2000 Golf Course under private management contract. City took over management January 1, 2001.													
2. Green Fees and Cart Fees combined into one fee beginning January 2002.													
3. Food and drinks contracted out to private vendor as of January 2001.													
4. Star Membership program began in January 2002.													
5. FY 2000 -2001 - records in Smith Systems Software, no printouts available and the software is offline.													
6. Concession Fees shown in time period of purchase, not when received.													
7. Income/Round: Income does not include Star Memberships; Rounds includes Rounds Played and Tournament Rounds.													
8. Miscellaneous Income includes: Cart fee, Handicap Service, Leagues, expired Gift Certificates, Miscellaneous merchandise and Junior Camp.													
9. As of April, 2016, Leagues are accounted for in Rounds played and in Green Fees.													
10. FY 2016-2017 - Line Item added: Club Rental.													
11. Abbreviations: W-weather RO-rain out CM-course maintenance TT-temporary tees H-holiday CV-COVID-19													
12. FY 2016-2017 - Miscellaneous Income changed to Miscellaneous Fees per Finance.													



Jersey Village, TX

Golf Course Monthly Financial Statements

Group Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 11 - GOLF COURSE FUND						
Department: 80 - 80						
85 - FEE & CHARGES FOR SERVICE	2,299,500.00	2,299,500.00	182,913.84	2,224,003.93	-75,496.07	96.72%
96 - INTEREST EARNED	2,800.00	2,800.00	1,222.50	4,810.64	2,010.64	171.81%
97 - INTERFUND ACTIVITY	214,483.71	214,483.71	0.00	0.00	-214,483.71	0.00%
Department: 80 - 80 Total:	2,516,783.71	2,516,783.71	184,136.34	2,228,814.57	-287,969.14	88.56%
Department: 81 - CLUB HOUSE						
30 - SALARIES, WAGES, & BENEFITS	694,773.95	694,773.95	82,688.85	633,948.73	60,825.22	91.25%
34 - COST OF SALES	185,500.00	185,500.00	6,969.85	204,219.38	-18,719.38	110.09%
35 - SUPPLIES	17,350.00	17,350.00	0.00	10,084.73	7,265.27	58.17%
45 - MAINTENANCE	10,450.00	10,450.00	286.15	4,210.67	6,239.33	40.29%
50 - SERVICES	38,430.12	38,430.12	1,689.55	33,605.72	4,824.40	87.45%
54 - SUNDRY	77,400.00	77,400.00	5,141.77	65,356.92	12,043.08	84.24%
55 - PROFESSIONAL SERVICES	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00%
60 - OTHER SERVICES	23,000.00	23,000.00	338.92	25,962.76	-2,962.76	112.88%
97 - INTERFUND ACTIVITY	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00%
Department: 81 - CLUB HOUSE Total:	1,055,404.07	1,055,404.07	97,115.09	982,388.91	73,015.16	93.09%
Department: 82 - COURSE MAINTENANCE						
30 - SALARIES, WAGES, & BENEFITS	598,634.56	598,634.56	50,180.94	385,310.04	213,324.52	64.36%
35 - SUPPLIES	140,950.00	140,950.00	20,889.78	149,777.85	-8,827.85	106.26%
40 - MAINTENANCE--BLDGS, STRUC	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00%
45 - MAINTENANCE	53,000.00	53,000.00	0.00	53,259.36	-259.36	100.49%
50 - SERVICES	10,500.00	10,500.00	0.00	2,737.45	7,762.55	26.07%
54 - SUNDRY	90,500.00	90,500.00	0.00	421.41	90,078.59	0.47%
55 - PROFESSIONAL SERVICES	3,000.00	3,000.00	0.00	336.00	2,664.00	11.20%
97 - INTERFUND ACTIVITY	375.00	375.00	0.00	375.00	0.00	100.00%
Department: 82 - COURSE MAINTENANCE Total:	900,959.56	900,959.56	71,070.72	592,217.11	308,742.45	65.73%
Department: 83 - BUILDING MAINTENANCE						
35 - SUPPLIES	6,100.00	6,100.00	820.88	6,156.54	-56.54	100.93%
40 - MAINTENANCE--BLDGS, STRUC	15,188.86	15,188.86	0.00	22,679.93	-7,491.07	149.32%
45 - MAINTENANCE	3,000.00	3,000.00	0.00	1,262.49	1,737.51	42.08%
50 - SERVICES	25,000.00	25,000.00	2,706.54	21,867.59	3,132.41	87.47%
55 - PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	890.00	110.00	89.00%
Department: 83 - BUILDING MAINTENANCE Total:	50,288.86	50,288.86	3,527.42	52,856.55	-2,567.69	105.11%
Department: 87 - GC CAPITAL IMPROVEMENT						
70 - CAPITAL IMPROVEMENTS	110,000.00	110,000.00	17,876.94	100,608.51	9,391.49	91.46%
Department: 87 - GC CAPITAL IMPROVEMENT Total:	110,000.00	110,000.00	17,876.94	100,608.51	9,391.49	91.46%
Department: 88 - EQUIPMENT MAINTENANCE						
30 - SALARIES, WAGES, & BENEFITS	71,488.22	71,488.22	8,768.74	89,711.34	-18,223.12	125.49%
35 - SUPPLIES	28,650.00	28,650.00	6,114.92	21,816.56	6,833.44	76.15%
45 - MAINTENANCE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00%
50 - SERVICES	1,000.00	1,000.00	0.00	-17.23	1,017.23	-1.72%
97 - INTERFUND ACTIVITY	292,993.00	292,993.00	0.00	292,993.00	0.00	100.00%
Department: 88 - EQUIPMENT MAINTENANCE Total:	400,131.22	400,131.22	14,883.66	404,503.67	-4,372.45	101.09%
Fund: 11 - GOLF COURSE FUND Surplus (Deficit):	0.00	0.00	-20,337.49	96,239.82	96,239.82	0.00%
Report Surplus (Deficit):	0.00	0.00	-20,337.49	96,239.82	96,239.82	0.00%

CITY COMPTROLLER FOR THE CITY OF JERSEY VILLAGE, TEXAS

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
11 - GOLF COURSE FUND	0.00	0.00	-20,337.49	96,239.82	96,239.82
Report Surplus (Deficit):	0.00	0.00	-20,337.49	96,239.82	96,239.82

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Golf Course Fund
For the period ended August 31, 2023

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Revenue					
Fees & Charge for Services	2,299,500.00	2,299,500.00	2,224,003.93	96.72%	2,400,000.00
Interest Earned	2,800.00	2,800.00	4,810.64	171.81%	5,900.00
Interfund Activity	214,483.71	214,483.71	-	0.00%	10,883.71
Total Revenue	<u>2,516,783.71</u>	<u>2,516,783.71</u>	<u>2,228,814.57</u>	<u>88.56%</u>	<u>2,416,783.71</u>
Expenditures					
Club House	1,055,404.07	1,055,404.07	982,388.91	93.08%	1,055,404.07
Course Maintenance	900,959.56	900,959.56	592,217.11	65.73%	900,959.56
Building Maintenance	50,288.86	50,288.86	52,856.55	105.11%	50,288.86
Capital Improvement	110,000.00	110,000.00	100,608.51	91.46%	110,000.00
Equipment Maintenance	400,131.22	400,131.22	404,503.67	101.09%	400,131.22
Total Expenditures	<u>2,516,783.71</u>	<u>2,516,783.71</u>	<u>2,132,574.75</u>	<u>93.55%</u>	<u>2,516,783.71</u>



Jersey Village Parks & Recreation

To: Mayor Warren and City Council

CC: Austin Bless, City Manager

From: Robert Basford, Assistant City Manager

Date: September 12, 2023

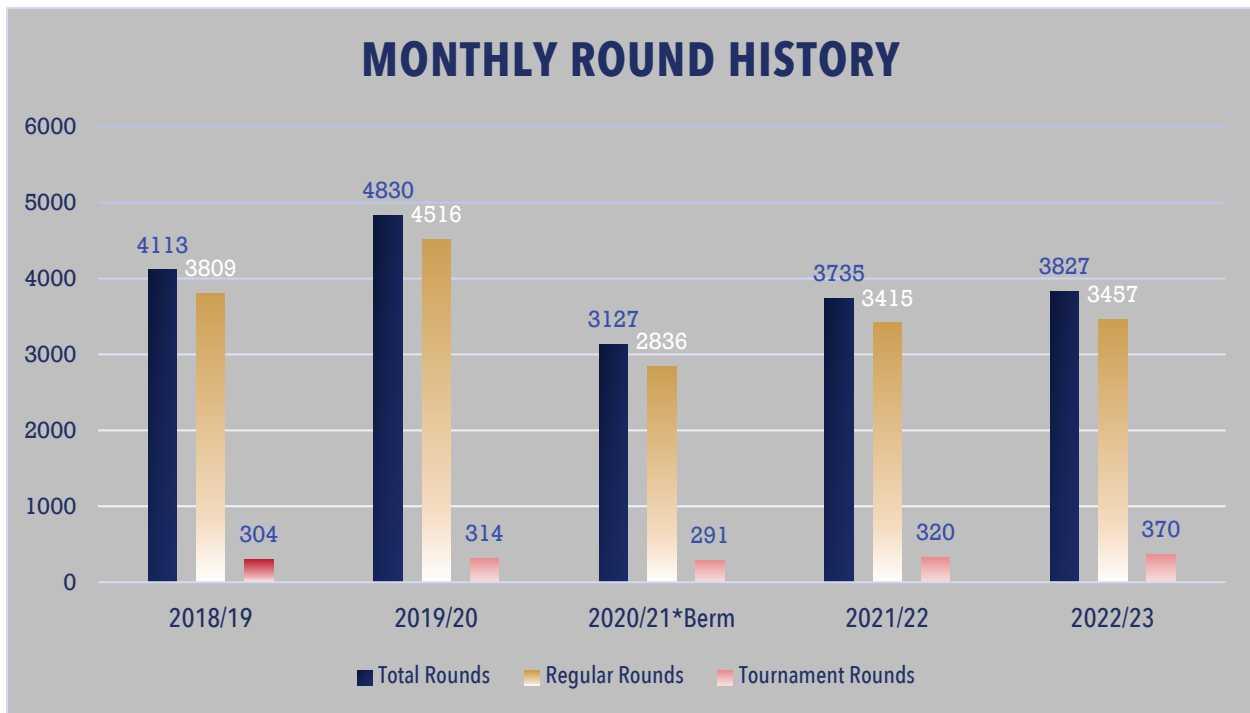
Subject: Parks & Recreation Monthly Update: August 2023

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

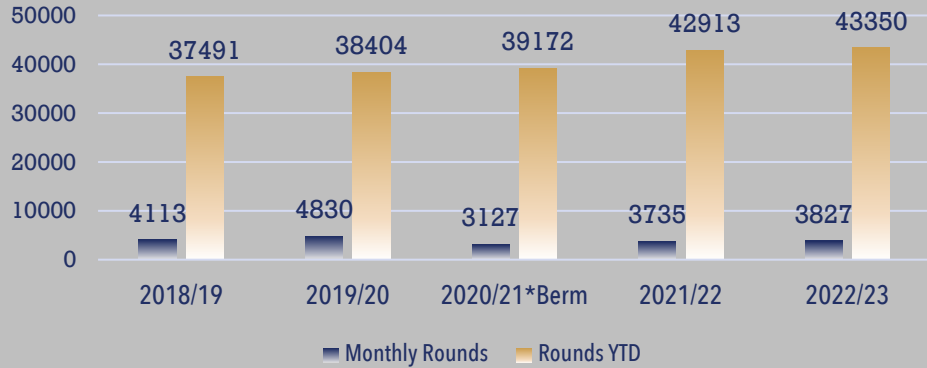
Jersey Meadow Golf Club

Financial Report (Monthly and Year to Date)

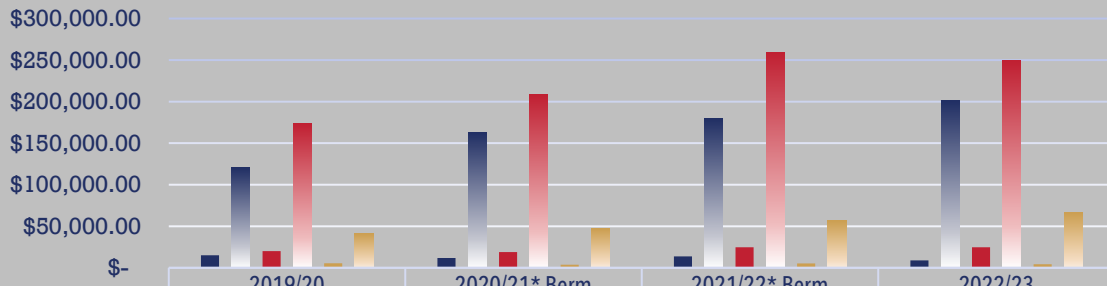
The golf course experienced a reduction in play this August but still produced a great monthly revenue of \$184,157.84. The driving range was closed for two weeks which hindered revenue roughly \$8,000. The month of August produced no weather interruptions and continual heat which also slowed our afternoon play. The course produced \$127,240.58 in green fees and \$10,638.80 in tournament fees. The course hosted 3457 regular rounds and 370 rounds of tournament play. Merchandise Sales totaled \$24,629.40. The overall revenue for the golf course 11 months into the FY sits at \$2,248,157.21. We are still on pace for an annual revenue of 2.44 million dollars this Fiscal Year. Staff does not anticipate a general fund transfer and our anticipated surplus is estimated near \$140,000.



MONTHLY TOTAL VS YEAR TO DATE: ROUNDS

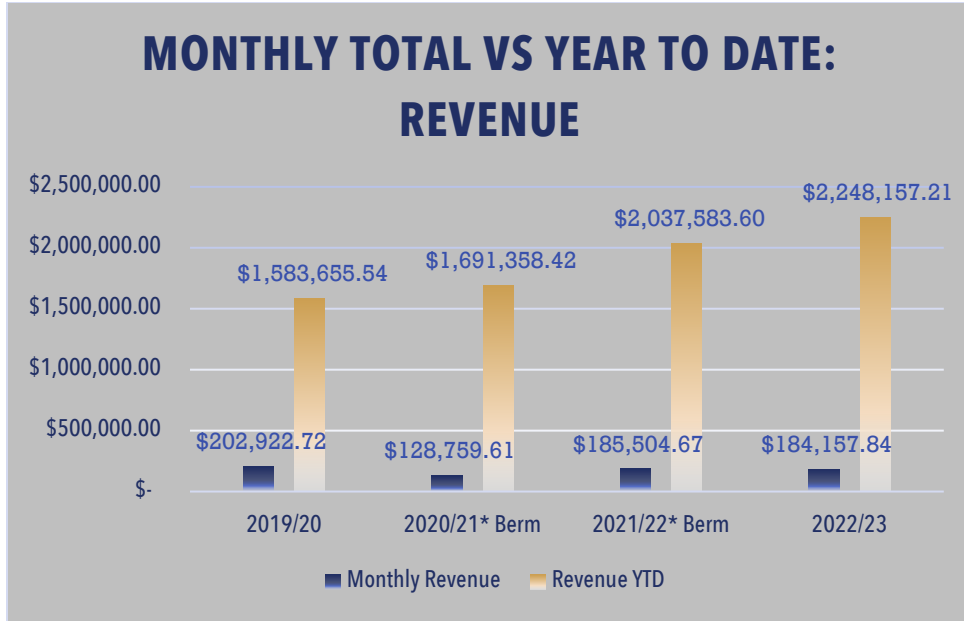


RANGE, MERCHANDISE, CONCESSION MONTH END VS YEAR TO DATE



Monthly Range Fees	\$15,050.54	\$11,890.88	\$13,717.04	\$8,824.11
Range Fees YTD	\$120,793.60	\$163,137.15	\$179,975.31	\$201,063.77
Monthly Merchandise	\$20,116.55	\$18,934.56	\$24,641.63	\$24,629.40
Merchandise YTD	\$173,970.43	\$208,906.28	\$259,488.36	\$248,901.18
Monthly Concession	\$5,384.34	\$3,714.91	\$5,195.28	\$4,333.40
Concession YTD	\$41,230.40	\$47,100.72	\$56,875.10	\$66,407.08

■ Monthly Range Fees ■ Range Fees YTD ■ Monthly Merchandise
■ Merchandise YTD ■ Monthly Concession ■ Concession YTD



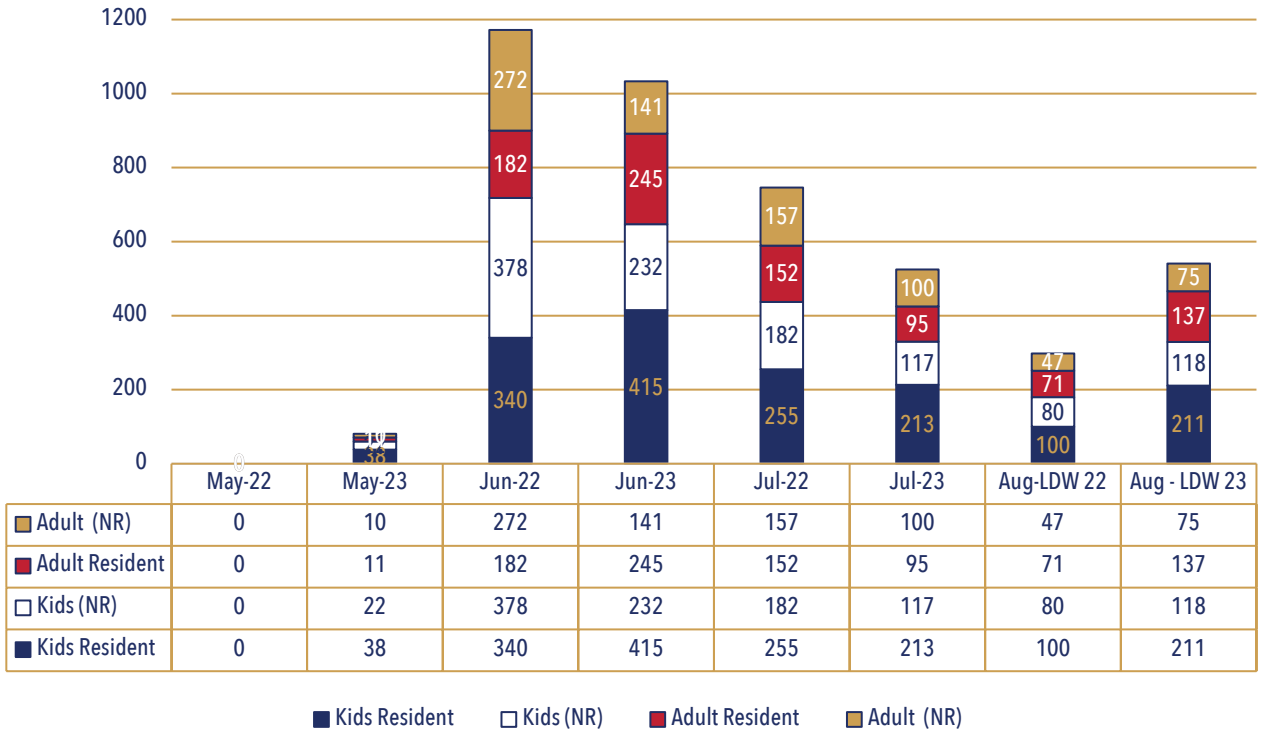
Parks & Facilities

- Parks staff assisted the golf course with installing 400 feet of electrical conduit and pulling in 400 feet of electrical wire. This project was done for the new fountain going in on hole 3 lake. By doing this project in house we saved roughly 3,500 dollars on labor and materials.
- Parks staff is working on fixing the irrigation valves that are broken on Senate Ave esplanade. We are experiencing a lot of problems in this esplanade, but are hopeful that fixing these valves will resolve the issues.
- Parks staff has been out fixing and replacing all the irrigation heads and nozzles in the city. We have changed over 50 irrigation rotors and over 250 nozzles throughout the city. Our goal is to have an irrigation inventory list of all of our irrigation systems, all rotors and all types of irrigation heads in each area of irrigation.
- Parks staff handled an emergency water line break at the fire department, the line that broke was a line that came out of the building to feed the irrigation system. We had to shut all the water down to the building to fix this issue but water was restored a few short hours later.
- Parks staff ordered our new robots for parks we are hoping for an early September delivery. Once these robots arrive our plan is to install and set up these robots immediately.
- Parks staff worked on chipping the rest of the brush from the back of the pump station. We have accumulated a lot of wood chips from the brush we are working on finding a use for these chips.
- Parks staff sprayed the dog park, Delozier Park and Country Club Park, we sprayed these parks with weed killer, fertilizer, soil amendment and growth regulator. We are already seeing a difference in the grass.
- Facilities staff spent time ordering all the pieces for the new gym at the fire department. All equipment has been ordered we are working on ordering the accessories for the gym. We have selected and ordered the TV's, the speakers, and new lights for the gym.

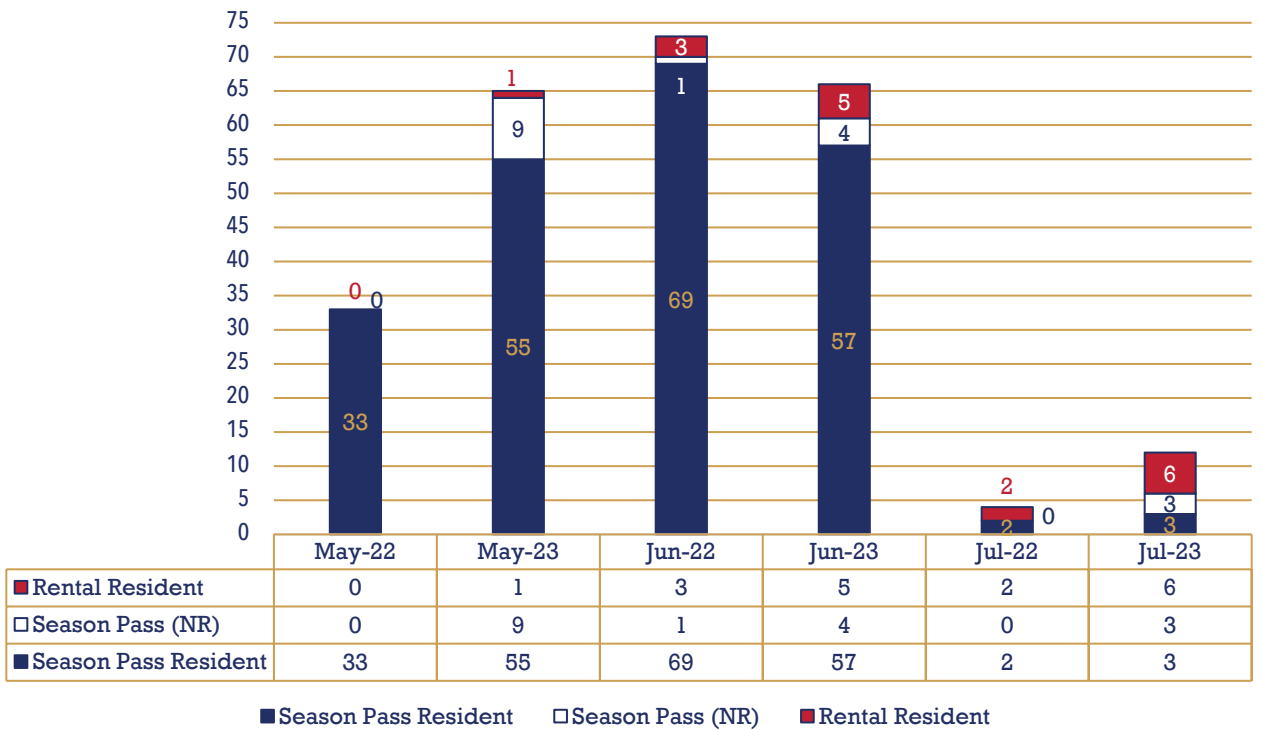
Recreation

- Recreation staff extended our pool hours of operation this month. Historically, we have closed our pool the second week of August and continue operation weekends only. This season we were able to operate fully until August 27th. This upcoming weekend is the last weekend of pool season.
- Recreation staff worked on the Playguide this past month for Fall/winter. The guide was submitted to the printing company on August 14th. They will have it out the first week in September.
- Recreation staff worked on our Fall Frolic event this past month. This involved updating the website page online, creating promotions, updating the event scope and reaching out to vendors.
- Recreation staff worked on our Holiday in The Village event this past month. This involved securing snow, vendors, Food vendors and Santa Claus. Staff also updated the website page and the event scope.
- Recreation staff worked on the Lazy Day medal design and submitted it to the company. We are ahead of schedule. Typically, these companies require 8 weeks lead-time.
- Secured the band for our Concert in the Park event in March. We will be hosting the Willie and Waylon show.
- Recreation staff was able to secure a sponsorship From HEB for our Pumpkin Carving party. They will be providing all the pumpkins for the event.
- Recreation staff continued with pool maintenance and pool chemistry checks.
- Pool Numbers...

Day Passes Sold



Season Passes & Rentals



Pool Analytics August 1-September 4

August 1 - September 4	2023	2022	2021	Notes
Hours of operation	262	165	N/A	Includes weather deductions
total hourly swimmer count	2980	2565	N/A	~ extracted from averages
Resident Day Passes sold (child)	211	84	N/A	
Resident Day Passes sold (Adult)	137	65	N/A	
Resident Season Passes sold	0	0	135	
Nonresident Day Passes Sold (child)	118	144	N/A	
Nonresident Day Passes Sold (Adult)	75	44	N/A	
Nonresident season passes sold	0	0	N/A	
Pool Membership Revenue	\$ 5,188.00	\$ 2,043.00	N/A	

Pool Analytics Entire Season

May27 - September 4	2023	2022	2021	Notes
Hours of operation	788.5	694	N/A	Includes weather deductions
total hourly swimmer count	13,441	14,699	N/A	~ extracted from averages
Resident Day Passes sold (child)	1022	649	N/A	
Resident Day Passes sold (Adult)	575	399	N/A	
Resident Season Passes sold	123	144	135	
Nonresident Day Passes Sold (child)	533	704	N/A	
Nonresident Day Passes Sold (Adult)	381	473	N/A	
Nonresident season passes sold	3	1	N/A	
Pool Membership Revenue	\$ 38,881.66	\$ 33,980.78	\$26,501	

August 2023 Code Enforcement Report

ID	Status	Open Date	Resolved Date	Type	Address	Notes
1691403	assigned	8/30/2023 16:58	--	Code Issue	throughout Jersey Village Jersey Village	Advertising signs in front easements violating JV ordinance. Time to clean up the streets again. Ezee cable receiving free advertising for weeks and really lowers community appearance standard.
1691321	assigned	8/30/2023 16:24	--	Code Issue	8205 N Tahoe Dr Jersey Village 77040	Tree brush in driveway
1691277	assigned	8/30/2023 16:06	--	Code Issue	16302 Tahoe Dr Jersey Village 77040	Rubbish observed in side yard.
1691246	assigned	8/30/2023 15:52	--	Code Issue	16430 Delozier St Jersey Village 77040	Tree rubbish observed at curb
1691139	assigned	8/30/2023 15:12	--	Code Issue	15706 Juneau Ln Jersey Village 77040	Trees low over street and sidewalk
1690862	assigned	8/30/2023 14:35	--	Code Issue	16237 Congo Ln Jersey Village 77040	Low tree branches blocking signage
1689178	assigned	8/29/2023 16:51	--	Code Issue	15902 Juneau Ln Jersey Village 77040	Fence pickets aren't properly attached
1688969	assigned	8/29/2023 15:26	--	Code Issue	16214 Seattle St Jersey Village 77040	Fence in need of repair maintenance to structure
1688878	resolved	8/29/2023 14:45	8/30/2023	Code Issue	16021 Singapore Ln Jersey Village 77040	Rv in driveway day 1
1688824	assigned	8/29/2023 14:19	--	Code Issue	16106 Congo Ln Jersey Village 77040	Tree brush observed on side lawn
1688797	resolved	8/29/2023 14:06	8/30/2023	Code Issue	15517 Jersey Dr Jersey Village 77040	Tree blocking signage
1688784	assigned	8/29/2023 14:02	--	Code Issue	15513 Jersey Dr Jersey Village 77040	Tree blocking signage
1686987	assigned	8/28/2023 16:15	--	Code Issue	16317 St Helier St Jersey Village 77040	Trash observed at curb on Monday 5pm
1686971	assigned	8/28/2023 16:10	--	Code Issue	16418 Cornwall St Jersey Village 77040	Trash observed at curb on Monday before 5pm
1686818	assigned	8/28/2023 15:17	--	Code Issue	16025 Crawford St Jersey Village 77040	Trash and tree branches observed at curb on Monday before 5pm
1686813	assigned	8/28/2023 15:15	--	Code Issue	16030 Crawford St Jersey Village 77040	tree brush observed at curb
1686800	assigned	8/28/2023 15:11	--	Code Issue	16117 Crawford St Jersey Village 77040	Trash observed at curb
1686783	assigned	8/28/2023 15:06	--	Code Issue	15414 Ashburton Dr Jersey Village 77040	Rubbish observed at curb on Monday before 5p
1686722	assigned	8/28/2023 14:40	--	Code Issue	8541 Ivy Falls Ct Jersey Village 77040	Low trees over the street
1686443	assigned	8/28/2023 12:54	--	Code Issue	16121 delozier st Jersey Village	low trees over street.
1683457	assigned	8/25/2023 16:29	--	Code Issue	16210 Crawford St Jersey Village 77040	Rubbish observed on side of home
1683304	assigned	8/25/2023 15:06	--	Code Issue	8222 N Tahoe Dr Jersey Village 77040	Boat observed in driveway
1683282	assigned	8/25/2023 14:56	--	Code Issue	15001 Lakeview Dr Jersey Village 77040	Low trees over sidewalk
1683261	assigned	8/25/2023 14:48	--	Code Issue	15013 Lakeview Dr Jersey Village 77040	Low trees over street
1683235	assigned	8/25/2023 14:40	--	Code Issue	15309 Glamorgan Dr Jersey Village 77040	Rubbish observed in driveway
1683219	assigned	8/25/2023 14:30	--	Code Issue	15401 Shanghai St Jersey Village 77040	Rubbish observed near driveway
1683121	assigned	8/25/2023 13:41	--	Code Issue	16418 Delozier St Jersey Village 77040	Tree brush observed
1681435	assigned	8/24/2023 16:24	--	Code Issue	16218 Seattle St Jersey Village 77040	Rubbish observed near garage
1681360	assigned	8/24/2023 15:48	--	Code Issue	15301 Chichester Ln Jersey Village 77040	Trash at curb on Thursday before 5p
1681347	resolved	8/24/2023 15:42	8/24/2023	Code Issue	15414 Ashburton Dr Jersey Village 77040	17 signs removed
1681305	resolved	8/24/2023 15:27	8/31/2023	Code Issue	15625 Elwood Dr Jersey Village 77040	Portable toilet observed viewable from street
1681287	assigned	8/24/2023 15:18	--	Code Issue	16224 Jersey Dr Jersey Village 77040	Trash at curb on Thursday before 5pm
1681259	assigned	8/24/2023 15:02	--	Code Issue	15910 Singapore Ln Jersey Village 77040	Trash observed at curb on Thursday before 5m
1681254	assigned	8/24/2023 15:01	--	Code Issue	15906 Singapore Ln Jersey Village 77040	Trash at curb on Thursday before 5pm
1681025	assigned	8/24/2023 13:23	--	Code Issue	16010 Acapulco Dr Jersey Village 77040	Trash observed at curb
1680431	assigned	8/24/2023 10:02	--	Code Issue	16217 Crawford Jersey Village	Carport installed - does it meet code requirements?
1679453	assigned	8/23/2023 16:55	--	Code Issue	16125 Seattle St Jersey Village 77040	Maintenance to structure missing pickets
1679396	assigned	8/23/2023 16:31	--	Code Issue	16117 Singapore Ln Jersey Village 77040	Rubbish observed in driveway
1679294	assigned	8/23/2023 15:53	--	Code Issue	15322 Colwyn Ln Jersey Village 77040	Vehicle observed parked in grass
1679212	assigned	8/23/2023 15:20	--	Code Issue	15622 Shanghai St Jersey Village 77040	Low trees over sidewalk
1679143	resolved	8/23/2023 14:56	8/30/2023	Code Issue	15922 Juneau Ln Jersey Village 77040	Rubbish observed in driveway
1679133	assigned	8/23/2023 14:52	--	Code Issue	15817 Acapulco Dr Jersey Village 77040	Vehicle parked on grass
1679095	resolved	8/23/2023 14:40	8/24/2023	Code Issue	8229 Rio Grande St Jersey Village 77040	Pool being drained without permit
1677594	assigned	8/22/2023 19:52	--	Code Issue	8406 argentina Jersey Village	Old dishwasher in driveway next to front of house. It has been there two weeks. This is an ordinance violation. This is not the look we want in Jersey Village.

1677177	assigned	8/22/2023 16:21	--		Code Issue	16114 Jersey Dr Jersey Village 77040	Tree brush observed on front lawn
1677157	canceled	8/22/2023 16:16	--		Code Issue	16125 Delozier St Jersey Village 77040	Tree over street
1677080	assigned	8/22/2023 15:45	--		Code Issue	16509 Cornwall St Jersey Village 77040	Trailer observed in driveway
1677034	resolved	8/22/2023 15:19		8/28/2023	Code Issue	16038 Kevindale Ln Jersey Village 77040	Boat in driveway
1676853	assigned	8/22/2023 14:10	--		Code Issue	16502 St Helier St Jersey Village 77040	Trailer observed in driveway
1675132	assigned	8/21/2023 16:39	--		Code Issue	15505 Chichester Ln Jersey Village 77040	Trash can observed at curb on Monday before 5pm
1675082	assigned	8/21/2023 16:18	--		Code Issue	16013 Wall St Jersey Village 77040	Trash observed at curb on Monday before 5pm
1675072	resolved	8/21/2023 16:15		8/28/2023	Code Issue	16017 Wall St Jersey Village 77040	Trash at curb on Monday before 5pm
1675057	assigned	8/21/2023 16:09	--		Code Issue	16102 Wall St Jersey Village 77040	Trash at curb on Monday before 5pm
1675052	assigned	8/21/2023 16:07	--		Code Issue	16026 Wall St Jersey Village 77040	Trash observed at curb before 5pm
1674897	assigned	8/21/2023 15:15	--		Code Issue	16434 Koester St Jersey Village 77040	Low trees over the street
1674860	assigned	8/21/2023 15:01	--		Code Issue	16324 Lewis St Jersey Village 77040	Low trees over street and sidewalk
1669767	assigned	8/17/2023 16:12	--		Code Issue	15413 Jersey Dr Jersey Village 77040	Trash observed at curb on Thursday before 5pm
1669728	resolved	8/17/2023 16:01		8/28/2023	Code Issue	15609 Honolulu St Jersey Village 77040	Trailer observed in driveway
1669712	canceled	8/17/2023 15:54	--		Code Issue	15701 Juneau Ln Jersey Village 77040	Tree brush observed in side yard
1669709	resolved	8/17/2023 15:53		8/29/2023	Code Issue	15701 Juneau Ln Jersey Village 77040	Tree brush observed in side yard
1669697	assigned	8/17/2023 15:51	--		Code Issue	15906 Juneau Ln Jersey Village 77040	Fence in need of repair
1669678	resolved	8/17/2023 15:45		8/22/2023	Code Issue	15905 Juneau Ln Jersey Village 77040	Trash at curb on Thursday before 5pm
1669453	assigned	8/17/2023 14:13	--		Code Issue	72 Cherry Hills Dr Jersey Village 77064	Trash observed at curb on Thursday before 5pm
1669266	resolved	8/17/2023 12:46		8/21/2023	Code Issue	28 Oakmont Ct Jersey Village 77064	Trailer observed in street/driveway
1668943	resolved	8/17/2023 10:52		8/17/2023	Code Issue	15605 Honolulu St Jersey Village 77040	Porta toilet observed
1667853	resolved	8/16/2023 15:53		8/29/2023	Code Issue	15918 Jersey Dr Jersey Village 77040	Tree brush observed in front lawn
1667828	resolved	8/16/2023 15:43		8/29/2023	Code Issue	16217 Jersey Dr Jersey Village 77040	Tree brush observed next to garage
1667719	assigned	8/16/2023 14:57	--		Code Issue	16022 Kube Ct Jersey Village 77040	Vehicle parked in driveway on flat
1667687	resolved	8/16/2023 14:43		8/17/2023	Code Issue	15609 Honolulu St Jersey Village 77040	Porta can viewable from the street
1667672	resolved	8/16/2023 14:38		8/29/2023	Code Issue	15313 Welwyn Dr Jersey Village 77040	Low trees observed sidewalk
1667617	assigned	8/16/2023 14:16	--		Code Issue	15334 Colwyn Ln Jersey Village 77040	Low trees over street
1667612	assigned	8/16/2023 14:15	--		Code Issue	15322 Philippine St Jersey Village 77040	Low trees over street
1666054	resolved	8/15/2023 17:03		8/28/2023	Code Issue	16502 Cornwall St Jersey Village 77040	Low hanging trees over street
1666040	resolved	8/15/2023 16:55		8/28/2023	Code Issue	16405 St Helier St Jersey Village 77040	Low tree branches over street
1665984	resolved	8/15/2023 16:26		8/29/2023	Code Issue	15601 Yampa Ln Jersey Village 77040	Tree brush observed
1665766	resolved	8/15/2023 15:10		8/22/2023	Code Issue	16222 Lakeview Dr Jersey Village 77040	Low trees over the street
1665753	resolved	8/15/2023 15:03		8/22/2023	Code Issue	16117 Wall St Jersey Village 77040	Porta can observed in front lawn
1665645	resolved	8/15/2023 14:23		8/22/2023	Code Issue	16110 Capri Dr Jersey Village 77040	Rubbish observed in side of home
1663767	resolved	8/14/2023 15:30		8/28/2023	Code Issue	15401 Mauna Loa Ln Jersey Village 77040	Trash at curb on Monday before 5pm
1663752	resolved	8/14/2023 15:27		8/28/2023	Code Issue	15414 Mauna Loa Ln Jersey Village 77040	Trash observed at curb on Monday before 5pm
1663726	resolved	8/14/2023 15:18		8/28/2023	Code Issue	15305 Mauna Loa Ln Jersey Village 77040	Tree brush observed at curb on Monday before 5pm
1663708	resolved	8/14/2023 15:11		8/28/2023	Code Issue	15334 Colwyn Ln Jersey Village 77040	Tree brush at curb on Monday before 5pm
1663661	resolved	8/14/2023 14:53		8/22/2023	Code Issue	15914 Congo Ln Jersey Village 77040	Tree brush observed in yard
1663565	assigned	8/14/2023 14:16	--		Code Issue	15810 Juneau Ln Jersey Village 77040	Rubbish observed on side of residence
1663481	resolved	8/14/2023 13:51		8/22/2023	Code Issue	15709 Congo Ln Jersey Village 77040	Parked on grass
1660439	resolved	8/11/2023 16:23		8/16/2023	Code Issue	15814 Seattle St Jersey Village 77040	Rv observed in driveway
1660390	resolved	8/11/2023 15:59		8/25/2023	Code Issue	17824 Northwest Fwy Jersey Village 77065	Litter observed on lot
1660188	assigned	8/11/2023 14:24	--		Code Issue	15713 Acapulco Dr Jersey Village 77040	Fence missing picket
1660171	resolved	8/11/2023 14:17		8/29/2023	Code Issue	15721 Juneau Ln Jersey Village 77040	Low trees over street
1660087	resolved	8/11/2023 13:33		8/22/2023	Code Issue	16113 Congo Ln Jersey Village 77040	Tree brush observed
1660034	resolved	8/11/2023 13:14		8/14/2023	Code Issue	16209 Singapore Ln Jersey Village 77040	Rv observed in driveway
1658701	assigned	8/10/2023 16:10	--		Code Issue	15405 Shanghai St Jersey Village 77040	Trash at curb on Thursday before 5pm
1658678	assigned	8/10/2023 16:01	--		Code Issue	15717 Australia St Jersey Village 77040	Trash at curb on Thursday before 5pm
1658641	resolved	8/10/2023 15:41		8/17/2023	Code Issue	16125 Singapore Ln Jersey Village 77040	Rubbish observed in right of way and driveway

1658633	resolved	8/10/2023 15:40	8/14/2023	Code Issue	16210 Singapore Ln Jersey Village 77040	Rv in driveway day 1
1658230	resolved	8/10/2023 13:16	8/15/2023	Code Issue	16030 Crawford St Jersey Village 77040	Tree brush observed in front awn
1658192	assigned	8/10/2023 13:05	--	Code Issue	16402 Crawford St Jersey Village 77040	Trailer observed in driveway
1658124	assigned	8/10/2023 12:44	--	Code Issue	Seattle Slew Dr Houston 77065	High grass and weeds contacted BHA via email
1656793	resolved	8/9/2023 16:06	8/24/2023	Code Issue	15302 Ashburton Dr Jersey Village 77040	Rv observed in driveway
1656728	resolved	8/9/2023 15:42	8/22/2023	Code Issue	8413 Hawaii Ln Jersey Village 77040	Low trees over street a nov will be mailed
1656694	resolved	8/9/2023 15:25	8/22/2023	Code Issue	16417 Wall St Jersey Village 77040	Dumpster observed in driveway no permit issued
1656665	assigned	8/9/2023 15:17	--	Code Issue	16310 Tahoe Dr Jersey Village 77040	Trees low over street a nov will be mailed
1656635	resolved	8/9/2023 15:05	8/21/2023	Code Issue	16109 Tahoe Dr Jersey Village 77040	Rubbish observed in front of garage nov will be mailed
1656600	resolved	8/9/2023 14:49	8/24/2023	Code Issue	16301 St Helier St Jersey Village 77040	Boat observed in driveway
1656577	resolved	8/9/2023 14:37	8/22/2023	Code Issue	15718 Lakeview Dr Jersey Village 77040	Trailer observed in driveway
1654703	resolved	8/8/2023 15:21	8/22/2023	Code Issue	16006 Singapore Ln Jersey Village 77040	Rubbish observed in driveway
1654637	resolved	8/8/2023 14:51	8/22/2023	Code Issue	15802 Acapulco Dr Jersey Village 77040	Vehicle parked in grass
1654572	assigned	8/8/2023 14:24	--	Code Issue	16109 Seattle St Jersey Village 77040	Rv observed in driveway
1654297	resolved	8/8/2023 12:41	8/21/2023	Code Issue	8713 Wyndham Village Dr Jersey Village 77040	Low trees over street
1654240	resolved	8/8/2023 12:21	8/23/2023	Code Issue	15314 Philippine St Jersey Village 77040	For sale in right of way
1654233	resolved	8/8/2023 12:20	8/9/2023	Code Issue	16425 Smith St Jersey Village 77040	For sale sign in right of way
1654210	resolved	8/8/2023 12:14	8/14/2023	Code Issue	8406 Achgill St Jersey Village 77040	Trees over street
1652969	assigned	8/7/2023 16:01	--	Code Issue	8414 N Tahoe Dr Jersey Village 77040	Trailer observed in driveway
1652913	resolved	8/7/2023 15:40	8/16/2023	Code Issue	15801 Jersey Dr Jersey Village 77040	Trash/rubbish observed at the curb on a Monday before 5pm
1652845	assigned	8/7/2023 15:11	--	Code Issue	16237 Seattle St Jersey Village 77040	Trash at curb on Monday before 5om
1652824	assigned	8/7/2023 15:06	--	Code Issue	16229 Seattle St Jersey Village 77040	Trash at curb on Monday before 5pm
1652782	assigned	8/7/2023 14:58	--	Code Issue	16122 Seattle St Jersey Village 77040	Trash at curb on Monday before 5pm
1652770	resolved	8/7/2023 14:53	8/17/2023	Code Issue	16002 Seattle St Jersey Village 77040	Rubbish tree brush observed in front yard
1652643	assigned	8/7/2023 14:01	--	Code Issue	15 Peachtree Ct Jersey Village 77064	Rubbish observed in driveway
1649515	resolved	8/4/2023 14:50	8/22/2023	Code Issue	15905 Congo Ln Jersey Village 77040	Trailer observed in driveway
1649499	resolved	8/4/2023 14:43	8/11/2023	Code Issue	15925 Congo Ln Jersey Village 77040	Low trees over street congo and senate. Low trees over sidewalk as well
1649468	assigned	8/4/2023 14:26	--	Code Issue	16125 Congo Ln Jersey Village 77040	Low trees over street and sidewalk
1649461	assigned	8/4/2023 14:23	--	Code Issue	16126 Congo Ln Jersey Village 77040	Low tree branches over street
1649453	resolved	8/4/2023 14:21	8/11/2023	Code Issue	16202 Congo Ln Jersey Village 77040	Low trees over sidewalk
1649435	resolved	8/4/2023 14:12	8/29/2023	Code Issue	16425 Singapore Ln Jersey Village 77040	Low trees over street
1649401	resolved	8/4/2023 13:59	8/23/2023	Code Issue	15706 Singapore Ln Jersey Village 77040	Low trees over the street
1649022	assigned	8/4/2023 11:03	--	Code Issue	15302 Lakeview Drive Jersey Village	Violation of Section 70-3 observed. NOV was mailed.
1648910	assigned	8/4/2023 10:20	--	Code Issue	16202 Tahoe Dr Jersey Village 77040	This is the same truck that was on the trailer I reported a couple days ago. The resident at 16218 Tahoe brought this vehicle into JV and has since moved it 4 times from 16210 Tahoe to 16201 Crawford to 16130 Tahoe to 16202 Tahoe. Why doesn't he parked it at his house? Seems he's trying to avoid detection and avoid the 24 hour time limit for parking in the street. I wanted to inform you now rather a day later so you can speak to him if the time limit is exceeded. Picture was taken at 9:28 a.m. today. If you watch repairs will probably start this weekend so he can avoid a visit from your department.
1648128	resolved	8/3/2023 16:36	8/3/2023	Code Issue	16401 Lakeview Dr Jersey Village 77040	15 signs removed
1648066	resolved	8/3/2023 16:10	8/10/2023	Code Issue	15403 Philippine St Jersey Village 77040	Signage in right of way and trash at curb on Thursday before 5pm
1648017	resolved	8/3/2023 15:49	8/7/2023	Code Issue	16113 St Helier St Jersey Village 77040	Tree brush observed at curb on Thursday not properly bundled
1648006	resolved	8/3/2023 15:43	8/4/2023	Code Issue	8221 N Tahoe Dr Jersey Village 77040	Brush observed over sidewalk
1647947	resolved	8/3/2023 15:18	8/9/2023	Code Issue	15713 Jersey Dr Jersey Village 77040	Notary sign observed in window
1647894	resolved	8/3/2023 15:01	8/9/2023	Code Issue	15910 Elwood Dr Jersey Village 77040	Rubbish observed in front of garage
1647826	assigned	8/3/2023 14:26	--	Code Issue	16 Oakmont Ct Jersey Village 77064	Trash observed at curb on Thursday before 5pm
1647790	resolved	8/3/2023 14:14	8/17/2023	Code Issue	108 Cherry Hills Dr Jersey Village 77064	Trash observed at curb on Thursday before 5pm
1647782	resolved	8/3/2023 14:10	8/17/2023	Code Issue	41 Cherry Hills Dr Jersey Village 77064	Trash at curb on Thursday before 5pm
1647525	canceled	8/3/2023 12:26	--	Code Issue	16210 Tahoe Dr Jersey Village 77040	Parked in the street since 11 a.m. on August 2. Now parked beyond the allowed 24 hours, suv belongs to the resident at 16218 Tahoe.
1647277	assigned	8/3/2023 11:01	--	Code Issue	15402 congo ln Jersey Village	low trees over street violation observed 8/2/2023

1647120	resolved	8/3/2023 10:07	8/17/2023	Code Issue	5 Spyglass Ct Jersey Village 77064	#5 Spyglass Ct has trash out, on a non-trash pickup day (Thursday).
1647118	resolved	8/3/2023 10:05	8/17/2023	Code Issue	1 Spyglass Ct Jersey Village 77064	#1 Spyglass Ct has trash (on the sidewalk), on a non trash day (Thursday).
1646967	assigned	8/3/2023 9:09	--	Code Issue	8521 Kari Ct Jersey Village	low trees over street. violation found 8/1/2023
1646390	assigned	8/2/2023 18:02	--	Code Issue	15313 leeds Jersey Village	Dead shrubs/hedges along front of house. They have been dead for a year. This is an eyesore as well as a violation of city ordinance.
1646217	resolved	8/2/2023 16:41	8/2/2023	Code Issue	16010 Seattle St Jersey Village 77040	8 signs removed
1646179	resolved	8/2/2023 16:23	8/14/2023	Code Issue	15802 Singapore Ln Jersey Village 77040	Trailer observed in driveway
1645970	canceled	8/2/2023 14:55	--	Code Issue	16102 Congo Ln Jersey Village 77040	Low trees over street
1645945	resolved	8/2/2023 14:44	8/22/2023	Code Issue	15422 Congo Ln Jersey Village 77040	Low trees over street
1645461	resolved	8/2/2023 11:57	8/4/2023	Code Issue	15830 Northwest Freeway Jersey Village	Giant plywood sign with City of Houston Mayor
1645368	resolved	8/2/2023 11:33	8/15/2023	Code Issue	1 Pebble Beach Ct Jersey Village 77064	Low trees over sidewalk
1645186	assigned	8/2/2023 10:37	--	Code Issue	11011 Pleasant Colony Dr Jersey Village 77065	Low trees over street spoke with Jessica she was informed of tree violations verbally. A nov will be mailed
1645181	assigned	8/2/2023 10:36	--	Code Issue	17635 Village Green Dr Jersey Village 77040	Low trees over street
1645063	canceled	8/2/2023 9:54	--	Code Issue	16210 Tahoe Dr Jersey Village 77040	Trailer arrived last night about 9:30 p.m. Belongs to the resident at 16218 Tahoe. Bringing in yet another vehicle to work on in his driveway.
1644283	resolved	8/1/2023 16:52	8/9/2023	Code Issue	15806 Jersey Dr Jersey Village 77040	Parked on grass
1644228	canceled	8/1/2023 16:28	--	Code Issue	8601 Kari Ct Jersey Village 77040	Low trees over street
1644175	resolved	8/1/2023 16:11	8/14/2023	Code Issue	15718 Honolulu St Jersey Village 77040	Vehicle parked on grass
1644115	resolved	8/1/2023 15:48	8/14/2023	Code Issue	15518 Mauna Loa Ln Jersey Village 77040	Trailer observed in driveway
1643788	assigned	8/1/2023 13:44	--	Code Issue	15902 Congo Ln Jersey Village 77040	Low trees over street a nov will be mailed
1643760	resolved	8/1/2023 13:32	8/7/2023	Code Issue	15518 Shanghai St Jersey Village 77040	Low trees over street
1643722	assigned	8/1/2023 13:14	--	Code Issue	16333 Acapulco Dr Jersey Village 77040	Low tree branches over street
1643655	assigned	8/1/2023 12:54	--	Code Issue	16122 Acapulco Dr Jersey Village 77040	Tree brush observed in front lawn
1643637	resolved	8/1/2023 12:50	8/14/2023	Code Issue	16118 Acapulco Dr Jersey Village 77040	Low trees over street
1643494	assigned	8/1/2023 11:58	--	Code Issue	16218 Tahoe Dr Jersey Village 77040	Day 4 trailer in driveway

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, HELD ON AUGUST 21, 2023, AT 7:00 P.M. IN THE CIVIC CENTER, 16327 LAKEVIEW, JERSEY VILLAGE, TEXAS.

A. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

The meeting was called to order by Mayor Warren at 7:00 p.m. with the following present:

Mayor, Bobby Warren	City Manager, Austin Bless
Council Member, Drew Wasson	City Secretary, Lorri Coody
Council Member, Sheri Sheppard	City Attorney, Justin Pruitt
Council Member, Michelle Mitcham	
Council Member, James Singleton	
Council Member, Jennifer McCrea	

Council Member, Michelle Mitcham participated in the meeting via videoconference call.

Staff in attendance: Robert Basford, Assistant City Manager; Isabel Kato, Finance Director; Kirk Riggs, Chief of Police; Mark Bitz, Fire Chief; Abram Syphrett, Director of Innovation; Laura Capps, Human Resource Manager; and Miesha Johnson, Community Development Manager.

B. INVOCATION, PLEDGE OF ALLEGIANCE

1. Prayer and Pledge by Dr. Averri LeMalle, Lead Pastor, Champion Forest Jersey Village

C. PRESENTATIONS

1. None

D. CITIZENS' COMMENTS

Citizens who have signed a card and wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and City Council Members are prevented from discussing the subject and may respond only with statements of factual information or existing policy. Citizens are limited to five (5) minutes for their comments to the City Council. *Mayor*

Mayor Warren called the Consent Agenda out of order as follows:

Rick Faircloth, 16010 Lakeview Drive, Jersey Village (713) 466-8065 – Mr. Faircloth spoke to City Council about golf carts. He made reference to a fatal golf cart accident in Town Lake, stating that he feels something like this can happen in Jersey Village. He is concerned about safety, especially for children riding in these carts. He does not feel that safety is being practiced. He noticed a cart with two (2) car seats on the backside of a cart. He mentioned that some are operating without the correct registration tags on their cart.

He also spoke to the upcoming decision on the bond election. He wants that those over 65 be exempt from any increase in taxes. He does not support including many projects into one proposition. He feels that projects should be separated into separate propositions so voters can vote on each project.

REGULAR MEETING OF THE CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS – AUGUST 21, 2023

Kimberly Henao, 15601 Singapore Lane, Jersey Village, Texas (832) 689-9878 – Ms. Henao gave her 3rd installment on the history of Jersey Village. She gave historic information about the happenings in the City in 1994.

G. CONSENT AGENDA

The following items are considered routine in nature by the City Council and will be enacted with one motion and vote. There will not be separate discussion on these items unless requested by a Council Member, in which event the item will be removed from the Consent Agenda and considered by separate action.

Each Consent Agenda item appears below with background information. Item 5 was pulled from the Consent Agenda for further discussion. Accordingly, Item 5 contains discussion information as well as Council's vote, if applicable. The vote on Item 5 is found at the end of the Consent Agenda.

- 1. Consider approval of the Minutes for the Work Session Agenda held on July 14, 2023, the Regular Session Meeting held on July 17, 2023, and the Special Session held on July 20, 2023, and July 24, 2023.**
- 2. Consider Resolution No. 2023-38, designating the Harris County Tax Assessor-Collector's Office to calculate the no-new-revenue tax rate and the voter approval tax rate in accordance with the Texas Tax Code.**

BACKGROUND INFORMATION:

The Texas Tax Code at Sections 26.04(c) and 26.17(e) now require an officer or an employee designated by the governing body to calculate the no-new-revenue tax rate and the voter-approval tax rate for the taxing unit after the assessor submits the certified appraised roll.

Harris County Tax Assessor-Collector's Office is qualified to calculate the no-new-revenue tax rate and the voter-approval tax rate for the City of Jersey Village in accordance with Section 26.04(c) and 26.17(e) of the Texas Tax Code.

This item is to designate the Harris County Tax Assessor-Collector's Office as the City's officer to calculate the no-new-revenue tax rate and the voter-approval tax rate for the City of Jersey Village in accordance with Section 26.04(c) and 26.17(e) of the Texas Tax Code.

RESOLUTION NO. 2023-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, DESIGNATING THE HARRIS COUNTY TAX ASSESSOR-COLLECTOR'S OFFICE TO CALCULATE THE NO-NEW-REVENUE TAX RATE AND THE VOTER APPROVAL TAX RATE IN ACCORDANCE WITH THE TEXAS TAX CODE.

REGULAR MEETING OF THE CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS – AUGUST 21, 2023

3. **Consider Resolution 2023-39, adopting a policy permitting consideration of applications for depository services from banks, credit unions, or savings associations that are not doing business within the city.**

BACKGROUND INFORMATION:

Chapter 105 of the Texas Local Government Code establishes requirements and procedures for the City of Jersey Village (the City) to the award of one or more contracts for depository services.

The City Council must adopt a written policy permitting the consideration of applications for depository services from banks, credit unions, or savings associations that are not doing business within the city.

The City Council has determined that there are too few banks, credit unions, or savings associations doing business within the city to foster meaningful competition for depository services.

The City Council finds that adopting a policy to permit the consideration of applications for depository services from banks, credit unions, or savings associations that are not doing business within the city is in the best interest of the City for establishing a depository.

RESOLUTION NO. 2023-39

A RESOLUTION OF THE CITY OF JERSEY VILLAGE, TEXAS, ADOPTING A POLICY PERMITTING CONSIDERATION OF APPLICATIONS FOR DEPOSITORY SERVICES FROM BANKS, CREDIT UNIONS, OR SAVINGS ASSOCIATIONS THAT ARE NOT DOING BUSINESS WITHIN THE CITY.

4. **Consider Resolution No. 2023-40, receiving the 2023 calculations for the no-new-revenue tax rate and the voter-approval tax rate, which were calculated using the certified estimate of taxable value required by Section 26.04 (c-2) of the Tax Code.**

BACKGROUND INFORMATION:

The 86th Legislature passed SB2, which made substantial changes to the Tax Code. One of the major changes involves calculating the no-new-revenue tax rate (formally known as the effective tax rate) and the voter-approval tax rate (formally known as the rollback rate) based upon a certified estimate of taxable value as set out in the Tax Code at Section 26.04 (c-2).

The City of Jersey Village has designated the Harris County Tax Assessor-Collector (Harris County) to perform the calculations of the no-new-revenue tax rate and the voter-approval tax rate in accordance with Section 26.04(c) of the Texas Tax Code.

On July 27, 2023, these calculations were received by the City from Harris County and were distributed to City Council in accordance with 26.04(e).

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On August 14, 2023, the City was notified by Harris County that they discovered an error in their calculations regarding Line 3B of the 2023 HCAD Tax Rate Worksheet and the corresponding Line 10B of the State Comptroller’s Tax Rate Exemptions Partial Exemption line. However, the Tax Assessor-Collector advised that since the error was made on a worksheet that is a stand-alone report and is generated independently from normal tax roll processing, their July 25th certified estimates and the supporting recaps are correct. They went on to inform us that the error was not just a Jersey Village error but affected School Districts and many other local jurisdictions to include but not limited to the following:

Jur No	Jurisdiction
040	Harris County
041	HC Flood Control District
042	Port of Houston
043	HC Hospital District
044	HC Dept of Education
045	Lone Star College
046	Lee Jr College District
047	San Jacinto College District
048	Houston Community College
051	City of Baytown
062	City of Humble
067	City of League City
070	City of Jersey Village
075	City of Piney Point
125	The Woodlands Township
633	HC ESD 009
635	HC ESD 016
640	HC ESD 014
641	HC ESD 010
665	HC ESD 015

In consideration of this error in the calculations required by Section 26.04 (c-2) of the Texas Tax Code, the documents that the Council will need to receive under this item are as follows:

- 2023-07-25 – Tax Code 2601a1 2023 Certified Estimates
- 2023-07-27 – Section 26.04 (c-2) Calculations
- 2023-08-14 – Harris County’s email notification concerning calculation errors
- 2023-08-14 – Section 26.04 (c-2) Corrected Calculations

This item is to receive the 2023 calculations as corrected for the no-new-revenue tax rate and the voter-approval rate.

RESOLUTION NO. 2023-40

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE 2023 CALCULATIONS OF THE NO-NEW-REVENUE TAX RATE AND THE VOTER-APPROVAL TAX RATE, WHICH WERE CALCULATED USING THE CERTIFIED ESTIMATE OF TAXABLE VALUE REQUIRED BY SECTION 26.04 (C-2) OF THE TAX CODE.

5. Consider Ordinance 2023-19, adopting the utility rate study and rate calculation methods; amending the code of ordinances of the City of Jersey Village, Texas, Chapter 70, Utilities, by amending certain articles and sections of Chapter 70 to provide for amendments to water and wastewater rate schedules; providing a severability clause; providing for repeal; providing a penalty as provided by Section 1-8 of the Code; and providing an effective date.

BACKGROUND INFORMATION:

This rate study was undertaken by the City Manager to ensure the rate structure that is in place is adequate to meet the needs of the utility fund and the city in the coming years. The last rate study was completed by an outside firm in 2020, at a cost of approximately \$50,000. Since that time inflation and product costs have risen dramatically. Water and sewerage maintenance in U.S. city average, all urban consumers, seasonally adjusted Consumer Price Index (CPI) increased by 11.94% from January 2020 to January 2023.

This study incorporates the 10-year Capital Improvement Plan for the City that is already in place. We are currently utilizing Jones and Carter to assist us with an update Capital Improvement Plan for our utilities. That plan is being done in conjunction with our Impact Fee Study and should be completed in early 2024.

The study recommends a rate structure adjustment to recover the costs to provide the services and capital necessary to maintain the system.

In order to achieve the revenue projections needed to meet our projected expenditures and capital improvements the following annual adjustments are recommended.

Annual Adjustment For Each Service For All Rate Classes					
	FY24	FY25	FY26	FY27	FY28
Water Base Fee	20%	0%	0%	0%	5%
Water Volume Fee	15%	10%	10%	10%	10%
Waste Water Base Fee	20%	0%	0%	0%	5%
Waste Water Volume Fee	15%	10%	10%	10%	10%

Those adjustments would lead to the following rate amounts:

Residential Rates	FY23	FY24	FY25	FY26	FY27	FY28
Basic monthly service CHG	\$12.50	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.75
0-3,000 Gallons	\$4.97	\$ 5.72	\$ 6.29	\$ 6.92	\$ 7.61	\$ 8.37

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3,001 - 6,000 Gallons	\$6.22	\$ 7.15	\$ 7.87	\$ 8.66	\$ 9.52	\$ 10.47
6,001 - 12,000 Gallons	\$7.59	\$ 8.73	\$ 9.60	\$ 10.56	\$ 11.62	\$ 12.78
12,001 - 25,000 Gallons	\$9.50	\$ 10.93	\$ 12.02	\$ 13.22	\$ 14.54	\$ 16.00
Over 25,000 Gallons	\$14.24	\$ 16.38	\$ 18.01	\$ 19.81	\$ 21.80	\$ 23.98

Residential Sprinkler	FY23	FY24	FY25	FY26	FY27	FY28
Basic monthly service CHG	\$12.50	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.75
0 - 6,000 Gallons	\$7.59	\$ 8.73	\$ 9.60	\$ 10.56	\$ 11.62	\$ 12.78
6,001 - 19,000 Gallons	\$9.50	\$ 10.93	\$ 12.02	\$ 13.22	\$ 14.54	\$ 16.00
Over 19,000 Gallons	\$14.24	\$ 16.38	\$ 18.01	\$ 19.81	\$ 21.80	\$ 23.98

Commercial	FY23	FY24	FY25	FY26	FY27	FY28
Basic monthly service CHG	\$54.35	\$ 65.22	\$ 65.22	\$ 65.22	\$ 65.22	\$ 68.48
All Usage	\$8.37	\$ 9.35	\$ 10.28	\$ 11.31	\$ 12.44	\$ 13.69

Commercial Sprinkler	FY23	FY24	FY25	FY26	FY27	FY28
Basic monthly service CHG	\$54.35	\$ 65.22	\$ 65.22	\$ 65.22	\$ 65.22	\$ 68.48
All Usage	\$7.21	\$ 8.29	\$ 9.12	\$ 10.03	\$ 11.04	\$ 12.14

Commercial—Outside city	FY23	FY24	FY25	FY26	FY27	FY28
Basic monthly service CHG	\$424.00	\$508.80	\$508.80	\$508.80	\$508.80	\$534.24
First 3,000 gallons	\$10.60	\$ 12.19	\$ 13.41	\$ 14.75	\$ 16.22	\$ 17.85
Over 3,000 gallons	\$10.60	\$ 12.19	\$ 13.41	\$ 14.75	\$ 16.22	\$ 17.85

Commercial sprinkler— Outside city	FY23	FY24	FY25	FY26	FY27	FY28
Basic monthly service CHG	\$424.00	\$508.80	\$508.80	\$508.80	\$508.80	\$534.24
First 3,000 gallons	\$10.60	\$ 12.19	\$ 13.41	\$ 14.75	\$ 16.22	\$ 17.85
Over 3,000 gallons	\$10.60	\$ 12.19	\$ 13.41	\$ 14.75	\$ 16.22	\$ 17.85

Residential Rates	FY23	FY24	FY25	FY26	FY27	FY28
Basic monthly service CHG	\$19.46	\$23.35	\$23.35	\$23.35	\$23.35	\$24.52
0-3,000 Gallons	\$ 4.32	\$ 4.97	\$ 5.46	\$ 6.01	\$ 6.61	\$ 7.27
3,001 - 6,000 Gallons	\$4.63*	\$ 6.21	\$ 6.83	\$ 7.51	\$ 8.27	\$ 9.09
6,001 - 12,000 Gallons		\$ 7.76	\$ 8.54	\$ 9.39	\$10.33	\$11.37
12,001 - 25,000 Gallons		\$ 9.70	\$10.67	\$11.74	\$12.91	\$14.21
Over 25,000 Gallons		\$12.13	\$13.34	\$14.68	\$16.14	\$17.76

Commercial	FY23	FY24	FY25	FY26	FY27	FY28
Basic monthly service CHG	\$28.48	\$34.18	\$34.18	\$34.18	\$34.18	\$35.88

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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All Usage	\$ 5.19	\$ 5.97	\$ 6.57	\$ 7.22	\$ 7.94	\$ 8.74
Commercial —Outside city	FY23	FY24	FY25	FY26	FY27	FY28
Basic monthly service CHG	\$424.00	\$508.80	\$508.80	\$508.80	\$508.80	\$534.24
All Usage	\$10.60	\$12.19	\$13.41	\$14.75	\$16.22	\$17.85

Current FY23 Wastewater Rates for Residential are anything over 3,000 Gallons at \$4.63. The study also recommends moving away from an average sewer bill, which takes water usage during the winter months and averages that usage for the purposes of calculating a sewer bill, and bills sewer costs based on everything that goes through the meter. Residential customers that have an irrigation system connected to the same water meter as their home would be charged sewer usage for all water that goes through the meter. They could avoid the sewer costs by getting a second meter solely for their irrigation system.

Council engaged in discussion about the importance of having a second meter for irrigation. It saves money because the resident is not paying for the waste water costs.

There were questions when the new rates go into effect. City Manager Bless stated that the new rates will go into effect October 1, 2023. Additionally, it was mentioned that the City of Houston will raise rates again in April 2024 and the new rates being considered tonight are included or take into account any increases in April of 2024.

Mayor Warren stated that no one wants to pay more, but the cost of water is increasing just as all other goods are increasing. We need to continue to maintain our infrastructure to avoid issues later.

With no further discussion on the matter, Council Member Singleton moved to approve Ordinance 2023-19, adopting the utility rate study and rate calculation methods; amending the code of ordinances of the City of Jersey Village, Texas, Chapter 70, Utilities, by amending certain articles and sections of Chapter 70 to provide for amendments to water and wastewater rate schedules; providing a severability clause; providing for repeal; providing a penalty as provided by Section 1-8 of the Code; and providing an effective date. Council Member Wasson seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and McCrea

Nays: None

The motion carried.

ORDINANCE NO. 2023-19

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS; ADOPTING THE UTILITY RATE STUDY AND RATE CALCULATION METHODS; AMENDING THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, TEXAS,

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CHAPTER 70, UTILITIES, SECTION 77 TO PROVIDE FOR AMENDMENTS TO WATER AND WASTEWATER RATE SCHEDULES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; PROVIDING A PENALTY AS PROVIDED BY SECTION 1-8 OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

- 6. Consider Ordinance 2023-20, amending Chapter 66, Article II, Section 66-41 of the Code of Ordinances of the City of Jersey Village; providing a penalty; providing for severability; providing for publication; and providing an effective date.**

BACKGROUND INFORMATION:

Dave Natras, on behalf of the Dillard family that owns several buildings on Dillard Drive, reached out to the Building Official to discuss the possibility of adding “on street parking” to Dillard Drive. Currently Dillard Drive is four lanes. City staff has researched the reasoning behind the four lanes and at this point in time has not found any documentation as to why it was four lanes rather than two lanes with “on street parking.”

The building official has worked with the engineer they utilized to review these types of requests. The engineer finds no problems with changing Dillard Drive to a two-lane road with “on street parking.” City Staff, including the Assistant City Manager, the Community Development Manager and myself, have discussed this with the Building Official. We see no issues with converting an area of Dillard Drive to have “on street parking.”

I have been contacted by at least one business owner in the buildings along Dillard Drive and they are supportive of adding “on street parking.” They cite the fact the buildings are full, and parking can be limited at certain times as reasons they support the “on street parking.”

The proposal is to have 8'x20' striped spaces, 30' from the stop sign and 15' from each side of birth fire hydrants. A layout of that plan is included in the meeting packet for this agenda item.

Staff has also noticed historically people do already park on Dillard Drive, near the Social Security Administration Building. Staff feels there is no draw back to providing for “on street parking” to that part of Dillard Drive as well.

ORDINANCE NO. 2023-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING CHAPTER 66, ARTICLE II, SECTION 66-41 OF THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

- 7. Consider Ordinance No. 2023-23, amending the Capital Replacement Fund Balance for the fiscal year beginning October 1, 2022, and ending September 30, 2023, in the**

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amount not to exceed \$10,500 by increasing line item 07-73-6573 (Capital Outlay, Computer Equipment) by \$10,500 to replace the City’s current premises-based telephone system with a cloud hosted system; and authorizing the City Manager to enter into a contract with Nextiva, Inc.

BACKGROUND INFORMATION:

The City’s current telephone system is a premises-based system and lacks the functionality needed to integrate with newer technologies that allow the City to grow and better serve our staff and residents.

With new technologies coming online every day, moving to a cloud hosted telephone system will enable the City to add functionality that currently is not available with our current system, such as easily integrating a chat bot feature.

After researching various options, the services of Nextiva, Inc. stood out. This company combines communication channels of voice, video, collaboration, SMS/MMS, and surveys so needed information is accessed at the right time in order to enhance experiences by producing results. They are known for their reliability, easy setup, award-winning support, and expertise. Their system is secure and scalable.

Included in the meeting packet is a quote for Nextiva’s services. It breaks down the non-recurring and recurring costs for replacing the City’s current premises-based telephone system with a cloud hosted system.

The non-recurring, one-time cost for the equipment and installation is \$10,500. The Communications Department has been saving money in the Capital Replacement Fund for several years and has accumulated \$175,000 as of budget year 2022-2023. The Budget Transfer Request for this item is to move the money from the Capital Replacement Fund savings into line item 07-73-6573 (Capital Outlay, Computer Equipment) in order to pay for the equipment and installation costs of this project.

In terms of the recurring monthly cost of \$2,270.67 along with the cost of \$889.51 for taxes/fees, these costs will be paid out of the monies currently budgeted to pay for the City’s phone services. Therefore, no additional funds are needed for the recurring costs. The taxes/fees for FCC Regulatory Fee, State E911 Surcharge, County E911, etc. are fees that the City is not excluded from paying. The quote does list State and local taxes, but those *should* all be cancelled in the final monthly billings.

Also included in the meeting packet is Nextiva Service Agreement. By approving Ordinance 2023-23, City Council is authorizing the City Manager to enter into this agreement with Nextiva, Inc.

ORDINANCE NO. 2023-23

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE CAPITAL REPLACEMENT FUND BALANCE FOR THE FISCAL YEAR

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BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, IN THE AMOUNT NOT TO EXCEED \$10,500 BY INCREASING LINE ITEM 07-73-6573 (CAPITAL OUTLAY, COMPUTER EQUIPMENT) BY \$10,500 TO REPLACE THE CITY'S CURRENT PREMISES-BASED TELEPHONE SYSTEM WITH A CLOUD HOSTED SYSTEM; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NEXTIVA, INC.

Item 5 was removed from the consent agenda. The discussion and vote for the removed item can be found under the appropriate Consent Agenda item. The vote for the remaining items NOT removed from the Consent Agenda is as follows:

Council Member Wasson moved to approve items 1 through 4, 6 and 7 on the Consent Agenda. Council Member McCrea seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and McCrea

Nays: None

The motion carried.

After processing the Consent Agenda out of order, Mayor Warren resumed the regular order of the agenda as follows:

E. FISCAL 2023-2024 MUNICIPAL BUDGET AND TAX RATE ITEMS

1. Discuss and take appropriate action concerning any final changes to the proposed 2023-2024 Municipal Budget.

Isabel Kato, Finance Director, introduced the item. Background information is as follows:

Section 102-007 of the Local Government Code provides that upon closing the public hearing on the proposed municipal budget, the governing body of the municipality shall take action on the proposed budget. In doing so, the governing body may make any changes to the budget that it considers warranted by the law that is in the best interest of the municipal taxpayers.

City Council held the public hearing on the 2023-2024 Municipal Budget on July 17, 2023, and postponed adopting the budget until August 21, 2023.

Additionally, on July 17, 2023, City Council passed Resolution No. 2023-37, setting the maximum proposed ad valorem tax rate of \$0.855245 per \$100 value, as this was the rate used to calculate revenues for the proposed budget that was the subject of the public hearing held on July 17, 2023.

Since the public hearing, on July 25, 2023, under Tax Code Section 26.01(a-1), the Harris County Chief Appraiser has provided us with an estimate of taxable property and our tax assessor has calculated the no-new-revenue tax rate and the voter-approval tax rate based upon these certified estimates as follows:

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PROPOSED TAX RATE	\$0.855245 per \$100
NO-NEW-REVENUE TAX RATE	\$0.652541 per \$100
VOTER-APPROVAL TAX RATE	\$0.767816 per \$100

Taking into consideration this updated information, this item is to provide City Council the opportunity to discuss and provide for any needed changes to the 2023-2024 municipal budget before adopting same.

Additionally, after reviewing the calculations based upon the certified estimates, Staff recommends a budget for FY 2023-2024 based upon a lower tax rate of \$0.7425 per \$100 value as opposed to the rate of \$0.855245 which was initially used for the proposed budget reviewed during the public hearing on July 17, 2023.

If City Council agrees with Staff’s recommendation, the following changes to the FY 2023-2024 Municipal Budget are required:

01-10-7201 Current Property Taxes	\$389,729
01-11-3057 Dental Insurance	\$407.68
01-12-6001 Automobile Liability	\$1,066
01-12-6003 Liability Fire & Casualty	\$4,000
01-12-6005 Surety Bonds	\$66
01-12-9760 Transfer to CIP Fund	\$320,000
01-13-3057 Dental Insurance	\$222.04
01-15-3057 Dental Insurance	\$185.64
01-16-3057 Dental Insurance	\$92.82
01-19-5057 Dental Insurance	\$258.44
01-21-3057 Dental Insurance	\$2,180.36
01-21-6003 Liability Fire & Casualty	(\$600.00)
01-23-3057 Dental Insurance	\$609.70
01-25-3057 Dental Insurance	\$1,384.88
01-30-3057 Dental Insurance	\$36.54
01-31-3057 Dental Insurance	\$222.04
01-32-3057 Dental Insurance	\$314.86
01-33-3057 Dental Insurance	\$185.64
01-38-3057 Dental Insurance	\$36.40
01-38-5052 Concert Series	\$4,000
01-39-3057 Dental Insurance	\$573.30
02-45-3057 Dental Insurance	\$145.60
02-45-6001 Insurance Vehicles	(\$4,640)
03-50-7201 Current Property Taxes	(\$7,592)
10-90-9751 Transfer from Gen Fund	\$320,000
10-91-7032 Rehab/Repair Storm Water	\$50,000
10-91-7095 Fire Station Remodel	\$220,000
10-91-7137 Sidewalk Replacement & Add	\$50,000

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10-91-7148 Decorative Street Lights	\$100,000
11-81-3057 Dental Insurance	\$389.10
11-82-3057 Dental Insurance	\$422.62
11-88-3057 Dental Insurance	\$36.40

Council engaged in discussion about the proposed changes as outlined above. Some wondered about the increase in dental costs. City Manager Bleess explained that these rates did increase somewhat.

With no further discussion on the matter, Council Member McCrea moved to approve the City of Jersey Village 2023-2024 budget revisions which include a change in the General, Utility, Debt Service, Capital Improvement and Golf Course Fund. Council Member Sheppard seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and McCrea

Nays: None

The motion carried.

2. Consider Ordinance No. 2023-17, adopting the City of Jersey Village municipal budget for fiscal year 2023-2024.

Isabel Kato, Finance Director, introduced the item. Background information is as follows:

Council has held the public hearings on the proposed budget for fiscal year 2023-2024 and the proposed budget has been filed with the City Secretary.

Section 102-007 of the Local Government Code requires that upon conclusion of the public hearing on the budget, the City Council shall take action on the proposed budget. In addition, a vote to adopt the budget must be a record vote.

Staff recommends that Council adopt a budget for fiscal year 2023-2024 that includes the recommended changes discussed in the previous item.

With limited discussion on the matter, Council Member Singleton moved to approve Ordinance No. 2023-17, adopting the City of Jersey Village municipal budget for fiscal year 2023-2024. Council Member Sheppard seconded the motion. The record vote follows:

Council Member Wasson:	Aye	Council Member Singleton:	Aye
Council Member Sheppard:	Aye	Council Member Mccrea:	Aye
Council Member Mitcham:	Aye		

Mayor Warren, although present, did not vote.

The motion carried.

ORDINANCE NO. 2023-17

REGULAR MEETING OF THE CITY COUNCIL
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AN ORDINANCE APPROVING AND ADOPTING THE BUDGET OF THE CITY OF JERSEY VILLAGE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; MAKING APPROPRIATIONS AS REFLECTED IN SAID BUDGET; MAKING CERTAIN FINDINGS AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

3. Conduct a separate vote to ratify the property tax increase reflected in the 2023-2024 budget adopted on August 21, 2023.

Isabel Kato, Finance Director, introduced the item. Background information is as follows:

Council has adopted a budget that will raise more total property taxes than last year's budget by \$1,006,769 a 13.55% increase from last year's budget, and of that amount \$106,816 is tax revenue to be raised from new property added to the tax roll this year.

Section 102.007(c) of the Local Government Code states that a governing body adopting a budget that requires raising more revenue from property taxes than in the previous year, must conduct a separate vote to ratify the property tax increase reflected in the newly adopted budget.

This vote must be a record vote that is in addition to and separate from the vote adopting the budget or the vote required to set the tax rate that is provided for by Chapter 26, Tax Code, or other law.

With limited discussion on the matter, Council Member Singleton moved to ratify the property tax increase of 13.55% reflected in the newly adopted municipal budget for fiscal year 2023-2024. Council Member Wasson seconded the motion. The record vote follows:

Council Member Wasson:	Aye	Council Member Singleton:	Aye
Council Member Sheppard:	Aye	Council Member McCrea:	Aye
Council Member Mitcham:	Aye		

Mayor Warren, although present, did not vote.

The motion carried.

4. Conduct Public Hearing on proposed tax rate increase.

Mayor Warren opened the public hearing at 7:24 p.m. in order to give all interested persons the right to express support for or opposition to the proposed tax rate of \$0.855245 per \$100; a rate that exceeds the lower of the voter-approval rate or the no-new-revenue rate. The tax rate that is required for the budget that was presented tonight is \$0.7425.

After opening the meeting, he called upon Isabel Kato, Finance Director to summarize the subject of the public hearing. Ms. Kato gave information outlining the proposal to set the tax rate at \$0.7425 per \$100; a rate that exceeds the lower of the voter-approval rate or the no-new-revenue rate.

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She also gave information about the error that Harris County made in the calculation, stating that the only change was a slight decrease in the no-new-revenue tax rate from \$0.652541 per \$100 to \$0.649058 per \$100. However, as noted by Harris County, since the error was made on a worksheet that is a stand-alone report and is generated independently from normal tax roll processing, their July 25th certified estimates and the supporting recaps are correct.

In completing the Finance Director's summary, Mayor Warren called upon those signing up to speak as follows:

Jim Fields, 16413 St. Helier, Jersey Village (713) 206-1184 – Mr. Fields spoke to City Council about the salaries for City employees. He pointed out that Parks and Recreation salaried are among the top five in value. He felt that we need to focus more on employees from our streets, water, and sewer departments. He made comments about how the City matches two to one for retirement. He feels it should be a one to one match. He also talked about the salaries for the police and building maintenance. He feels the increases are too much.

With no other persons signing up to speak to express support for or opposition to the proposed tax rate of \$0.855245 per \$100; a rate that exceeds the lower of the voter-approval rate or the no-new-revenue rate, Mayor Warren closed the public hearing at 7:31 p.m.

5. Discuss and consider approval of a motion to set the tax rate for debt service for tax year 2024.

BACKGROUND INFORMATION:

Adoption of the debt service tax rate must be a separate item on the agenda for the meeting. The Council must adopt the debt service tax rate by official action and the rate must equal the calculated and described debt service rate outlined in Section 26.04 (e) (3) (c) of the Tax Code.

The staff recommends that Council adopt the debt service tax rate of \$.102215 per \$100 value for the tax year 2024.

With limited discussion on the matter, Council Member McCrea moved to approve setting the Debt Service tax rate of \$.102215 per \$100 value for the year 2024. Council Member Singleton seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and McCrea

Nays: None

The motion carried.

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6. Discuss and consider approval of a motion to set the tax rate for maintenance and operation for tax year 2024.

BACKGROUND INFORMATION:

Adoption of the maintenance and operation tax rate must be a separate item on the agenda for the meeting. The adoption of this tax rate will take place after adopting the budget for the year.

A Maintenance and Operation (M&O) tax rate of \$.640285 per \$100 value for the tax year 2024 is needed to fund the 2023-2024 Municipal Budget.

However, the Governing Body is permitted to set an M&O tax rate not higher than \$.665601, which is the Voter Approval M&O Tax Rate.

With limited discussion on the matter, Council Member Singleton moved to approve setting the Maintenance and Operation tax rate of \$.640285 per \$100 value for the year 2024. Council Member McCrea seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and McCrea

Nays: None

The motion carried.

7. Consider Ordinance No. 2023-18, providing for the levy and collection of ad valorem taxes by the City of Jersey Village, Texas, for the year 2024.

BACKGROUND INFORMATION:

Council is required to adopt the ordinance setting the tax rate for debt service; setting the tax rate for maintenance and operation; and setting the total tax rate for the year 2024.

In setting the 2024 ad valorem tax rate, the Governing Body may not set a tax rate that exceeds the voter approval rate of \$0.767816 which, if set, is effectively a 19.15 percent increase in the tax rate compared to last year.

In setting the rate, it should be noted that if a rate of \$.7425 is used it is effectively a 15.22 percent increase in the tax rate compared to last year, either one of these rates are needed to fund the 2023-2024 Municipal Budget.

All these rates exceed the no-new-revenue tax rate and the standard voter-approval tax rate, but not the unused increment voter-approval tax rate. The standard voter-approval tax rate may be adjusted by using the City's unused increment from prior years as allowed by Section 26.013 of the Tax Code. The "unused increment rate" is the difference between the adopted tax rate and the voter-approval rate accumulated over a three-year period. Using this banked unused increment rate allows us to exceed the standard voter-approval rate without automatically triggering an election.

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The vote on the ordinance setting a tax rate that exceeds the no-new-revenue tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance.

A motion to adopt an ordinance setting a tax rate that exceeds the no-new-revenue tax rate must be made in the following form:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.____ which is effectively a ____ percent increase in the tax rate."

With limited discussion on the matter, Council Member Singleton moved to approve Ordinance No. 2023-18, providing for the levy and collection of ad valorem taxes by the City of Jersey Village, Texas, for the year 2024. I further move that property taxes be increased by the adoption of a tax rate of \$0.7425, which is effectively a 15.22 percent increase in the tax rate. Council Member McCrea seconded the motion. The record vote follows:

Council Member Wasson:	Aye	Council Member Singleton:	Aye
Council Member Sheppard:	Aye	Council Member McCrea:	Aye
Council Member Mitcham:	Aye		

Mayor Warren, although present, did not vote.

The motion carried.

ORDINANCE NO. 2023-18

AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES BY THE CITY OF JERSEY VILLAGE, TEXAS, FOR THE YEAR 2023; PROVIDING FOR THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

At this point in the agenda, Mr. Fields stated from the audience that he did not get an opportunity to speak during Public Comments. Accordingly, Mayor Warren called for a motion to allow Mr. Fields to give his Public Comment at this time.

Council Member Singleton moved to allow Mr. Fields to give his Public Comments at this time in the meeting. Council Member Wasson seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and McCrea

Nays: None

The motion carried.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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Jim Fields, 16413 St. Helier, Jersey Village (713) 206-1184 - Mr. Fields wanted the residents to decide if the Employee Retirement Plan should be changed from 25 to 20 years. He is concerned about the cost of health insurance for retired staff. He mentioned that the electronic speed signs are not working properly and that streetlights are on all the time on Rio Grande. He also stated that the detention pond is largely overgrown on the County side, City shrubs are dying and need water, and there are several code violations that need to be addressed. He complained about the staff at the City Pool, stating that they are non-caring and do not pay attention to swimmers and he mentioned that on several occasions he did not receive a response when writing to City Staff with his concerns.

Mayor Warren encouraged Mr. Fields to send him an email if he does not get a response from City Staff. He also mentioned that on Code Enforcement, it is not just on City Staff. If residents know of violations they should report same to Staff with as much detail as possible.

F. CITY MANAGER’S REPORT

City Manager Bless gave his monthly report follows. Council pointed out that the golf course clubhouse build is well underway. There were questions about the city app that permits residents to report issues. City Manager Bless stated that the app is working.

1. **Monthly Fund Balance Report, Enterprise Funds Report, Governmental Funds Report, Property Tax Collection Report – June 2023, General Fund Budget Projections as of July 2023, and Utility Fund Budget Projections – July 2023**
2. **Fire Departmental Report and Communication Division’s Monthly Report**
3. **Police Department Monthly Activity Report, Staffing/Recruitment Report, and Police Open Records Requests**
4. **Municipal Court Collection Report, Municipal Court Activity Report, Municipal Court Courtroom Activity Report, Speeding and Stop Sign Citations within Residential Areas Report, and Court Proceeds Comparison Report**
5. **Public Works Departmental Status Report**
6. **Golf Course Monthly Report, Golf Course Financial Statement Report, Golf Course Budget Summary, and Parks and Recreation Departmental Report**
7. **Code Enforcement Report**

Before calling the Regular Agenda, Mayor Warren called item 5 on the Consent Agenda for discussion. Council’s discussion and vote can be found in the Consent portion of these minutes.

H. REGULAR AGENDA

1. **Consideration and approval of an Ordinance 2023-21, calling a Bond Election to be held within the City of Jersey Village, Texas; making provisions for the Conduct and the giving of Notice of the Election; and containing other provisions related thereto.**

Austin Bless, City Manager, introduced the item. Background information is as follows:

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The City Council is authorized to call a Bond Election to submit propositions to voters in the City to determine whether the City Council shall be authorized to issue bonds of the City in the amounts and for the following purposes:

- Pool/Parks for \$19,000,000
- Water/Sewer for \$15,855,000
- Road/Bridge for \$18,045,000

The City will enter into one or more Election Agreements with the Harris County Elections Administrator for election services connected to this election.

This item is to call the Bond Election, authorize the posting and publication of the Notice of Election and authorize the Election Agreement with Harris County.

Council engaged in discussion about the wording of the propositions. Some felt that they need to be broken out in more detail. City Manager Bless was concerned about changing the wording at this time given the timing, stating that any changes in the language will need to be approved by the Texas Attorney General, translated, and then uploaded into the Harris County Portal. These steps may take more time than we have in order to get the propositions on the November ballot.

Financial Advisor John Robuck stated that today is the last day to call a bond election. He also confirmed that a change in the language would need to be approved by the Texas Attorney General and given time constraints it may not be possible at this time.

There was also discussion about the pools and parks. It was discussed during the last meeting. Combining the projects provides economy of scale savings. City Manager Bless stated that combining the other items makes it easier to distribute the funds across the various projects when cost overruns are encountered. He also pointed out that having each street as a proposition is not a common practice.

Mr. Robuck pointed out that there is a limited number of words for each proposition (650 characters). However, there will be a voter information sheet that lists the projects that will be funded should the propositions pass. The Harris County deadline for bond language is August 30, 2023.

Council encouraged all residents/voters to read the voter information concerning these propositions. It was also pointed out that just because the propositions pass it does not mean that City Council will go out for bond for the entire amounts.

It was pointed out that Propositions B and C are things we need to do. Proposition A contains things that we want and things that we need. It would be nice to have them split out; however, due to time constraints with election deadlines, it may be difficult at this time.

With no further discussion on the matter, Council Member McCrea moved to approve Ordinance 2023-21, calling a Bond Election to be held within the City of Jersey Village,

REGULAR MEETING OF THE CITY COUNCIL
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Texas; making provisions for the Conduct and the giving of Notice of the Election; and containing other provisions related thereto. Council Member Sheppard seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and McCrea

Nays: None

The motion carried.

ORDINANCE NO. 2023-21

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY OF JERSEY VILLAGE, TEXAS; MAKING PROVISIONS FOR THE CONDUCT AND THE GIVING OF NOTICE OF THE ELECTION; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

2. Discuss and take appropriate action concerning the canvassing of the November 7, 2023, election results.

Lorri Coody, City Secretary, introduced the item. Background information is as follows:

Harris County has set the following schedule for canvass materials:

Monday	November 20	13 th day after ED	• Central Count Board Finalized the Official Election Results
Tuesday	November 21	14 th day after ED	• Canvass deadline for November Election

With this in mind, we will need to conduct the canvass on November 21 which is the last day to conduct the canvass especially given that we will most likely not get the final results from Harris County until late on November 20 or early on November 21, 2023.

According to the Election Code at Section 67.004(a), two members of the City Council constitute a quorum for purposes of canvassing the election.

Given that the schools are closed this week and many of you may be away for the Thanksgiving Holidays, we need to discuss if we will have a full Council for the canvass or if we will just proceed with two members as provided by Section 67.004 of the Election Code.

If we proceed with a full Council, we will need to decide if we will only perform the canvass on November 21 or if we will conduct the Regular Session City Council Meeting on this date as well as opposed to November 27, 2023, which is our current date for the August Regular Session of City Council.

This item is to provide Staff with direction as to the Council’s wishes concerning the canvass of the November 7, 2023, election.

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Council engaged in discussion about which date to conduct the canvass for the November 7, 2023 Election. After discussing same, it was the consensus of Council that the canvass of the November 7, 2023, election should be held on November 21, 2023 at 6:00 p.m.

- 3. Conduct a public hearing, pursuant to Texas Government Code, Section 854.202(h)(2), for the purpose of receiving oral comments from any interested person(s) concerning the proposal to allow an eligible City of Jersey employee who is a member of the Texas Municipal Retirement System to retire and receive a service retirement benefit if the member has at least 20 years of credited service performed for one or more municipalities that have authorized eligibility.**

Mayor Warren opened the public hearing being held pursuant to Texas Government Code, Section 854.202(h)(2) for the purpose of receiving oral comments from any interested person(s) concerning the proposal to allow an eligible City of Jersey employee who is a member of the Texas Municipal Retirement System to retire and receive a service retirement benefit if the member has at least 20 years of credited service performed for one or more municipalities that have authorized eligibility at 8:14 pm.

Mayor Warren gave background information about the retirement system. We are currently a 25-year system, meaning staff can retire after 25 years of service. Health care is not included. Out of 923 cities in the TMRS Program there are 220 cities that are 25 years cities, while 703 are 20-year cities. This is the only area where Jersey Village does not fall into the majority with what other cities offer.

Laura Capps, Human Resource Manager, gave background information concerning the Retirement System. It was pointed out by Council that most cities in the area pay two to one contribution. Ms. Capps confirmed that most cities do have a two to one match. Ms. Capps explained that employees contribute 7% and the City contributes 14% of base salary. She explained the retirement process. The cost to the city will be approximately \$37,000.

With no one signing up to speak, Mayor Warren closed the public hearing being held pursuant to Texas Government Code, Section 854.202(h)(2) for the purpose of receiving oral comments from any interested person(s) concerning the proposal to allow an eligible City of Jersey employee who is a member of the Texas Municipal Retirement System to retire and receive a service retirement benefit if the member has at least 20 years of credited service performed for one or more municipalities that have authorized eligibility at 8:19 pm.

- 4. Consider Ordinance 2023-22, regarding retirement eligibility for the Texas Municipal Retirement System.**

Laura Capps, Human Resource Manager introduced the item. Background information is as follows:

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As we look to continue to be an employer of choice in the area so that we can best serve the residents and community, one idea that was looked at was our retirement option. We are with the Texas Municipal Retirement System (TMRS) and that is a fantastic program. We are currently a 25-year city, meaning that staff can retire after 25 years of service. The other option that TMRS offers is retirement after 20 years of service.

Out of 923 cities in the TMRS Program there are 220 cities that are 25 years cities, while 703 are 20-year cities. This is the only area where Jersey Village does not fall into the majority with what other cities offer.

With limited discussion on the matter, Council Member Singleton moved to approve Ordinance 2023-22, regarding retirement eligibility for the Texas Municipal Retirement System. Council Member Wasson seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and McCrea

Nays: None

The motion carried.

ORDINANCE NO. 2023-22

AN ORDINANCE AMENDING THE CITY OF JERSEY VILLAGE EMPLOYEE RETIREMENT PLAN TO CHANGE THE CITY'S PLAN PROVISIONS FROM 25 YEARS TO 20 YEARS WITH THE TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS).

- 5. Consider Resolution No. 2023-41, addressing scheduling conflicts for the Regular Session City Council Meetings to be held in February 2024 and October 2024 in order to accommodate scheduling conflicts with 2024 Harris County election activities.**

Lorri Coody, City Secretary, introduced the item. Background information is as follows:

Back in 2015, the City came to an oral agreement with Harris County, Texas concerning the use of our facility for election activities. We agreed that the County would use the U-Shaped Meeting Room during non-presidential election activities and the Civic Center Auditorium for presidential election activities.

Given that 2024 will be a presidential election year, there are a few scheduling conflict that will need to be addressed by the City Council before we are able to confirm the use of our facility with Harris County.

First Scheduling Conflict: Early Voting will be conducted for the presidential primary election beginning February 20 through March 1, 2024, in the Civic Center Auditorium in accordance with our agreement. This will mean that the voting machines will be set up for this entire time.

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The February Regular Session City Council Meeting is currently set for February 26, 2024, beginning at 7 PM. While voting will just be shutting down at 7 PM, there will still be after hour activity and the security of the machines will need to be maintained preventing the use of the U-Shaped Meeting Room for this Regular Session City Council Meeting.

I see the following solutions to the February 26, 2024, conflict:

1. We could move the February 26, 2024, Regular Session Council Meeting to February 12, 2024, keeping in mind that this move would be only three weeks' time away from the January 22, 2024, Regular Session City Council Meeting; or
2. We could begin the February 26, 2024, Regular Session City Council at 5:30 pm or 6:00 pm in the U-Shaped Meeting Room with a meeting end time of no later than 7:00 pm in order to keep voting equipment secure, keeping in mind that there would only be oral recordings of the meeting activities; or
3. We could hold the February 26, 2024, Regular Session City Council Meeting in the Fire Department Training Room, keeping in mind that this room only holds about 30 people and there would only be oral recordings of the meeting activities; or
4. We could hold the February 26, 2024, Regular Session City Council Meeting in the Fire Department Bay Area provided that the weather is agreeable; keeping in mind that there would only be oral recordings of the meeting activities.

Second Scheduling Conflict: Early Voting will be conducted for the presidential election beginning October 21 through November 1, 2024, in the Civic Center Auditorium in accordance with our agreement. This will mean that the voting machines will be set up for this entire time.

The October Regular Session City Council Meeting is currently set for October 21, 2024, beginning at 7 PM. While voting will just be shutting down at 7 PM, there will still be after hour activity and the security of the machines will need to be maintained preventing the use of the U-Shaped Meeting Room for this Regular Session City Council Meeting.

To resolve this conflict, we could move the October 21, 2024, Regular Session Council Meeting to October 14, 2024 (Four (4) weeks from the September 16, 2024, Meeting).

Council engaged in discussion about the best scheduling plan moving forward. Some suggested we could use the U-Shaped room and have attendees enter and exit through the hallway doors by the restrooms. Some were concerned that not having the meeting in the Civic Center means that there will be no recordings. Having the meeting on February 12 permits recording.

It was the consensus of Council to set the February 26, 2024 Regular Session City Council Meeting for February 12, 2024 at 7:00 p.m. and to set the October 21, 2024 Regular Session City Council Meeting for October 14, 2024 at 7:00 p.m.

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With no further discussion on the matter, Council Member Singleton moved to approve Resolution No. 2023-41, addressing scheduling conflicts for the Regular Session City Council Meetings to be held in February 2024 and October 2024 in order to accommodate scheduling conflicts with 2024 Harris County election activities. Council Member McCrea seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and McCrea

Nays: None

The motion carried.

RESOLUTION NO. 2023-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, ADDRESSING SCHEDULING CONFLICTS FOR THE REGULAR SESSION CITY COUNCIL MEETINGS TO BE HELD ON FEBRUARY 2024 AND OCTOBER 2024 IN ORDER TO ACCOMMODATE THE 2024 HARRIS COUNTY ELECTION ACTIVITIES.

The internet connection with Council Member Mitcham was lost at 8:31 p.m. Accordingly, she no longer participated in the rest of the meeting.

- 6. Consider Ordinance 2023-24, amending the General Fund Budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, in the amount not to exceed \$105,000 by increasing line item 01-39-6598 (Misc Equipment) \$55,000, increasing line item 01-33-6580 (Building and ground improvement) \$50,000, decreasing line item 01-39-3001 (Salaries) by \$55,000 and decreasing line item 01-33-3001 (Salaries) by \$50,000 to cover for the purchase of robotic mowers and to upgrade the employee gym located at the fire department; and authorizing the City Manager to purchase the equipment.**

Robert Basford, Assistant City Manager, introduced the item. Background information is as follows:

Due to staffing vacancies experienced throughout this fiscal year we are currently on pace to finish with a surplus in category 30 in two divisions. There is an opportunity to complete two projects with this surplus within their respective divisions.

The first is to purchase robotic mowers to assist the Parks Department with their mow schedule, allowing us to incorporate project days within our operating schedule. These mowers would be purchased from Husqvarna (buyboard contract 706-23) in the amount of \$41,119.87. This mower has been beta tested on the golf course and has produced desirable results. This project would also come with running power and building a docking station for the robots' protection while charging.

The second project would be a complete renovation of the employee gym located at the fire department. The equipment has reached the end of its life span and this project fits

REGULAR MEETING OF THE CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS – AUGUST 21, 2023

the needs of the fire department’s growing staff while also addressing another goal to provide excellent benefits to our employees. We would upgrade the treadmill, elliptical, add a stepper, add another power rack, and upgrade free weights/benches. The power rack would be purchased from Jacked Up Brands (sole source) in the amount of \$4,270.25 to match the existing rack and the remaining equipment would be purchased from Advanced Exercise (buyboard contract 665-22) in the amount of \$40,802.33. We also plan to add a few accessories, a tv and a speaker to complete this project.

The remainder of the money would be for minor expenses that are required to complete the process but is within the purchasing authority of the Department Heads or City Manager. It is for such things like painting the workout room, building small huts and a pad for the mowers, solar power items for the mowers, etc.

Council engaged in discussion about how the workout room will help improve employee health. It was also pointed out that the mowers are a great idea since it automates this task providing more time for employees to engage in critical thinking tasks. Assistant City Manager Basford explained the various equipment to be purchased. The original workout equipment that has lasted for many years was donated and second hand. The equipment is for all employees. It is a popular benefit.

With no further discussion on the matter, Council Member Singleton moved to approve Ordinance 2023-24, amending the General Fund Budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, in the amount not to exceed \$105,000 by increasing line item 01-39-6598 (Misc Equipment) \$55,000, increasing line item 01-33-6580 (Building and ground improvement) \$50,000, decreasing line item 01-39-3001 (Salaries) by \$55,000 and decreasing line item 01-33-3001 (Salaries) by \$50,000 to cover for the purchase of robotic mowers and to upgrade the employee gym located at the fire department; and authorizing the City Manager to purchase the equipment. Council Member Sheppard seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Singleton, and McCrea

Nays: None

The motion carried.

ORDINANCE NO. 2023-24

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, IN THE AMOUNT NOT TO EXCEED \$105,000 BY INCREASING LINE ITEM 01-39-6598 (MISC EQUIPMENT) \$55,000, INCREASING LINE ITEM 01-33-6580 (BUILDING AND GROUND IMPROVEMENT) \$50,000, DECREASING LINE ITEM 01-39-3001 (SALARIES) BY \$55,000 AND DECREASING LINE ITEM 01-33-3001 (SALARIES) BY \$50,000 TO COVER FOR THE PURCHASE OF ROBOTIC MOWERS AND TO UPGRADE THE

REGULAR MEETING OF THE CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS – AUGUST 21, 2023

EMPLOYEE GYM LOCATED AT THE FIRE DEPARTMENT; AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE EQUIPMENT.

I. MAYOR AND COUNCIL COMMENTS

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Council Member Sheppard: Council Member Sheppard stated that the increases for salaries that were included in the budget are based upon salary surveys and the market. It is Council's desire that salaries for City Staff start at mid-range in order to be competitive in the market and to hire and retain competent and qualified individuals.

Council Member Wasson: Council Member Wasson agrees with the statements made by Council Member Sheppard concerning salaries. He added it is more expensive to replace a worker than it is to compensate fairly. He reminded all that school starts Monday, the first official football game is on the 24th, and he encouraged all residents to abide by the school zones.

Council Member Singleton: Council Member Singleton also mentioned that school is starting, so he encouraged all the be careful of students walking. He also mentioned that it is very dry and be extra careful so as not to start fires. He cautioned residents from comparing city departments and their importance to residents and the Council based upon one's salary because the setting of salaries is based upon the surveys and the market.

Council Member McCrea: Council Member McCrea had no comments.

Mayor Warren: Mayor Warren encouraged all to read his newsletter this month as it supports the salary increases and explains why. Residents have high expectations for the services and we are able to maintain those high expectations with highly qualified staff.

J. RECESS THE REGULAR SESSION

REGULAR MEETING OF THE CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS – AUGUST 21, 2023

Mayor Warren recessed the Regular Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.087 Deliberation Regarding Economic Development Negotiations, Sections 551.072 – Deliberations about Real Property and 551.071 – Consultations with Attorney at 8:43 p.m.

K. EXECUTIVE SESSION

- 1. Pursuant to the Texas Open Meeting Act Section 551.087 Deliberation Regarding Economic Development Negotiations, Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney a closed meeting to deliberate information from a business prospect that the City seeks to locate in Jersey Village TIRZ Number 2 and economic development negotiations, including the possible purchase, exchange or value of real property, related thereto.**

L. ADJOURN EXECUTIVE SESSION AND RECONVENE REGULAR SESSION

Mayor Warren adjourned the Executive Session at 10:15 p.m., and reconvened the Regular Session, stating that no final actions, decisions, or votes were had during the Executive Session.

M. ADJOURN

There being no further business on the agenda the meeting was adjourned at 10:15 p.m.



Lorri Coody, TRMC, City Secretary

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: F2

AGENDA SUBJECT: Review of Investment Policy

Department/Prepared By: Isabel Kato

Date Submitted: August 23, 2023

EXHIBITS: Resolution No. 2023-42
Exhibit A - Investment Policy

BUDGETARY IMPACT:	Required Expenditure:	\$0.00
	Amount Budgeted:	\$0.00
	Appropriation Required:	\$0.00

BACKGROUND INFORMATION:

The Texas State Legislature passed the Public Funds Investment Act in 1994 in response to financial crises in California caused when a public agency invested heavily in risky funds. To ensure public funds in Texas would not be placed in a similar situation, the act was drafted, defining the means and limitations public agencies must comply with before investing the funds. All local and state governments are bound by provisions dictated by the Public Fund Investment Act. All agencies covered by the Public Funds Investment Act must write an investment plan. This plan must address the safety of the investment and also list the types of funds into which the agency is entitled to invest. The Public Funds Investment Act places several requirements on investments made by public agencies. One of the allowable investment tools are the investment pools. All investment pools must be continuously rated at AAA or AAA-m by nationally recognized ratings agency. In the case of the City of Jersey Village, we invest in TexPool and in the City's depository bank Wells Fargo. Tex Pool currently provides investment services to over 2,000 communities throughout the State of Texas and it is also rated AAA-m by Standard & Poor's. This rating is the highest rating a local government investment pool can achieve.

Furthermore, The Texas Government Code, Public Funds Investment Act Section 2256.005(e) requires that Council review the City's investment policy and investment strategies not less than annually, and that Council adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

The investment policy submitted for Council Review with this item contains no changes from the policy last reviewed and approved by Council on September 12, 2022.

Staff recommends that the investment policy and investment strategies be reviewed and approved in accordance with the Public Funds Investment Act.

RECOMMENDED ACTION:

Motion: To approve Resolution 2023-42, reviewing and approving the investment policy and investment strategies used for city funds in compliance with the Texas Government Code.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

RESOLUTION NO. 2023-42

A RESOLUTION OF THE CITY OF JERSEY VILLAGE, TEXAS, REVIEWING AND APPROVING THE INVESTMENT POLICY AND INVESTMENT STRATEGIES USED FOR CITY FUNDS IN COMPLIANCE WITH THE TEXAS GOVERNMENT CODE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:

That the City of Jersey Village Investment Policy, a copy of which is attached hereto as “Exhibit A” and made a part hereof, is hereby reviewed and approved in compliance with the Texas Government Code, Public Funds Investment Act Section 2256.005(e).

PASSED AND APPROVED this the 18th day of September, A.D., 2023.

Bobby Warren, Mayor

ATTEST:

Lorri Coody, City Secretary



CITY OF JERSEY VILLAGE ADMINISTRATIVE PROCEDURES	
SUBJECT: Investment Policy	EFFECTIVE DATE: 12/16/96
DEPARTMENT HEAD APPROVAL: IK	ORIGINAL DATE:
CITY MANAGER APPROVAL: AB	REVIEW/APPROVE: 09/18/2023

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I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

General Statement

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. This policy will be reviewed at least annually according to Section 2256.005(e).

Funds Included

This investment policy applies to all financial assets of all funds of the City of Jersey Village, Texas, at the present time and any funds to be created in the future and any other funds held by the City, unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and any bank which may have a depository contract with the City.

City's Investment Officer

The City Finance Director shall be the City's investment officers. In accordance with Sec. 116.112(a, Local Government Code and/or Chapter 2256, Sec. 2256.005(f) and (g), the investment officer may invest City funds that are not immediately required to pay obligations of the City.

If the investment officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual, seeking to sell an investment to the City, the investment officer must file a statement disclosing that personal business interest or relationship with the Texas Ethics Commission and the City Council in accordance with Government Code 2256.005(i).

II. INVESTMENT OBJECTIVES

General Statement

The City will invest according to investment strategies for each fund that are adopted by City Council and in accordance with this investment policy and written administrative procedures and federal and state laws.

Safety and Maintenance of Adequate Liquidity

The City of Jersey Village is concerned with the return of its principal; therefore, safety of principal is a primary objective in any and all investment

The City's investment portfolio will be structured in conformance with an asset/liability management plan which provides for liquidity necessary to pay obligations as they become due.

Diversification

It will be the policy of the City of Jersey Village to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the City shall always be selected to provide for stability of income and reasonable liquidity.

Yield

It is the objective of the City to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

Maturity

Portfolio maturities will be structured to meet the obligations of the City first and then to achieve the highest return of interest. When the City has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the City is six months.

Quality and Capability of Investment Management

It is the City's policy to provide the training required by the Public Funds Act, Sec. 2256.008 and periodic training in investments for the City Investment Officer and subordinates through courses and seminars offered by professional organizations and associations in order to insure the quality, capability and currency of the City Investment Officer in making investment decisions. The investment officer shall attend at least one training session relating to the office's responsibility under the act within 12 months after assuming the duties of investment officer.

Investment Strategies

In accordance with the Public Funds Investment Act, Section 2256.005(d), a separate written investment strategy will be developed for each of the funds under the City of Jersey Village's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities of importance:

- (1) understanding of the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio;
- (6) yield; and

- (7) maturity restrictions.

Attachment A include investment strategies for all funds. In accordance with the Public Funds Investment Act, Section 2256.005(e), investment strategies will be reviewed at least annually. The review will be done within 90 days after September 30, the closing date of the City's fiscal year.

III. INVESTMENT TYPES

The City of Jersey Village Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law (Government Code 2256):

- A. Except as provided by Government Code 2256.009(b), the following are authorized investments:
 - (1) obligations of the United States or its agencies and instrumentalities;
 - (2) direct obligations of the State of Texas or its agencies and instrumentalities;
 - (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
 - (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities; and
 - (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

- B. Certificates of deposit if issued by a state or national bank domiciled in this state or a savings and loan association domiciled in this state and is:
 - (1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or
 - (2) secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b) of the Public Funds Investment Act; or

- C. A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, that:
 - (1) has a defined termination date;
 - (2) is secured by obligations described by Section 2256.009(a)(1) of the Public Funds Investment Act; and

- (3) requires the securities being purchased by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
- (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

Notwithstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

E. Eligible investments pools (as discussed in the Public Funds Investment Act, Sec. 2256.016-2256.019) if the City Council by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. The City by contract may delegate to TexPool the authority to hold legal title as custodian of investments purchased with its local funds.

Prohibited

The City of Jersey Village Investment Officer does not have authority to use any of the following investment instruments which are strictly prohibited:

- (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
- (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

IV. INVESTMENT RESPONSIBILITY AND CONTROL

Investment Institutions Defined

The City of Jersey Village Investment Officer shall invest City funds with any or all of the following institutions or groups consistent with federal and state law and the current depository bank contract:

- (1) any depository bank
- (2) Other state or national banks domiciled in Texas that are insured by FDIC
- (3) TexPool

Qualifications for Approval of Broker/Dealers

In accordance with 2256.005(k), a written copy of this investment policy shall be presented to any person seeking to sell to the City an authorized investment. The registered principal of the business organization seeking to sell an authorized investment shall execute an affidavit substantially to the effect that the registered principal has:

- (1) received and thoroughly reviewed the investment policy of the City; and
- (2) acknowledged that the City has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

The investment officer may not buy any securities from a person who has not delivered to the City an affidavit in substantially the form provided above according to Section 2256.005(1).

Standards of Operation

The City Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

Delivery Vs. Payment

It will be the policy of the City that all Treasury Bills, Notes and Bonds and Government Agencies' shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By so doing, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased.

Audit Control

The City of Jersey Village City Council, will have an annual financial audit of all City funds by an independent auditing firm, as well as an annual compliance audit of management controls on investments and adherence to the City established investment policies in accordance with Gov. Code 2256.005(m)

Standard of Care

In accordance with Government Code 2256.006, investments shall be made with the same judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the City.

V. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

Quarterly Report

In accordance with Government Code 2256.023, the Investment Officer shall prepare and submit to the City Council not less often than quarterly a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- (1) describe in detail the investment position of the City on the date of the report;
- (2) be prepared by the Investment Officer;
- (3) be signed by Investment Officer;
- (4) contain a summary statement of each pooled fund group that states the:
 - a. beginning market value for the reporting period;
 - b. additions and changes to the market value during the period; and
 - c. ending market value for the period;
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the City for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the City as it relates to:
 - a. the investment strategy expressed in the City's investment policy; and
 - b. relevant provisions of this chapter.
- (9) state the total rate of return.
- (10) state the Market Value of pledged securities.

Notification of Investment Changes

It shall be the duty of the City Investment Officers to notify the City Council of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

VI. INVESTMENT COLLATERAL SAFEKEEPING

Collateral or Insurance

The City of Jersey Village Investment Officer shall insure that all City funds are fully collateralized or insured consistent with federal and state law and the current depository contract. Unless the City approves a surety bond as provided by law, the depository bank shall secure the funds of the City by pledging with the City, subject to the approval of the City as to kind and value, "investment securities" as defined by Article 2529b-1, Vernon's Texas Civil Statutes.

The securities pledged shall be transferred to and held by hereinafter referred to as the "Safekeeping Bank". The securities pledged shall have a separate financial institution approved by the City, a market value greater than or equal to one hundred percent (100%) of the funds which the City may have on deposit at any one time, reduced by the amount of Federal Deposit Insurance Corporation (FDIC) insurance available. Should the market value of the securities pledged ever be less than one hundred percent (100%) of the funds secured, the Bank shall immediately cause additional securities approved by the City to be pledged with the City, in such aggregate amount as may be necessary to restore the market value of the securities pledged to one hundred percent (100%) of the amount of funds secured. The Bank shall have the right to substitute or withdraw pledged securities upon obtaining prior written approval of the City.

The City Council may, by written order, require the Depository bank to execute a new bond or pledge additional or other securities at any time the City Council considers it advisable or necessary for protection of the City. If the Depository Bank fails for any reason to comply within five (5) days of service of the order, the City may terminate this Contract. The City Council must approve all securities prior to their being pledged. Securities may only be released from pledge by resolution of the City Council. The City Council's executed resolution, or a certified copy thereof, constitutes written proof of the release.

Safekeeping

All purchased securities shall be held in safekeeping by the City, by a third party financial institution, or by the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the City or a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the City, by a third party financial institution, or a Federal Reserve Bank.

The security agreement(s) for all purchased securities will adhere to the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) § 1823(e), guidelines, which requires that to be valid against the FDIC a security agreement, including a pledge of collateral for a deposit, must satisfy the following requirements:

1. The pledge must be in writing.
2. The pledge agreement must be approved by the depository's board of directors or loan committee, and that approval must be reflected in the minutes of the board or committee.
3. The pledge agreement must be an official record of the depository from the time it was executed.

ATTACHMENT A

Investment Strategy

The City of Jersey Village maintains portfolios which utilize three specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium-term securities which will complement each other in a laddered or barbell maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each security.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.
- C. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The stated final maturity dates of securities held should not exceed the estimated project completion date.

The City may use TexPool, to accomplish this strategy.

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: F3

AGENDA SUBJECT: Consider Resolution No. 2023-xx, approving the 2023 Flood Insurance Assessment.

Department/Prepared By: Austin Bless

Date Submitted: August 18, 2022

EXHIBITS: Resolution No. 2023-43
EX A – 2023 Flood Insurance Assessment

BUDGETARY IMPACT:	Required Expenditure:	\$	0.00
	Amount Budgeted:	\$	0.00
	Appropriation Required:	\$	0.00

BACKGROUND INFORMATION:

As part of the Community Rating System (CRS) program the City of Jersey Village annually conducts a Flood Insurance Assessment (FIA). A FIA is an analysis of a community's level of flood insurance coverage that identifies where increased coverage would be beneficial.

As part of this, the City has collected information from the Community Information System on four main topics. Those topics are:

1. Insurance Overview
2. Policies by building occupancy
3. Policies by FIRM Zone
4. Pre- and post-FIRM policy summary

Overall the Jersey Village has 47% of its buildings covered by flood insurance. Of the buildings in the Special Flood Hazard Area (SFHA) the coverage rate is 60%. These rates have been steadily declining since 2019. Given the flooding our region has experienced over the past several years these rates could be higher.

Staff concludes that more efforts could be made to bring awareness to the need of flood insurance, especially to those in Zone X. As such staff is recommending more action be taken to increase awareness of flood insurance and encouragement of people to buy it. Staff will put more information about flood insurance in the JV Star and similar citywide outreaches. Staff will also send a letter to everyone in the SFHA.

The full assessment is made apart of the resolution as Exhibit A.

As Council will recall, the City is a member of the Community Rating System (CRS) at a level 7. Because of this, the average savings per policy in the SFHA is \$152 per year. Collectively the community saves \$88,908 on flood insurance because of this. We are currently working on becoming a Level 5 CRS Community which would save residents 25% on their flood insurance premiums compared to the 15% they receive today. That would be savings of \$253 for those in the SFHA and \$155,557 for the city as a whole.

RECOMMENDED ACTION:

Motion: To approve Resolution 2023-43, approving the 2023 Flood Insurance Assessment.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

RESOLUTION NO. 2023-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPROVING THE 2023 FLOOD INSURANCE ASSESSMENT.

WHEREAS, The City of Jersey Village is a part of the Community Rating System (CRS); and

WHEREAS, CRS recommends a Flood Insurance Assessment so trends in flood insurance may be easily tacked; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1. The City Council approves the 2023 Flood Insurance Assessment attached hereto as Exhibit A.

PASSED AND APPROVED this 18th day of September 2023.

Bobby Warren, Mayor

ATTEST:

Lorri Coody, City Secretary



Flood Insurance Assessment

As part of the Community Rating System (CRS) program the City of Jersey Village annually conducts a Flood Insurance Assessment (FIA). A FIA is an analysis of a community’s level of flood insurance coverage that identifies where increased coverage would be beneficial.

As part of this the City has collected information from the Community Information System on four main topics. Those topic are:

1. Insurance Overview
2. Policies by building occupancy
3. Policies by FIRM Zone
4. Pre- and post-FIRM policy summary

Level of Flood Insurance Coverage

In Jersey Village there are approximately 2,311 buildings. Of that number 728 are in a Special Flood Hazard Area (SFHA). The city has reviewed summary data for building occupancy, which provides the number of policies, the premium paid, and the amount of insurance coverage for four categories of buildings. City staff has also reviewed the average amount of coverage by category.

The data shows that most buildings that have flood insurance are fairly well covered. However, in the past year the number of policies in force has dropped by approximately 170, and by nearly 300 since 2019.

	Policies in Force	Premium	Insurance in Force	Average Coverage
Single Family	1,059	746,686	338,143,000	\$ 319,304
2-4 Family	-	-	-	\$ -
All other Residential	1	245	40,000	\$ 40,000
Non-Residential	23	51,952	11,391,000	\$ 495,261
Total	1,083	\$ 798,883.00	\$ 349,574,000	\$ 284,855

In reviewing the data based upon where the flood insurance policies exist it shows that not all buildings in the SFHA are covered. It also shows that there are many buildings in Zone X that are not covered. The data is below:

	Policies in Force	Premium	Insurance in Force
A1-30 & AE Zones	440	\$ 378,410.00	\$ 132,083,000.00
A Zones			
X Zone Standard	643	\$ 420,473.00	\$ 217,491,000.00
X Zone Preferred			
Total	1,083	\$ 798,883.00	\$ 349,574,000.00

A breakdown of buildings that have flood insurance

	Buildings in City	Insured Buildings	Percent of Buildings Insured
Buildings in SFHA	728	502	69%
Buildings in X	1583	749	47%
Total	2311	1251	54%

Staff concludes that more efforts could be made to bring awareness to the need of flood insurance, especially to those in Zone X. As such staff is recommending more action be taken to increase awareness of flood insurance and encouragement of people to buy it.

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST DISCUSSION FORM**

AGENDA DATE: September 18, 2023

AGENDA SUBJECT: Appointment of the City Health Officer

Department/ Lorri Coody, City Secretary

Prepared By:

Date Submitted: September 5, 2023

EXHIBITS: Resolution No. 2023-44

BUDGETARY IMPACT:	Required Expenditure:	\$	0,000.00
	Amount Budgeted:	\$	0,000.00
	Appropriation Required:	\$	0,000.00

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

State law requires that a city appoint to office a City Health Officer for a two year term and should be reappointed at the end of the term. Dr. Son Nguyen, Center Medical Director for Concentra Medical Centers has agreed to serve in this capacity.

Staff respectfully recommends the approval of the reappointment of Dr. Son Nguyen of Concentra Medical Centers for a term to expire September 30, 2025.

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2023-44, appointing Dr. Son Nguyen as Health Officer for the City of Jersey Village.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

RESOLUTION NO. 2023-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPOINTING CITY HEALTH OFFICER.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:

That Dr. Son Nguyen, Center Medical Director for Concentra Medical Centers shall serve in the capacity of City Health Officer for the City of Jersey Village for the term that begins on October 1, 2023, and expires on September 30, 2025.

PASSED AND APPROVED this the **18th** day of **September 2023**.

Bobby Warren, Mayor

ATTEST:

Lorri Coody, City Secretary



**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: F5

AGENDA SUBJECT: Nomination of Appraisal District Board Member

Department/Prepared By: Lorri Coody, City Secretary

Date Submitted: September 5, 2023

EXHIBITS: Resolution No. 2023-45
Harris County Appraisal District Letter

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Harris County Appraisal District has requested the City's participation in nominating a member for the Harris County Appraisal District's Board of Directors. Mike Sullivan presently serves on the Board and is seeking nomination for this position.

RECOMMENDED ACTION

MOTION: To approve Resolution No. 2023-45, nominating a candidate to serve on the Harris County Appraisal District's Board of Directors.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

RESOLUTION NO. 2023-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, NOMINATING A CANDIDATE FOR A POSITION ON THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT.

WHEREAS, those cities and towns other than the City of Houston within the Harris County Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris County Appraisal District for a term of office commencing on January 1, 2023, and extending through December 31, 2024, and;

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That Mike Sullivan, 4811 Shore Hills Drive, Kingwood, TX 77345, be, and he is hereby, nominated as a candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those cities and towns other than the City of Houston within the Harris County Appraisal District for a two year term of office commencing on January 1, 2023.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2023.

PASSED AND APPROVED this the **18th** day of **September 2023**.

Bobby Warren, Mayor

ATTEST:

Lorri Coody, City Secretary





**Harris Central Appraisal District
OFFICE OF CHIEF APPRAISER**

TO: PRESIDING OFFICERS OF TAXING UNITS
SERVED BY THE HARRIS CENTRAL APPRAISAL DISTRICT

FROM: ROLAND ALTINGER, CHIEF APPRAISER

SUBJECT: SELECTION OF APPRAISAL DISTRICT BOARD MEMBERS

DATE: AUGUST 24, 2023

Your taxing unit participates in selecting members of the Harris Central Appraisal District's (HCAD's) board of directors. The board is composed of six members who serve two-year terms, all of which expire on December 31, 2023. This memorandum describes the process of selecting directors for a term that begins on January 1, 2024. As the law currently stands, these newly selected directors will serve a two-year term. However, should the constitutional amendment proposed by H.J.R. 2 pass at the November 2023 general election, in accordance with Senate Bill 2, Section 5.13(d), the board members will serve a one-year term that begins January 1, 2024.

Functions of the Board

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district. The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals. There is no compensation for service on the appraisal district board of directors; however, directors are reimbursed for travel expenses if incurred. HCAD's board of directors typically meets once a month.

Participating Units

The current method of selecting directors was established by resolutions of the county, cities and school districts participating in the appraisal district in 1981. The method of selection was modified in 1991 after the law was changed to provide a voting entitlement to conservation and reclamation districts and has been modified to provide a voting entitlement for junior college districts. Sec. 6.031, Tax Code, authorizes an appraisal district to vary both the size and the method of selecting its board members.

The six members of the Harris Central Appraisal District's board of directors are selected as follows:

- One member appointed by the Harris County Commissioners Court.
- One member appointed by the Houston City Council.

- One member appointed by the board of trustees of the Houston Independent School District.
- One member appointed by votes of the governing bodies of the cities and towns other than Houston. Each governing body casts a single vote. The candidate who receives the most votes is elected.
- One member appointed by vote of the governing bodies of the school districts other than Houston Independent School District and by the governing bodies of the junior colleges with territory in Harris County. The governing body of each school district casts a single vote. The junior college districts collectively cast a single vote. The candidate who receives the most votes is elected.
- One member appointed by vote of the governing bodies of the conservation and reclamation districts that participate in the appraisal district. Each governing body casts a single vote. The candidate who receives the most votes is elected.

In the event the county appoints someone other than the county assessor-collector to the board, the county assessor-collector will serve ex officio in a non-voting capacity as a seventh member.

Board members whose terms expire December 31, 2023, are:

- Mike Sullivan, Chairman, representing cities & towns, except City of Houston
- Martina Lemond Dixon, Secretary, representing junior college districts and school districts other than Houston ISD
- Al Odom, Assistant Secretary, representing City of Houston
- Jim Robinson, Member, representing Harris County
- Kathy Blueford-Daniels, Member, representing Houston ISD
- Jonathan Cowen, Member, representing conservation and reclamation districts.

Eligibility Requirements

An individual must satisfy certain residency, employment, and conflict-of-interest requirements to be eligible to serve on the board of directors.

Residency. *The candidate must be a resident of Harris County, and must have resided in the county for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same as those for Harris County.*

Employment. An employee of a taxing unit served by the appraisal district may not serve on the board of directors, with one exception. An employee may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee would be *eligible* to serve on the board.

An individual is *ineligible* to serve on an appraisal district board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code (the "Tax Code") or of representing property owners for compensation in proceedings under the Tax Code in the appraisal district at any time during the preceding three years.

Conflict-of-interest. A candidate may not serve if the candidate is related to a person who is in the business of appraising property or representing property owners for a fee in proceedings in the appraisal district. Relatives barred are those within the second degree by consanguinity (blood) or affinity (marriage). These persons include spouse, children, brothers and sisters, parents, grandparents, and grandchildrer. The spouse's relatives in the same degree are also included.

A candidate who contracts with the appraisal district for any purpose, or who contracts with a taxing unit served by the district for a property tax related purpose, may not serve. The same rule applies to candidates who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). A candidate has a substantial interest if the candidate or the candidate's spouse has combined ownership of at least ten percent (10%) of the voting stock or shares of the business. A candidate also has a substantial interest if the candidate or the candidate's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

The appraisal district may not employ any person who is related to an appraisal district director within the second degree by affinity or by the third degree of consanguinity. This provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

Delinquent taxes. Texas law makes a person ineligible to serve as an appraisal district director if he or she has delinquent property taxes owing to any taxing unit for more than 60 days after the person knew or should have known of the delinquency.

Selection Procedures

The procedures for selecting members of the board of directors for a two-year*¹ term are as follows:

For Cities and Towns Other Than the City of Houston

The cities and towns other than the City of Houston appoint one member by majority vote of their governing body. The process for these cities and towns involves two steps: nomination and election.

Nomination

The governing body of each city and town has the right to nominate a single candidate for the position. To nominate, the governing body must adopt a resolution nominating the candidate by formal action. The presiding officer of the governing body must submit the nominee's name to the chief appraiser of the Harris Central Appraisal District prior to **October 15, 2023**. The presiding

*¹ , unless the constitutional amendment proposed by H.J.R. 2 passes at the November 2023 general election, then in accordance with Senate Bill 2, Section 5.13(d), the board of directors will serve a one-year term beginning January 1, 2024.

officer of the governing body of each city or town must provide a certified copy of the resolution and may include a cover letter naming the nominee.

Election

Before **October 30, 2023**, the chief appraiser will prepare a ballot listing the nominees in alphabetical order. The chief appraiser will deliver a copy of the ballot to the presiding officer of the governing body of each city or town.

Prior to December 1, 2023, each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes and submit a certified copy to the chief appraiser. *Ballots received by the chief appraiser after November 30 may not be counted.*

Prior to December 15, 2023, the chief appraiser will count the votes, declare the candidate who received the highest number of votes elected, and submit the results of the election to the governing body of each city and town, to the candidates nominated, and to the Secretary of HCAD’s Board of Directors. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

**For Junior Colleges and School Districts other than
The Houston Independent School District**

With the exception described below for junior college districts, exactly the same procedure described for cities and towns above applies to the selection of the member who represents junior college districts and school districts other than Houston ISD. The governing bodies of the school districts must nominate and elect following the deadlines and procedures described above. The four junior college districts with territory in Harris County may participate in the selection of the member who represents school districts other than Houston ISD and the junior colleges. However, the junior college districts collectively have the same voting authority as a single school district. See Sec. 6.031(b-1), Tax Code. The governing bodies of junior college districts may each nominate a candidate following the deadlines and procedures described above. However, the four junior colleges collectively have a single vote in the election. The governing body may cast a vote by resolution and file the resolution with the chief appraiser. The collective vote will be automatically cast for the candidate who receives the most votes from among the junior colleges. As an example, if one candidate receives three votes and another receives one vote, the junior colleges will be deemed to have collectively cast their vote for the candidate who received the three votes.

For Conservation and Reclamation Districts

The procedure and timetable for selecting the member who represents the conservation and reclamation districts are the same as that described above for small cities and school districts.

The conservation and reclamation districts that participate in the appraisal district may cast a single vote. The candidate who receives the most votes is elected.

**For Harris County, the City of Houston
And the Houston Independent School District**

Prior to December 1, 2023, the governing body of each of these entities appoints a single person to represent it on the board. Each governing body must formally adopt a resolution naming the person who will serve as a board member and submit it to the chief appraiser at the address shown below:

Roland Altinger
Chief Appraiser
Harris Central Appraisal District
13013 Northwest Freeway
P. O. Box 920975
Houston, Texas 77292-0975

To assist you in this process, I have enclosed a suggested form of resolution for the appointment of your representative to the board of directors of the Harris Central Appraisal District.

We invite your questions or comments on the board selection process. Please do not hesitate to call me at (713) 957-5299.

Sincerely,



Roland Altinger, RPA
Chief Appraiser

Attachments

Cc: HCAD Board Members
Tax Assessors
Attorneys

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF
THE CITY OF _____ TEXAS,
NOMINATING A CANDIDATE FOR A POSITION
ON THE BOARD OF DIRECTORS OF THE
HARRIS CENTRAL APPRAISAL DISTRICT

WHEREAS, those cities and towns other than the City of Houston within the Harris Central Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris Central Appraisal District for a term of office commencing on January 1, 2024; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore,

BE IT RESOLVED BY THE GOVERNING BODY OF _____

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____
_____ (address, zip code) _____ (phone

number), be, and he or she is hereby, nominated as a candidate for that position on the board of directors of the Harris Central Appraisal District to be filled by those cities and towns other than the City of Houston within the Harris Central Appraisal District for a two-year* term of office commencing on January 1, 2024.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District prior to October 15, 2023.

PASSED AND APPROVED this _____ day of _____, 2023.

Presiding Officer

ATTEST:

City Secretary

* Unless the constitutional amendment proposed by H.J.R. 2 passes at the November 2023 general election, then in accordance with Senate Bill 2, Section 5.13(d), it will be a one-year term beginning January 1, 2024.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: F6

AGENDA SUBJECT: Consider Resolution No. 2023-46, authorizing the City Manager to negotiate an agreement with Wells Fargo Bank, NA for depository services.

Department/Prepared By: Finance/Isabel Kato **Date Submitted:** August 31, 2023

EXHIBITS: Resolution No. 2023-46
EX A – Wells Fargo Bank, NA Agreement

BUDGETARY IMPACT:	Required Expenditure:	\$ 0.00
	Amount Budgeted:	\$ 0.00
	Appropriation Required:	\$ 0.00

CITY MANAGER APPROVAL: AB

BACKGROUND INFORMATION:

The current depository agreement between the City and Wells Fargo Bank, NA, which was issued for a three-year period, with two extensions expires September 30, 2023. A Request for Proposal for banking services was issued. Two banks responded with proposal, Stellar Bank and Wells Fargo Bank, NA.

In reviewing the proposal by Stellar Bank, immediately two areas of concern were identified. First, Stellar Bank began operations on February 21, 2023, because of a merger between Allegiance Bancshares, Inc. and Community Bank of Texas. Accordingly, this bank has been in operation for less than one year. Additionally, the bank utilizes old technology stating that the software provided by the bank must be compatible with Windows NT/XP.

Given the high-level of service we have previously received from Wells Fargo Bank, NA coupled with their high-level of technical functionality that is compatible with our INCODE financial software as well as several other departmental software applications with a financial component, Staff is recommending that the City remain with Wells Fargo Bank, NA.

This item is to authorize the City Manager to execute an agreement with Wells Fargo Bank, NA for depository services for a three-year term, which will expire on September 30, 2026 in substantially the form as attached as Exhibit A to the Resolution.

RECOMMENDED ACTION:

Motion: To approve Resolution No. 2023-46, authorizing the City Manager to negotiate an agreement with Wells Fargo Bank, NA for depository services.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

RESOLUTION NO. 2023-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH WELLS FARGO BANK, NA FOR DEPOSITORY SERVICES.

WHEREAS, the City has received proposals for the depository agreement; and

WHEREAS, the City has determined that the proposal of Wells Fargo Bank, NA should be accepted; **NOW THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:

Section 1. That the City Manager is authorized to negotiate on behalf of the City of Jersey Village an agreement with Wells Fargo Bank, NA for depository services for a three-year term, which will expire on September 30, 2026 in substantially the form as attached Exhibit A.

PASSED AND APPROVED this 18th day of **September 2023.**

Bobby Warren, Mayor

ATTEST:

Lorri Coody, City Secretary



City of Jersey Village

Response to Request for Application for Depository and Banking Services
RFA No. 2023-02

August 31, 2023

Submitted by:

Dane Hawkins
Senior Relationship Manager
713-319-1328
dane.hawkins@wellsfargo.com

Kevin Shepherd
Treasury Management Sales Consultant
469-834-5618
kevin.l.shepherd@wellsfargo.com



Dane Hawkins
Senior Relationship Manager

Wells Fargo Bank, N.A.
1000 Louisiana St.
Ninth Floor
Houston, TX 77002-5027

August 31, 2023

Isabel Kato
City of Jersey Village
16501 Jersey Dr.
Jersey Village, TX 77040

Dear Isabel,

Wells Fargo is thankful for the opportunity to respond to your Request for Application (RFA) for Depository and Banking Services. As your incumbent provider, you know that we are a leader in providing banking services to government entities in Texas and across the country.

To support your current and long-term goals, we combine the right people, products, and processes to set the standard for excellence. Along with our ability to provide the products and services that are required by the City of Jersey Village (the City), we list a few highlights that makes our proposal stand out:

- Six months waived analysis charges during the first year of the new contract, up to \$6,000
- An aggressive managed earnings credit rate (ECR) of 2.50%
- Flexible liquidity options for excess balances including a managed interest-bearing rate of 1.25% or use of our automated sweep Government Money Market Mutual Fund (Institutional Share Class) with a current seven-day rate of 5.20%, as of August 21, 2023
- \$10,000 credit for supplies during the first year of contract, which could include deposit bags, check stock, endorsement stamps, and scanners for remote deposit capture of checks
- Waiver of all implementation fees for new services during the first year of the new contract for services we believe the City can benefit from both on the payables and receivables side
- Competitive line-item pricing

We have thoroughly reviewed the due diligence material you provided and are eager to continue serving as the City's banking provider. It would be an honor for Wells Fargo to be selected again as the City's depository banking provider.

Our proposal is valid for 180 days from the submission date.

Sincerely,

Dane Hawkins, Senior Relationship Manager
Government Banking

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

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Executive summary

As a respected government entity, the City has an obligation to safeguard the funds and personal information with which the public entrusts you. You must manage taxpayer dollars wisely, with integrity, and to the benefit of the diverse communities you serve every day.

You're also tasked with delivering quality services to your community on a tight budget and with limited resources — all while maintaining a high standard and under the scrutiny of your constituents and regulators.

By issuing your RFA, you've made clear your intention to work with the financial services institution that best reflects your financial goals, values, and strategic direction.

As you consider the next five-year depository cycle and look beyond, ask yourself which financial institution will provide the maximum benefit to the City in the following areas:

Safety of funds	Technology	Cyber risk controls	Online reporting
Liquidity of funds	Scalability	Automation	Business resiliency
Automated sweep with higher yield opportunity	Industry insight	Operating efficiencies	ECR and interest earned out of your demand deposit account (DDA) to maximize earning potential/reduce fees
Innovation	Fraud protection	Customer service	Payment consolidation

Wells Fargo wants to be that provider, as demonstrated by our commitment to:

Developing long-term relationships

We highly value our position as your current depository services provider and hope the City will again choose Wells Fargo to be your banking partner.

WELLS FARGO

Through previous conversations we've had with you, we know that you want a treasury services provider that will listen, learn, and advise. We listen to customers by providing valuable forums such as our customer advisory council. We learn through an initial business process review where we observe how you currently run your operations. We then advise by meeting with you regularly to discuss concerns and suggest improvements.

Based on our understanding of your go-forward vision, we're well positioned to provide the services detailed in your RFA. We also plan to build on our foundational relationship by not just telling you, but showing you, why and how Wells Fargo is the financial services provider you want by your side for years to come.

Solving problems with the right solutions

We're fully committed to supporting the City through innovative and automated services.

Based on our understanding of the City's current needs, future goals, and what the City values most in a banking provider, we've focused our response on the following solutions.

Goals	Solutions for the City
Cost savings	We provide a full suite of electronic services that have the potential to replace manual processes, helping to provide cost savings in the form of added efficiencies.
Visibility and control	You can track and manage your cash flow more effectively with our customizable information reporting.
Enhanced banking structure	The City can choose from several account structures that meet your needs, including subaccounting, sweep accounts, controlled disbursement, and other liquidity solutions designed to help improve your cash flow and balance sheet.
Strong banking relationship	The City's relationship team consists of tenured experts who use their government banking knowledge and experience to help you stay up to date on common challenges.
Dedicated service organization	Our client service officers are part of the treasury management organization and can assist with a wide range of inquiries.
Fraud prevention tools	We offer many solutions, such as positive pay, ACH fraud filter, and Payment Authorization that put controls in place to help prevent fraud.
Increased automation	Services like consolidated payables and receivables streams, faster payment methods, and embedded banking services such as application programming interface (API)s have the potential to reduce strain on information technology (IT) resources and accelerate automation.

Our proposal expands on each of these areas and provides further details on how we can meet your RFA requirements.

Focusing on what matters most to you

We recognize that there are many financial institutions competing for your business. However, we strongly believe that we’re best positioned to continue as your treasury services provider because we prioritize the things that matter most to you.

Here are some of the areas where we strive to differentiate ourselves from our competitors.

Pricing and incentives

Because of our valued relationship, we’re offering the City the following incentives:

- A competitive pricing proposal
- Six months waived analysis charges during the first year of the new contract, up to \$6,000
- An aggressive managed ECR of 2.50%
- Flexible liquidity options for excess balances including a managed interest-bearing rate of 1.25% or use of our automated sweep to a Government Money Market Mutual Fund (Institutional Share Class) with a current seven-day rate of 5.20%, as of August 21, 2023
- \$10,000 credit for supplies during the first year of contract, which could include deposit bags, check stock, endorsement stamps, and scanners for remote deposit capture of checks
- Waiver of all implementation fees for new services during the first year of the new contract for services we believe the City can benefit from both on the payables and receivables side

Industry leadership

Over the course of our 171-year history, we’ve been the recipient of many prestigious awards and accolades. Here’s a sampling of some of our most recent honors as judged by industry professionals.

Publication	Award
Global Finance “World’s Best Digital Bank Awards 2020”	Best Corporate/Institutional Digital Bank in North America: <ul style="list-style-type: none"> • Best Online Portal • Best Integrated Corporate Banking Site • Best Information Security and Fraud Management Best In Social Media Marketing and Services: <ul style="list-style-type: none"> • Best Open Banking APIs
Keynova Mobile Banking Scorecard	#1 in Mobile Web Banking Experience
2020 American Business Awards	Customer Service Department of the Year (Silver)

No transition required

As your longstanding treasury services provider, we can focus uniquely on fine-tuning your existing structure because we have implemented most of the services and solutions you require. Our special advantages are understanding your business, fully appreciating your needs and goals, and having a solid working relationship with your treasury team.

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This means we can get to work right away without the time-consuming process of account opening compliance and due diligence or the frustration and cost of implementation.

Experienced, dedicated relationship team

It's a major decision to select your financial provider. While technology is extremely important, people play a critical role in any successful banking relationship. You will continue working with a dedicated relationship team that includes the following:

- **Relationship Manager Dane Hawkins:** Dane will meet with the City on a regular basis, coordinate internal experts to provide solutions, resolve any of your concerns, and take responsibility for your satisfaction.
- **Treasury Management Sales Consultant Kevin Shepherd:** Kevin leads your treasury management team and provides customized solutions that make your financial processes easier and more efficient.
- **Relationship Associate Lori Reneau:** You can call Lori whenever Dane is out of the office. She can help you with account maintenance and signature changes.
- **Treasury Management Sales Analyst Nick Shaw:** Nick provides day-to-day sales support for your treasury services. He can provide support when Kevin is unavailable.

Specialized teams with deep government banking knowledge

Wells Fargo formed our Government Banking team to better support the needs of our government customers, their employees, and the communities they serve. The team is comprised of banking, credit, and treasury management professionals who work together to provide you with the industry expertise and specialization you need to make sound financial decisions.

We support approximately 3,200* government customers through our coast-to-coast national government practice. This experience gives you and your employees access to critical industry intelligence and innovative best practices.

* Wells Fargo internal reporting, as of 2023.

Our customers include federal, state, county, and city governments, as well as government agencies, authorities, and municipal utilities. We also specialize in key subsectors of the industry including power, transportation, and state housing finance authorities.

Continuing the conversation

Wells Fargo appreciates the opportunity to continue our work with the City on this important initiative. Our relationship is based not only on simply providing services, but also on delivering insight and working with you as true strategic advisor. As you continue through this RFA process, we look forward to further discussions about how our proposed solutions can take the City from where you are today to where you want to be in both the short and long term.

III. Account activities

A. The City intends to establish the following Bank accounts:

ACCOUNT NAME	TYPE
Depository Account	Checking
Payroll Account	Checking
Disbursement	Checking

Acknowledged. As the incumbent bank, we currently provide the requested accounts.

The Cash Disbursement Account and Payroll Account will constitute most of the City's Banking business activity. The accounts are clearing accounts for all vendor and employee payments. The majority of City's funds are invested in an investment pool.

Acknowledged. As the incumbent bank, we will continue to provide the established accounts. Treasury Management Sales Consultant Kevin Shepherd will be happy to review the City's account structure with you as changes occur within your organization.

The Payroll Account is used to pay employees on a biweekly basis. The Bi-Weekly Payroll amount is approximately \$100,000.00. The City offers direct deposit of payroll for the employees, 100% of the payroll is paid by direct deposit.

The City can continue to deposit your employees' payroll, expense reimbursements, and other work-related payments directly into their checking or savings accounts through ACH.

When the City submits an electronic file of payment information in a format approved by the National Automated Clearing House Association (Nacha), we read it and, following your instructions, deliver payroll entries to your employees' accounts. Their salaries are available in their accounts on the morning of payday.

When you originate consumer ACH payments, such as direct deposit, receivers who also bank with Wells Fargo may receive the funds on the day Wells Fargo receives the file — up to two days before the effective date.

You can send direct deposit files anytime 24 hours a day, seven days a week; although, we have established deadlines for processing. The following table lists the deadlines for all settlement options.

Central Time

Origination method	Same-day settlement (on-us)*	Same-day settlement (transit)†	One-day settlement	Two-day settlement
Direct origination	8:00 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.	8:00 p.m.	11:00 p.m.
Consolidated payables transmission	7:30 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.	7:30 p.m.	7:30 p.m.
Online	6:00 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.	8:00 p.m.	8:00 p.m.

* Both the originating account and receiving account must be Wells Fargo accounts. The \$1,000,000 transaction limit for Nacha’s Same Day Rule does not apply to on-us transactions.

† Transactions more than \$1,000,000 and international transactions (IAT) are not eligible. Funds from incoming credits are available by 5:00 p.m. local time.

If you send a file after the established cutoff time, or with the effective date of a holiday or weekend, we will process it on the next business day.

B. The services which should be made available to the City include:

	<u>FEE CHARGED / PER UNIT</u>	<u>VOLUME ESTIMATE</u>	<u>DESCRIPTION OF SERVICE</u>
1.	<u>4.00</u>	3 accounts	Account maintenance
2.	<u>*See below</u>	200/month	Deposit tickets
3.	<u>Pricing in Appendix Tab A</u>	10,000/month	Items deposited
4.	<u>Pricing in Appendix Tab A</u>	500/month	Items paid
5.	<u>4.00</u>	25/yr.	Wire services
6.	<u>3.00</u>	12/yr.	Stop payment requests
7.	<u>2.00 per transmission</u>	400/yr.	Ach fund transfer
8.	<u>*See below</u>	2400/yr.	Deposit slips printed
9.	<u>*See below</u>	4	Night depository bags

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10.	<u>0.40 per check</u>	500/mo.	Canceled checks returned
11.	<u>20.00</u>	12/yr.	Cashier's check
12.	<u>20.00</u>	12/yr.	Traveler's check
13.	<u>Pricing in Appendix Tab A</u>	175/mo.	P/R Direct Deposit
14.	<u>0.00</u>	1500/mo.	Credit card charges
15.	<u>N/A</u>	_____	Printer
16.	<u>Pricing in Appendix Tab A</u>	_____	Balance Reporting (PC Modem) (Cash Management & ACH Software)
17.	<u>25.00 per account; see Appendix Tab A for details</u>	_____	Positive Pay
18.	<u>85.00 w/ reporting</u>	_____	Sweep Investment
19.	<u>Zero cost on transaction volume</u>	_____	Commercial Cards (P Cards)
20.	_____	_____	
21.			
22.			
23.			

As the incumbent bank, Wells Fargo will continue to provide the City’s requested services outlined above. Please refer to Appendix Tab A for all pricing details.

*Price included in Materials Credit

The City also requires the capability to initiate funds transfers from a personal computer. This capability is to include wire transfers and ACH transfers, both repetitive and non-repetitive. The software provided by the bank must be compatible with Windows NT/XP.

Wells Fargo will continue to meet the City's requirements.

Electronic payment services

With our ACH services, you can transmit files 24 hours a day, seven days a week, and you can warehouse files for up to 45 business days before the effective date. You can use our ACH services to:

- Deposit employees' wages directly into their checking accounts
- Pay vendors
- Convert paper checks to ACH debits for electronic processing
- Make state and federal tax payments
- Make international payments
- Handle cash concentration and disbursement transactions
- Make other direct deposits and direct payments

Wells Fargo is the largest provider of ACH services in the U.S. by volume and has held that status for the last decade. We receive approximately 10% of the ACH transactions in the country — an average of eight million transactions per day.*

* Nacha, March 8, 2023. "Nacha Releases Top 50 Financial Institution ACH Originators and Receivers for 2022." nacha.org/news. (Does not include on-us transactions.)

With our ACH services, you can receive and initiate any of the standard entry class codes available through Nacha.

Same-day ACH

With our Same Day ACH service, you can help ensure that your receivers in the U.S. have access to their funds on the same day you initiate payments. You can speed up your settlement by sending same-day debits.

Direct debits and direct payments

You can initiate preauthorized debits to your customers' bank accounts for recurring and other customer-approved payments.

Payroll direct deposit

You can deposit your employees' payroll, expense reimbursements, and other work-related payments directly into their checking or savings accounts using the ACH network. One-day and two-day settlements put payments in your employees' accounts on payday morning, while same-day settlement puts payments in their accounts no later than the end of their financial institutions' business day.

Initiation methods

You determine the input method that’s best for you.

- Use your own software to create Nacha-formatted files that you can transmit directly to us
- Use our online banking platform to create web-based templates
- Send us consolidated payables files that include your ACH payments
- Use an API to integrate ACH initiation directly into your treasury workstation, enterprise resource planning (ERP) platform, or accounting system.

You can send payment files 24 hours a day, seven days a week. File cutoff times vary by settlement target.* We supply an electronic file confirmation within 15 minutes of receipt of a file. We can warehouse files for up to 45 days before the effective date.

Each channel offers these three settlement options for transactions in the U.S.:

- Two-day
- Next-day
- Same-day (on-us and transit)

* If you send a file after the established cutoff time, or with the effective date of a holiday or weekend, we process the file on the next business day.

Direct origination

Many payroll and accounts receivable (AR) software packages on the market can create output files in the standard Nacha file format. You use the software of your choosing to send us Nacha-formatted files that contain the required ACH transaction information, such as routing and transit number, account number, dollar amount, and effective date. You send and receive ACH files by internet-based file transfer, direct connection to our mainframe, or the Society for Worldwide Interbank Financial Telecommunication (SWIFT) FileAct.

The following table lists the most common available payment types.

Sample ACH payment types for direct origination	
Cash concentration and disbursements (CCD)	Corporate trade exchange (CTX)
• Child support payments (CCD+)	International ACH transactions (IAT)*
• Federal and state tax payments (CCD+)	International low-value payments (ILV) *†
• Vendor payments (CCD)	Re-presented check entries (RCK)
Consumer debits and credits (PPD)	Single Euro Payments Area (SEPA) payments*†
• Payroll (PPD)	WEB- and TEL-initiated consumer debits

* IAT are not eligible for same-day ACH.

† These codes are not Nacha standard entry class codes. Use them with our Global ACH payments service.

Online banking platform

Using our web-based ACH service, you initiate ACH transactions without needing software. You build templates based on the payment type and submit them to us for processing.

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You can import account information for beneficiaries from your payroll or accounting systems. You can also export templates, beneficiaries, and payment batches to update your payables and receivables systems.

As an added convenience, you can use our mobile service* to approve ACH templates and payments that require immediate attention. Mobile users in the U.S. can view, approve, and delete payment batches and payment templates by securely accessing our online banking platform.

* Download the latest version of the CEO Mobile® app available for your device from the Apple App Store® or Google Play™ store.

Sample ACH payment types for our online ACH service

Cash concentration and disbursements (CCD) <ul style="list-style-type: none">• Child support payments (CCD+)• Federal and state tax payments (CCD+)• Vendor payments (CCD)	Corporate trade exchange (CTX) International ACH transactions (IAT)* International low-value payments (ILV) *† Re-presented check entries (RCK)
Consumer debits and credits (PPD) <ul style="list-style-type: none">• Payroll (PPD)	Single Euro Payments Area (SEPA) payments*† WEB- and TEL-initiated consumer debits

* IAT are not eligible for same-day ACH.

† These codes are not Nacha standard entry class codes. Use them with our Global ACH payments service.

Consolidated payables file transmission

With our consolidated payables service, you can save time by grouping ACH debits and ACH credits with other payment types in a single file.

Payment types for consolidated payables

U.S. ACH transactions in U.S. dollars (USD)	Foreign currency wires
USD and Canadian dollar* (CAD) checks	Requests for transfer (SWIFT MT101 messages)
Global ACH transactions in foreign currencies	Virtual card transactions
USD wires	Disbursements with Zelle®†

* CAD checks are available only for off-us accounts.

† Zelle and Zelle-related marks are wholly owned by Early Warning Services, LLC, and are used herein under license.

You initiate ACH payments directly from your ERP platform, Tyler Incode. Our service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to payees as appropriate.

Deadlines

The following table lists the cutoff times for our ACH initiation methods.

ACH file deadlines (Central Time)

Input method	Two-day settlement (day cycle)	Next-day settlement (night cycle)	Same-day book transfer (on us)*	Same-day settlement (transit)†
Direct origination	11:00 p.m.	8:00 p.m.	8:00 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.
Consolidated payables file	7:30 p.m.	7:30 p.m.	7:30 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.
Online	8:00 p.m.	8:00 p.m.	8:00 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.
ACH API	7:00 p.m.	7:00 p.m.	7:30 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.

* Both the originating and receiving accounts must be Wells Fargo accounts. The \$1,000,000 transaction limit for Nacha's Same Day Rule does not apply to on-us transactions.

† Transactions for more than \$1,000,000 and IAT are not eligible for same-day settlement. Funds from incoming credits are available by 5:00 p.m. local time.

Wire Transfer

We accept incoming wires and process outgoing wires. We describe both processes in the following sections.

Incoming wires

We accept wires and wire messaging from Wells Fargo accounts and the following networks:

- Federal Reserve
- Clearing House Interbank Payments System (CHIPS)
- SWIFT

If we receive a wire with your valid account number before the processing cutoff time, we credit the funds to your account the same day.

Outgoing wires

We process outgoing wire transfers on a straight through basis according to your instructions. We manually review, correct, and verify a wire that does not pass our initial screening and that our system cannot correct automatically. If we cannot repair a wire, we return it. Our wire system confirms your available funds automatically and verifies that wires are not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals Blocked Persons list. If a wire meets these requirements, we release it.

Initiation methods

Method	Description
Online and mobile	You can sign on to our online banking platform or mobile service to initiate repetitive or free-form domestic and international wires.
Consolidated payables	You can send one file with multiple payment types (including wires, ACH payments, credit card payments, and USD and CAD paper checks) and remittance information. You can send a file directly from your treasury workstation or your ERP, AP, or other internal system. We accept most file formats and offer several file transmission protocols, as well as an option to upload your file online.
In person¹	You can go to any Wells Fargo branch to initiate a wire. You must have signing authority on the account to initiate the request.
Online foreign exchange (FX)	You can manage your FX transactions and reporting online. ² Our service combines the advantages of our live market FX rates with the convenience of sending payments online throughout the world.
SWIFT³	If your organization is a member of SWIFT, you can submit your wire payment instructions for processing using SWIFT FIN messages.
Wire Payments API	For domestic and international transactions, you can initiate free-form or template wires (including book transfers) from your ERP, account platform, or payment system.
FX API	You can book, validate, and offset FX contracts, process wire settlement instructions, and receive FX rates and static rate sheets — transmitting requests directly to our FX system.

1. Book transfer initiation option is not available in person.
2. While our online system is available 24 hours a day, seven days a week, FX markets close at 7:00 p.m. Central Time on Friday and reopen at 4:30 p.m. Central Time on Sunday.
3. SWIFT bills membership and volume fees.



Schedule and deadlines

Incoming wires

We accept incoming Fedwires until 6:00 p.m. Central Time and incoming CHIPS wires until 4:00 p.m. Central Time for same-day credit. We process incoming SWIFT transactions for same-day credit until 6:00 p.m. Central Time.

Wires formatted incorrectly or containing inaccurate information may post to your account the next day.

Outgoing wires for U.S. accounts

The following table includes the opening times and cutoff times — by transfer type — for same-day execution of initiated wires on U.S. accounts. The same times apply for all of our wire initiation methods, including online, mobile, file transmission, and telephone.

Central Time

Wire type	Opening time (CT)	Cutoff time (CT)
Fedwire	7:00 a.m.	5:15 p.m.
CHIPS	7:00 a.m.	4:00 p.m.
Drawdown request	7:00 a.m.	4:30 p.m.
SWIFT	7:00 a.m.	4:30 p.m.
Request for Funds Transfer (RFT)	7:00 a.m.	4:30 p.m.
U.S. Federal tax payments	7:00 a.m.	4:00 p.m.
Within Wells Fargo*	7:00 a.m.	7:00 p.m.

* Transactions within Wells Fargo are moving funds from one Wells Fargo account to another. You can originate these from all origination channels to all our available accounts.

Repetitive wire initiation

Using our online wire origination channels, the City can create and structure your own repetitive U.S. domestic and cross-border wire templates.

To create a template, you:

1. Sign on to our online banking platform, select your origination channel, then select the option to create a template
2. Enter a template name, description, and select the type of wire from the drop-down menu and click Go
3. Enter the required wire details on the following page and click Submit

You can also create a new template after submitting a repetitive wire by using the option to save your details as a template.

If you need to create multiple templates, you can import a template file* into our online wire service. This process takes the place of exchanging paper documents with us, allowing the City to assign an alphanumeric name (up to 35 characters) to your template.

* File import is not available with our FX channel.

Credit card processing service shall be available to the City as indicated above. As part of this service the necessary printer/terminals shall be provided to the City.

Wells Fargo Merchant Services

Government entities face distinct challenges when accepting electronic payments. Successfully serving constituents requires managing tight budgets and strict regulatory requirements, while striving to provide the latest in payment technology. Supporting 549 government entities with 5,179 locations throughout the U.S., we understand the City’s constraints and goals.

Your operations are impacted by your size, geographical regions, responsibilities, mission, and statutory requirements — among other factors. Having worked with hundreds of diverse government organizations, including states, municipalities, and agencies, we have developed strategies designed to help you effectively control cost, manage risk, and offer constituents convenient payment options.

Controlling cash flow and cost

As soon as the next business day funding

Accelerating collections may reduce strain on organizations working with slim budgets. You can receive funds as soon as the next business day to your Wells Fargo commercial deposit account.*†

* You may settle your Merchant Services funds to an account at the financial institution of your preference. When you use a Wells Fargo account for settlement or other Merchant Services purposes, you must use a Wells Fargo commercial deposit account. Deposit products offered by Wells Fargo Bank, N.A. Member Federal Deposit Insurance Corporation (FDIC).

Merchant Services are provided by Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. Merchant Services are not deposit products. Wells Fargo Merchant Services, L.L.C. does not offer deposit products and its services are not guaranteed or insured by the FDIC or any other governmental agency. Merchant Services are subject to application, credit review of the business and its owners, and approval.

† When depositing into a Wells Fargo commercial deposit account. Please refer to the Merchant Services Terms and Conditions and Operating Rules or Program Guide for additional information.

Cost control

Many variables affect card transaction processing costs. Through our understanding of these variables, we can help you identify ways to help optimize interchange clearing. For example, you may be able to manage interchange by passing specific data with a transaction or configuring a merchant account so that you qualify for specialized interchange programs, such as “emerging markets.”

Managing risk

Meeting PCI DSS (Payment Card Industry Data Security Standard) requirements can be complex and costly. Operating under strict budget constraints, government entities may face even more difficulty in this area. Our teams search for opportunities to help you achieve and maintain PCI compliance, such as recommending solutions designed to help reduce PCI scope.

When one of our State customers decided to transition their technology, they strove to meet PCI requirements in time. To help them control the cost of PCI compliance, we advocated for them with the card networks. Consequently, the State qualified for a special technology program based on their investment in solution upgrades.

Anticipating needs

Appropriate solutions

Departments and agencies can have varying payment acceptance requirements, depending on the services they provide. Implementing the right solution for each entity (for example, tax, utility, police, and parks and recreation) may enable each one to collect funds faster, while making payments more convenient for constituents.

Whether the City requires online or in-person payments, we can support you with payment gateways, electronic bill presentment and payment solutions, point-of-sale and mobile technologies, and fraud management tools.* To help you transact securely and meet PCI compliance requirements, our solutions support security protocols, such as encryption and tokenization.

* Additional fees apply for these services.

If you choose to use your own or a third-party solution, we can typically support you with core processing. Our processor's system is compatible with thousands of independent software vendors (ISVs). The majority of third-party gateways and point-of-sale systems, including government-specific solutions, are certified to the processing platforms we use.

So that you can reconcile and track transactions, we also offer detailed reporting and convenient dispute management tools, at no additional cost.

Emerging technology

For the convenience of constituents, government entities want to offer the fast, easy-to-use payment options available in the private sector. Consumer payment options continue to multiply, and we help our government customers understand these changes and make effective use of technology.

For instance, we enabled in-app payments through an API to simplify collections for a transportation agency, while streamlining ticket purchases for their riders. Constituents using public transportation can pull up the agency's mobile app to pay for tickets as easily as they pay for rides with popular ride-hailing apps.

Designated support

Our dedicated support model for government entities is one of our strategic advantages. Government specialists help ensure consistency, familiarity, and a solid understanding of your environment and mission.

Our treasury management and commercial banking teams work in coordination with our Merchant Services team. Treasury Management Sales Consultant Kevin Shepherd and Relationship Manager Dane Hawkins will also offer insights that encompass the full breadth of your receivables strategy.

Items 20-23 for any service suggested by Bank.

Electronic vs. paper

As your incumbent bank, we want to help you leverage technology to transform your operation to digital and electronic services versus paper based and manual processes. Part of the value we can add to the City is helping to ensure that we meet with you on a regular basis to review your needs and share best practices. Our job is to inform you of the services the bank can offer to see where we can help drive more efficiencies and cost savings for you. Time is a valuable resource, and we have several considerations for you to consider during this next RFA cycle.

Consolidated payables service

Our consolidated payables service can help you streamline and automate your payment and remittance processes, help strengthen trading partnerships and drive working capital, and help improve operational efficiencies.

Consolidated payables, or Payment Manager®, can help you:

Use one payment file

In a single payment file, you can provide payment instructions and include all related remittance information. Your file can include multiple payment types; we separate the payments by type and process them accordingly.

Payment types accepted

- USD and CAD* checks
- ACH transactions in USD
- Global ACH transactions in foreign currencies
- USD wires
- Foreign currency wires
- Requests for transfer (SWIFT MT101 messages)
- Virtual card payments
- Disbursements with Zelle®†

* CAD checks are available only for off-us accounts. You must be the owner of the account.

† Zelle and Zelle-related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Accept a variety of payment file formats

We accept most custom and proprietary file formats — almost any type of file format your system can generate. If you use a standard format, it can minimize your implementation costs and time.

Lower error rates

By reducing the use of paper documents and manual data entry, you increase efficiency and minimize mistakes.

Improve cash forecasting and reconciliation

Electronic control of your global disbursements allows you to better manage and forecast your cash flow. We integrate this service with our account reconciliation and positive pay services.

Potentially reduce costs

You can initiate multiple payment types in a single, consolidated payables file, which helps reduce your internal costs associated with accounts payable (AP) processing. For example, you can select wires for time-sensitive payments and ACH for payments that are less pressing. In addition, electronic payment methods can help reduce your expenses for check payments. These options can help you manage processing costs more effectively.



How it works



Online capabilities

You can manage many tasks through our online banking platform, such as:

- Upload a payment file
- Perform additional approvals after sending the file
- Access acknowledgments and optional confirmations
- Generate reports on payment files
- Run an audit report on settings and user entitlements



Technical requirements

Our service is compatible with most treasury workstations, ERP systems, and other AP systems. We also have the capability to integrate with many emerging cloud-based ERP systems.

Flexible file options

Delivery

Transmit your payment file using a variety of communication protocols (including multiple internet options) or upload it online.

Formats

Our service accepts:

- Excel Comma Separated Values (CSV)
- Wells Fargo flat file (delimited or positional)
- Wells Fargo XML
- ISO 20022 (CGI common XML standard)
- ANSI X12 820 version 4010
- SAP IDoc – Extended Payment Order (PEXR 2002)
- Custom and proprietary formats



Processing deadlines

We can accept and acknowledge your file for initial processing, 24 hours a day, seven days a week.

Depending on the payment type you send, we process your file the same business day if we receive it by our cutoff time. For a file that arrives after our cutoff time, we process it on the next business day. If you require secondary approval, you complete it by the applicable deadline for same-day processing.

If a file includes multiple payment types, the earliest applicable deadline applies to the entire file.

Cutoff times (Central Time)

Payment type	File cutoff time
Checks	
Standard	9:00 p.m.
Same day ¹	11:00 a.m.
ACH	
On-us same-day settlement	7:30 p.m.
Transit same-day settlement	8:00 a.m., 12:00 p.m., and 2:00 p.m.
One-day settlement	7:30 p.m.
Two-day settlement	7:30 p.m.
Wires	
Fedwire	5:15 p.m.
SWIFT	4:30 p.m.
CHIPS	4:00 p.m.
Drawdown request	4:30 p.m.
RFT	4:30 p.m.
U.S. Federal tax payments	4:00 p.m.
Within Wells Fargo ²	7:00 p.m.

Payment type	File cutoff time
Virtual card payments	Accepted when received
Zelle® payments ³	Accepted when received

1. Subject to volume limitations and additional fees.
2. Transactions within Wells Fargo are moving funds from one Wells Fargo account to another. You can originate these from all origination channels to all of our available accounts.
3. For Zelle® payments with the check completion option, if an electronic payment fails to originate, transactions will change over to checks. Checks are mailed on the next business day.



Safety and security

Secondary approval

You can make optional secondary approvals for some — or all — of your payments after we receive your file. The system can hold an entire file of payments or an individual payment for an authorized user to approve or delete. We then generate the payments and send remittance information based on your instructions.

History

You can search for payment information, view standard reports, create custom reports, and schedule report reminders. Data is available for 90 calendar days after we receive your payment file.

Users with administrative authority have access to an audit report, which provides snapshots of setups and user entitlements. You can also view all changes made to setups and user entitlements within the last 90 calendar days.

Acknowledgments

We let you know by transmission, secure email, or both that your file has reached our system and undergone initial processing. You can choose from the following formats:

- XML
- ANSI X12 997 (standard EDI)
- ISO 20022
- Human-readable report

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgments online.

Confirmations

You have the option to receive payment confirmations for wire transfers, virtual card, and ACH payments by transmission, secure email, or both. You can also view and download confirmations online. You can choose from the following formats:

- XML
- ANSI X12 824 (standard EDI)
- Excel CSV
- ISO 20022
- Human-readable report

Bank Administration Institute (BAI) reporting

We support several options for file delivery into systems ranging from basic accounting packages to ERPs.

Online

Our unattended file transfer service helps you download custom or standard reports, automatically and securely, from our online Information Reporting service. Download options vary by report, and include HTML, PDF, Excel, CSV, and BAI V2. You can schedule reports to run and download daily, weekly, or monthly without needing to implement a direct transmission.

Transmission

BAI V2, SWIFT, and ISO 20022 XML

We provide industry standard BAI V2 formatted reporting through our Direct BAI file transfer service. The City can send SWIFT FIN messages through the SWIFT Alliance Gateway. We also offer bulk SWIFT messages or an ISO 20022 XML-formatted file, either of which can be sent using one of our three secure internet transmission options, or through SWIFT FileAct.

Previous day BAI V2 and ISO 20022 XML files are available by 5:30 a.m. Central Time Tuesday through Friday and by 7:30 a.m. Central Time on Saturday, though files are often available sooner. You can receive intraday files, as often as you need, on the schedule of your choice.

Check printing

The City can use this service, with Payment Manager, our consolidated payables service.

Benefits of our check outsourcing service

Our check outsourcing service offers the following benefits to the City:

- Saves time by relying on Wells Fargo to expedite your check processing
- Reduces the risk of human error by eliminating manual checking writing
- Reduces fraud risk by using a variety of security features on your checks
- Provides flexibility to send checks and remittance information based on your instructions
- Personalizes check design and printing formats based on your requirements
- Streamlines reconciliation across payment types and payment activities
- Decreases paperwork for your staff
- Reduces mailing costs

How it works

1. You securely transmit a payment file to Wells Fargo for processing.
2. Wells Fargo matches the data in your file with your check template.
3. Wells Fargo prints the checks.
4. Wells Fargo mails the checks according to your delivery instructions.



Why Wells Fargo

We take a leadership role in using technology to improve service delivery. We leverage information systems to automate routine and repetitive processes, to streamline information flow, and, in general, to simplify our services for your staff. The following capabilities differentiate us from other service providers.

Integration

We provide end-to-end integration for all market segments and most payment types with standard and custom file formats.

Proprietary service

We developed and created our own disbursement outsourcing service. We do not rely on third-party vendors to provide upgrades or enhancements to it.

In-house check printing

We print your checks and associated documents at a bank-owned print facility. We are not dependent on a third-party processor.

Account Reconciliation Plan

With our Account Reconciliation Plan (ARP) and automated reporting services, you can **reconcile your disbursement accounts more quickly and efficiently**. Our Full ARP and our Partial ARP services can also help save you time by identifying checks and electronic transactions as paid or outstanding.



With ARP, you have the potential to:

- Reduce accounting costs and increase productivity
- Improve cash control and receive faster, accurate payables information
- Increase your audit control
- Help detect and reduce your exposure to check fraud



How it works

Full ARP



You provide issued check information



Wells Fargo reconciles your paid checks to your issued checks and **sends a detailed statement**



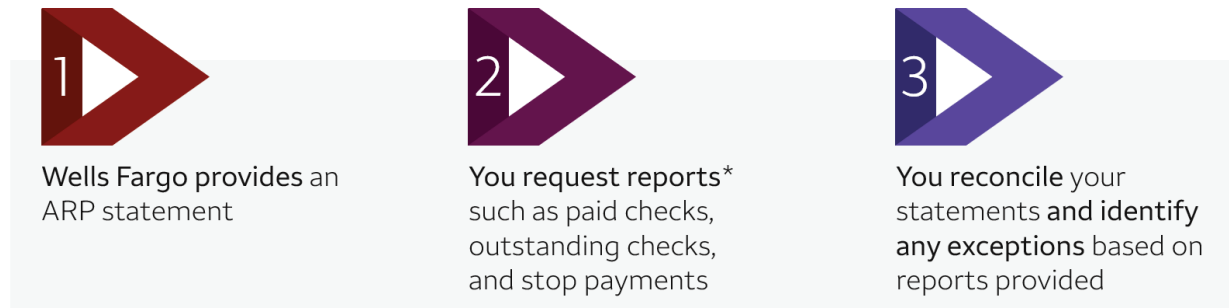
You request reports such as paid checks, outstanding checks, and stop payments

You first provide us with your issued check information online or by transmission. This includes stops, voids, and cancels. When you use our online option, you can manually enter the check information or upload a file containing up to 1,500 registers in a single batch. You can submit multiple batches daily.

Within 90 minutes of your submission, you can receive an optional file confirmation. We update check issue information more than 50 times each day, seven days a week.

Our Full ARP service reconciles your paid checks to your issued checks and provides a comprehensive statement of your activity on a weekly or monthly basis. You can also receive a variety of optional reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. The PDF and paper formats can include sorting and subtotaling by location or high-order prefix.

Partial ARP



Our Partial ARP service provides you with an ARP statement on a daily,* weekly, or monthly basis that includes a complete summary of your account activity. You can also receive a variety of optional reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. You use the statement and any optional reports to reconcile your account and identify any exceptions.

* Daily statement is not available for Partial ARP with Positive Pay.



Optional reports

With our Full and Partial ARP services, you can customize your reporting to match your accounting needs and easily access reports online. Choose from 14 optional reports.

ARP optional reports

- Bank Originated Entries
- Credits
- Deposit Location
- Issue Notices Not Received†
- Issues This Cycle*
- Matched Paid Items†
- Outstanding Checks*
- Paid Checks
- Posted Items
- Prior Payments*
- Reversed Checks†
- Stop Payments
- Unpaid Checks*
- Voids and Cancels*

* Only available with Full ARP.

† Only available with Full ARP or Partial ARP with Positive Pay.

The following are samples of commonly requested optional reports, shown in PDF. You can also receive online optional reports in Excel and CSV formats or receive a transmission in flat file text format.

WELLS FARGO

Paid Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-01-XX PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS	
ACCOUNT: XXXXXX2222		PAID CHECKS REPORT		PERIOD: 08-01-XX TO 08-31-XX	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
XXXXXX1004		8-31-XX	20.00	INNR	
XXXXXX1005		8-31-XX	200.00	INNR	
XXXXXX1002	8-30-XX	8-31-XX	100.00		
XXXXXX1004	8-30-XX	8-31-XX	20.00		
XXXXXX1005	8-30-XX	8-31-XX	200.00		
XXXXXX1001		8-31-XX	10.00		
XXXXXX1002		8-31-XX	109.00	INNR	
XXXXXX1003		8-31-XX	1,000.00		
8			1,659.00	TOTAL	

Outstanding Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-15-XX PAGE 1					
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS					
ACCOUNT: XXXXXX2222		OUTSTANDING CHECKS REPORT		PERIOD: 08-01-XX TO 08-31-XX					
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
XXXXXX1003	5-03-XX	1,000.00	0		XXXXXX1002	5-05-XX	100.00	0	
XXXXXX1004	5-03-XX	20.00	0		XXXXXX1003	5-05-XX	1,000.00	0	
XXXXXX1005	5-03-XX	200.00	0		XXXXXX1004	5-05-XX	20.00	0	
XXXXXX1001	5-03-XX	10.00	0		XXXXXX1005	5-05-XX	200.00	0	
XXXXXX1002	5-03-XX	100.00	0		XXXXXX1001	5-06-XX	10.00	0	PAYEE NAME 1
XXXXXX1003	5-03-XX	1,000.00	0		XXXXXX1002	5-06-XX	100.00	0	PAYEE NAME 2
XXXXXX1004	5-03-XX	20.00	0		XXXXXX1003	5-06-XX	1,000.00	0	PAYEE NAME 3
XXXXXX1005	5-03-XX	200.00	0		XXXXXX1004	5-06-XX	20.00	0	PAYEE NAME 4
XXXXXX1001	5-05-XX	10.00	0		XXXXXX1005	5-06-XX	200.00	0	PAYEE NAME 5
18		5,210.00		TOTAL					

Stop Payments

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-01-XX PAGE 1							
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS							
ACCOUNT: XXXXXX2222		STOP PAYMENTS REPORT		PERIOD: 08-28-XX TO 09-28-XX							
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
XXXXXX0621	9-08-XX	3-07-XX	592.84	STOP/I		XXXXXX1005	9-15-XX	3-14-XX	200.00	STOP/NI	
XXXXXX0378	9-11-XX	3-10-XX	273.37	STOP/I		XXXXXX1008	9-18-XX	3-17-XX	10.00	STOP/NI	
XXXXXX0726	9-13-XX	3-12-XX	668.96	STOP/R		XXXXXX1008	9-21-XX	8-20-XX	10.00	STOP/NI	
XXXXXX1003	9-15-XX	3-14-XX	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

Voids and Cancels

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-15-XX PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS	
ACCOUNT: XXXXXX2222		VOIDS AND CANCELS REPORT		PERIOD: 506-XX TO 506-XX	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
XXXXXX001	5-03-XX	5-06-XX	10.00	CANCL/I	
XXXXXX002	5-03-XX	5-06-XX	100.00	CANCL/I	
XXXXXX003		5-06-XX	0.00	VOID	
1			0.00	TOTAL VOIDS	
2			110.00	TOTAL CANCELS/I	
0			0.00	TOTAL CANCELS/NI	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Remote deposit

You can potentially save both time and money by using our remote deposit service to electronically deposit checks into your Wells Fargo account.

Our service eliminates the need for your employees to make trips to the bank to deposit checks and provides an extended deposit deadline of 9:00 p.m. Central Time.

Our service can also help you consolidate your banking relationships, since you no longer need to maintain accounts at local banks that have physical branches near your locations. Fewer banking relationships can help you save money on account maintenance fees and reduce the time spent reconciling multiple bank accounts.



How it works

With our remote deposit service, you can capture check images, balance deposit totals, and make deposits using one of two channels — our online banking platform or our mobile application.

You can capture check images for deposit by using an approved check scanner and computer with internet access, or by using a mobile device with a camera. Next, you confirm the check dollar amounts and verify the deposit balances. Then, you submit the deposit to us and receive a prompt confirmation.

If you enroll in our Alerts service, we send authorized users a deposit confirmation notice by email or text message.

The following diagram shows the remote deposit process flow.



Features

Image access

As you capture images of checks, we store them on our servers. Check images are immediately available online through our remote deposit service for 90 days and also available online through our Transaction Search service for seven years.

Custom fields

Using multiple discretionary data fields, you can enter customized information about the checks that you receive. This feature lets you search for checks using your own criteria and makes it easy to upload data into your AR system. Our quick data feature simplifies the capture process by automatically recalling your previously entered receivables data on certain fields.

Reporting

You can generate the following reports through our remote deposit service.

Report name	Description
Deposit Report	This report contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.*
Deposit Report with Item Details	This report contains general deposit information (including deposit amount, number of checks included, and submission date) and item details (including item amount, item status, and check number) for each deposit completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.
Deposit Report with Check Images	This report contains general deposit information and item details for each deposit. It is available in PDF format. You can select the number of images (up to four per page) that you would like to see, including the option to include an image of the back of the check.
Deposit detail transmission	We offer a deposit detail transmission that can include discretionary data that you manually entered, in addition to check detail. This feature allows you to receive an electronic file for posting your receivables.

* HTML, CSV, and Excel formats contain keyed discretionary data.

User access

Your designated system administrators establish users, grant them access, and set their check limits. Administrators can customize each user’s access. For example, a user can have scan and balance access for one account and deposit approver access for another account. This flexibility lets you implement dual controls so that one person scans and balances and another person approves a deposit before it’s submitted.

Batch deposits

You can create multiple batches within one deposit. This batching feature helps to simplify balancing when you have checks for multiple entities in the same deposit. To help simplify how you reconcile individual batches, our deposit reports show the name and subtotal of each batch.

Updates

If you use our remote deposit service through our online banking platform, you don't need to install any software other than a scanner driver. Any updates and enhancements we make are promptly available to you when you access the system. If you use our remote deposit service through your mobile device, you need to download the latest version of our mobile application to access all of the latest features and enhancements.

Quality control

	Before submitting a deposit, you have a chance to review the captured items, and make corrections (such as re-capture images, enter missing data, and verify item amounts) to balance the deposit.
	Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.
	While image quality exceptions are rare (accounting for approximately 1% or less of all items we process*), we follow a standard process for handling them.
	If we can't clear an item, we follow an adjustment process and notify you accordingly.

*Internal metric, June 2023.

Scanners

Our remote deposit service is compatible with Panini, Canon, and Digital Check scanners. The following table lists the specifications by manufacturer.

Suggested daily check volume	Scanner type	Check-processing speed and volume	Connection interface and dimension
Fewer than 20	Digital Check CheXpress CX 30-IJ	Single feed	<ul style="list-style-type: none"> • USB 2.0 (recommended) • Backward-compatible with USB 1.1, with performance limitations • 9.5" Lx4.0"Wx7.0"H • Weight: 3.5 lbs.
	Digital Check TS240-50	50 documents per minute	<ul style="list-style-type: none"> • USB 2.0 (recommended)* • Backward-compatible with USB 1.1, with performance limitations* • 11.1"Lx5.1"Wx7.5"H* • Weight: 5.2 lbs.
	Panini X 50	50 documents per minute	<ul style="list-style-type: none"> • Mac compatible • USB 2.0 (recommended) • Backward-compatible with USB 1.1, with performance limitations • 10.39" Lx5.43"Wx6.88"H • Weight: 5.5 lbs.

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Suggested daily check volume	Scanner type	Check-processing speed and volume	Connection interface and dimension
More than 500	Canon CR190i II†	190 documents per minute	<ul style="list-style-type: none"> • USB 2.0 (recommended) • 10.7”Lx18.7”Wx8.4”H • Weight: 18.5 lbs.
	Digital Check TS 240-100	100 documents per minute	<ul style="list-style-type: none"> • USB 2.0 (recommended)* • Backward-compatible with USB 1.1, with performance limitations* • 11.1”Lx5.1”Wx7.5”H* • Weight: 5.2 lbs.

* Applicable to all Digital Check TS240 scanner models.
 † Allow five to seven extra business days for delivery.

At this time, we do not offer a multi-tray feeder solution for high-volume scanners.

If you have low volume, the City can consider using our mobile deposit service or purchasing a single-feed scanner to capture and deposit checks.

With average use, all of the scanner models have an expected life cycle of approximately four years.

Cash vault

The City currently uses our cash vault site in Houston and you’ll continue to make deposits in secure plastic, dual-pouch bags. You can also place coin and currency orders to help ensure you have sufficient cash on hand to support your daily operations.

Different deadlines apply for split deposits (cash and checks on separate deposit slips), mixed deposits (cash and checks on the same deposit slip), check-only deposits, and cash-only deposits.

Cash vault site	Deposit deadline			Order deadline	
	Cash-only	Check-only	Mixed	Touch tone	Online or Transmission
Houston	5:00 p.m.	5:00 p.m.	4:00 p.m.	11:00 a.m.	10:30 a.m.

Armored courier services

Wells Fargo does not provide courier check services; however, you’ll continue to use a licensed ground courier of your choosing to deliver check deposits directly to our check processing facilities. The cutoff time for your courier to deliver deposits to our check processing facilities is 6:00 p.m. (local time) for same-day ledger credit.

Remote cash capture (smart safe)

With our remote cash capture service, you can receive daily business day credits to your accounts without an armored pickup. This may help **accelerate your cash flow and improve your access to working capital**.

A vendor (Brinks, Garda, Loomis, or an approved third-party aggregator) installs a smart safe equipped with bill validating and counterfeit detection technology in your location. The vendor that you select is responsible for installing the safes at your locations and for maintenance and repairs.

The safe accepts deposits, provides deposit counts, and transmits deposit information to us. With our traditional smart safe option, your employees never handle the money after it goes into the safe. If you use our recycler option, your employees can withdraw cash from the safe for operating purposes. With either option, your employees never take deposits to the bank. The courier picks up your deposit (and can deliver coin and currency) **on a schedule that you determine**.



Credit and reporting options

Deposits go to a designated cash vault location. You can choose from the following provisional expedited credit and reporting* options:

- **Standard Deposit Credit:** You receive credit for your deposits on the next business day in the evening after the cash has been accepted through the bill-validator and you can view transactions on previous day reports.
- **Premium Intraday Deposit Credit:** You receive next business day credit by 8:00 a.m. local time and view transactions on both intraday deposit and previous day reports.

* For reconciliation, you can view transaction information through our standard reporting channels.

Account Validation services

Get real-time account ownership and account status screening functionality with our Account Validation services. We partner with Early Warning Services to help you reduce transaction fraud and returns associated with ACH, check, and wire transactions — enhancing productivity, saving time, and preventing unnecessary losses. At the same time, you can maintain a high level of customer service.

Our services use analytics, a large network of contributed intelligence, and cross-industry data from thousands of financial services organizations. With our Account Status and Account Ownership services, You receive advance notification of both low-risk and potentially high-risk transactions.

Our services work with payments received in the mail, over the telephone, through the internet, or in person, and they provide validation for both business and consumer accounts.

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To determine whether to accept a payment for processing, the City extracts and transmits information through an inquiry to Early Warning Services. The service then compares the inquiry against the National Shared DatabaseSM and provides a response. You receive results in real time. You can select one or both of these services:

Account Status	This service confirms whether a deposit account (checking or savings) is open and active, and if there is a risk of an ACH or check return. The Account Status service is best suited for your customer-initiated online payments and internal real-time systems such as those supporting call centers or stores.
Account Ownership	This service performs identity-to-account validation, including key owner elements such as name, address, Social Security number, and phone number. It supports enrollment for recurring ACH payments and screening of one-time ACH, wires, and check payments.



How it works



Account Status:

Is the account open, in good standing, in nonsufficient funds (NSF) status and/or how likely is a return?

Account Ownership:

Confirm account owner and/or signature match.

* Account information is submitted by the person or party that wants to make or receive a payment. This could be a customer, consumer, vendor, employee, or counterparty.

† Decision will trigger an action such as pay, don't pay, use different payment information, call customer service, or need more information.

Inquiry submission types

Choose the type of submission that works best for your organization.

Inquiry type	Purpose	Submission channel
Real-time validation	This service lets you submit a real-time account inquiry. It returns a response in one second or less.	You submit the inquiry through the Wells Fargo Gateway API channel.
Batch files	This service provides back-office support of your high-volume batch payments.	You send a file of inquiries directly to Early Warning Services through a Virtual Private Network or Dedicated Circuit (MLPS).
Graphical User Interface (GUI)	This service is a user interface for low-volume payments where the account status or account owner data is entered manually and an immediate response is desired. It is most applicable for walk-up bill payment windows or call center agents.	You send an inquiry to an Early Warning Services URL (web address).



Why Wells Fargo

Wells Fargo Gateway

By using the Well Fargo Gateway API channel, the City can improve operational efficiencies by integrating Account Validation services directly into your processes — at the exact time you need it.

To determine whether to accept a payment for processing — whether the payment occurs by mail, by telephone, over the internet, or in person — you extract and transmit information through an inquiry to the Wells Fargo Gateway. The service then compares the inquiry against the National Shared Database and provides a response back to you. You receive positive and negative results in near real time.

To protect your data, we encrypt it in transmission as it passes through.

Early Warning Services provides both positive and high-risk notifications on 95% of payment and deposit inquiries.

Extensive database

The service’s proprietary database contains information on 732 million checking and savings accounts,* including:

561 million accounts from participating banks, which are updated nightly after each posting cycle
97 million accounts that are drawn on non-participating banks and are risk-scored through check and ACH transactions experienced by the participating banks
585 million records on account owners and authorized users

Annually, the database receives information about:

11.1 billion check items for posting
53.2 million stop payments
47.2 billion ACH items

*Data provided by Early Warning Services. Last updated in February 2023.

Electronic lockbox for utilities

Online bill payments provide a convenient, simple, and paperless way for your customers to pay you. However, many bill payments initially submitted online can still end up as mailed paper checks by bill service providers. These check payments create exceptions and often have incomplete or inaccurate remittance details, which can result in processing delays for you.

With our electronic lockbox service, you can increase your straight-through processing rate of receivables and minimize your staff’s time spent handling exceptions — so that you achieve your goal to simplify bill payments. Our electronic lockbox service repairs exceptions and merges all your customers’ online bill payments into a consolidated electronic remittance file. You use the file to automatically update your AR system and apply credits to your customers’ accounts. Our service accepts payments from all major bill service providers and walk-in bill payment providers.

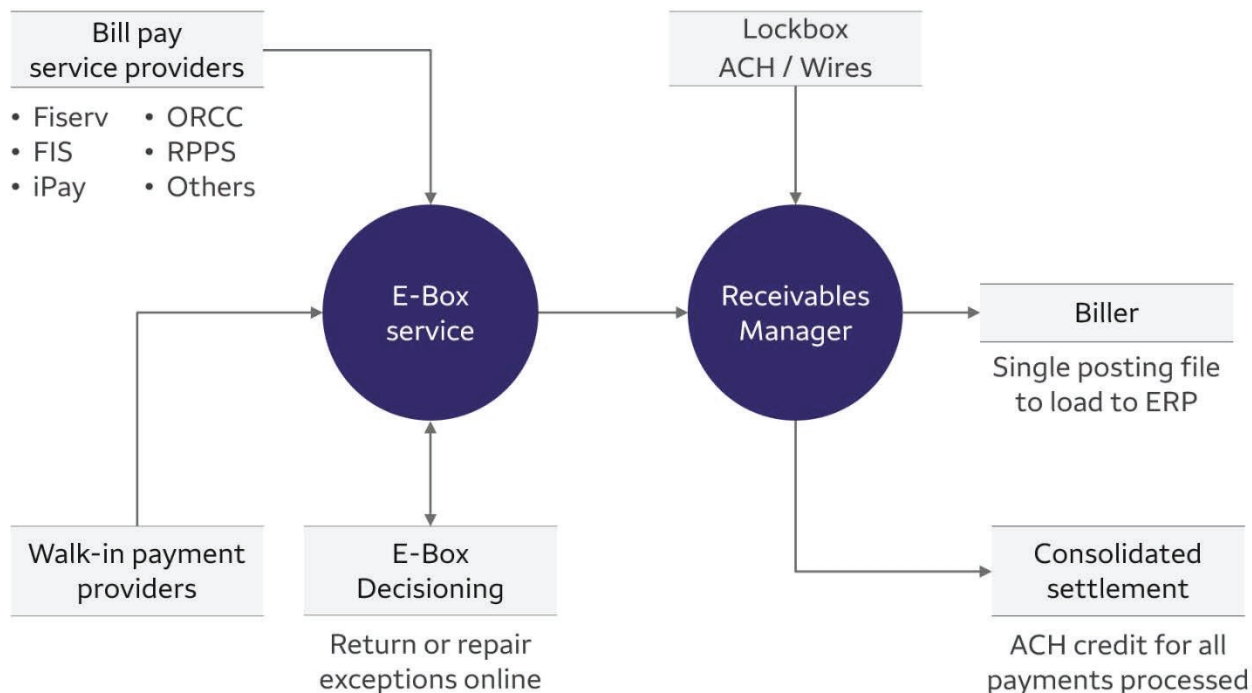


How it works

When you sign up, we notify the bill service providers in our network that you can receive payments through our electronic lockbox service.

The graphic on the following page shows the flow of a bill payment through the various channels using our electronic lockbox (E-Box) and receivables manager services.

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The City receives a single ACH credit to your deposit account.

Automated payment validation

To improve the quality and standardization of the remittance file you receive, you can instruct us to use one or more validation routines to identify, filter, and repair invalid payments or other exceptions.

We suspend payments that include errors or exceptions. You have the option to review the suspended payments online and decide what to do with them. You can also instruct us to reject and return payments that don't meet your validation routines to the originator.

The table on the following page provides descriptions of the validation routines you can choose:

Validation routine	Description
Account mask	Confirms that the inbound account number matches your billing account number structure
Check digit*	Uses a mathematical equation to determine if an account number is valid
Cross-reference database processing	Translates consumer-initiated account numbers we receive and corrects the account number prior to validation and processing (This database can correct inaccurate account information your customers enter and can make account number changes that may occur due to a merger, acquisition, or system change.)
Positive file processing	Compares inbound account numbers to a file of valid account numbers you provide
Stop file processing	Compares inbound account numbers to a file of unacceptable accounts you provide

* Applies to credit card billers.

Online payment management and research

Manage payments

With our electronic lockbox service, you can perform the following functions online:*

- View exception payments
- Initiate returns on exception and processed payments
- Update processed payments requiring account number changes for future processing
- Make decisions about exception transactions, including repairing payments with invalid account numbers
- Update your cross-reference database with valid account numbers and generate notifications of change (NOCs) to payment originators

Dual control
For added security, a second person can review and approve all changes initiated by another user.

* The functions you can perform depend on the features you select during implementation.

Research

The City can view and research processed payments and access information for reporting and trend analysis.

Payment history

You can locate transactions using the search criteria in the following table.

Account number	Consumer name or account number
Amount	Processed date
Billor ID	Trace number

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You can access all successfully processed payments for the previous 180 days. You can view and print full record-level data in HTML and PDF formats, and you can export data for manipulation and analysis in XLS and CSV formats.

Reporting

Our Return and Repair report provides a detailed, payment-level audit of all user activity performed during the past 180 calendar days. You can tailor it to show only payments that meet your search criteria.

You can view and print activity in HTML and PDF formats, or export in CSV and XML formats.

WellsOne® Commercial card services

The City currently utilizes our WellsOne commercial card program, which can help maximize convenience, efficiency, and control with one card and one platform. You have the potential to realize significant savings in time, transaction-processing costs, and internal resources required to support the program.

Additionally, you have an ally with more than 28 years of experience in the card industry and knowledge to help make your program successful.



Commercial card features and potential benefits

Accepted almost everywhere

We issue both Visa® and Mastercard®, with both platforms boasting millions of global acceptance locations.*,† This coverage means your employees can make purchases almost everywhere cards are accepted.

* Visa. 2021. "[Visa Annual Report 2021](#)." [Visa](#) > Investor Relations > Annual Reports & Meeting.

† Mastercard. November 10, 2021. "[Mastercard Investment Community Meeting](#)." [Mastercard](#) > Investor Relations > Events and Presentations.

Corporate liability: A best practice

Organizations typically choose a corporate liability program because it's designed to:

- Increase visibility of spending across the entire organization
- Decrease costs, losses, and risk
- Eliminate individual liability and unnecessary burdens on employees

Corporate liability also means that your earned revenue share doesn't depend on cardholder reconciliation — giving you the potential to earn more.

Online program management

For low IT burden and flexibility, manage your program through our expense management service, which offers self-administration functionality and customizable components. There is no need to install hardware or software on your system.

WELLS FARGO

Our service provides:

- Intuitive coding of common expenses
- Real-time online card management
- Comprehensive standard, custom, and ad hoc reports
- Customizable transaction fields
- Secure multi-level approvals

You can upload expense data from the application to your ERP and treasury workstation platforms, which eliminates any manual data entry to your general ledger.

Your employees can use our expense management service to:

- Review and approve transactions
- View and upload receipts
- Input cash expenses
- Reclassify line items to multiple cost centers

Handle tasks on the go

Employees can manage their expenses when away from their desks using our end-to-end mobile service.* Cardholders and approvers can complete almost all of their card-related activities using their mobile devices. For example, they can snap receipt images at the time of purchase, manage charges and expenses, approve transactions, and view available credit and declines.

* Functionality for our WellsOne Expense Manager mobile application requires a WellsOne Commercial Card, use of our WellsOne Expense Manager service, and access to Wells Fargo VantageSM. Download the latest version of the application for your device from the Apple App Store or Google Play store.

Tap to pay

There's no need for employees to swipe their cards to make purchases they simply tap it and go wherever they see the Contactless icon.

Digital business-to-business payments

Don't miss the potential time and cost savings of digital payments. With our WellsOne Virtual Card PaymentsSM service, you can pay suppliers using unique virtual card numbers. Initiate a payment through our online application, by API, or by file transmission. We produce a unique virtual card number and send it, along with transaction details, to your supplier in a secure email. Use an electronic transaction detail file to close transactions within your accounting system. For added control and ease of reconciliation, you can additionally limit payments to an exact dollar amount or make the payment available for a limited time.

One file for all payments

To help simplify your payables process even further, send us an electronic payment file directly from Tyler Incode, your ERP system. **You can consolidate multiple payment types — check, ACH, wire transfer, and virtual card transactions — in a single file.** Upon receipt of the file, we separate payments by type, process them accordingly, and send human-readable remittance information to the payee.

WELLS FARGO

We help onboard your suppliers

Our experienced Supplier Analysis and Onboarding (SAO) team can help strengthen your supplier trading partner relationships through a single program that covers both commercial card and ACH payments. We use proprietary analysis tools to analyze your supplier base and then create a customized strategy and targeted outreach campaign specific to your needs.

Security features

Alerts

We automatically send at least one cardholder a fraud alert by email when we identify a suspicious card transaction. The City can also enroll in text* alerts for cardholders. Recipients, once enrolled, can confirm whether transactions are fraudulent by simply responding to our texts. This response can help detect and prevent fraud almost instantly.

Liability protection through Visa

Each commercial card program is eligible for a liability waiver offered through Visa up to \$100,000. This waiver can help protect your organization from certain employee misuse or other unauthorized charges.

Additionally, you can enroll in optional financial alerts. Financial alerts provide cardholders with real-time access to card transaction data and credit availability when a transaction occurs. Cardholders can receive an email, text, or both for the following types of transactions:

- Purchases with a dollar threshold
- Online purchases
- Available credit
- Declines

Up to ten contacts can receive alerts for a single card.

* Some states restrict employees' use of personal mobile devices for work purposes or otherwise impose obligations on employers. Before enrolling employees, please review applicable state laws related to the use of commercial cards and related services with your legal counsel to ensure compliance. Availability may be affected by mobile device coverage. Mobile carriers' message and data rates may apply.

Help protect yourself from fraud

It's important to have the best fraud protection for your cardholders and accounts. We use proprietary fraud mitigation technology, customized transaction monitoring, and convenient reconciliation tools to help keep your cardholders and accounts safe. Enhanced fraud alerts are just one of the capabilities we use to fight fraud.

Dedicated account manager

We assign a dedicated account manager who meets with you regularly to track program statistics and measure them against your key goals. In addition to this benchmarking, your account manager updates you on industry developments and best practices that promote card use.

Around the clock support

We have two commercial card service centers within the U.S. dedicated exclusively to serving our commercial card customers. Our representatives assist with card maintenance services, such as reporting a card as lost or stolen and answering questions about cardholder transactions. You can call our service team for support, 24 hours a day, seven days a week.

Virtual Card Payments service

Payment modernization was accelerated by the pandemic with organizations migrating to digital payment methods like virtual cards.



Virtual cards can help:

- Streamline your AP process and move you away from manual payment inefficiencies
- Increase security and control because each virtual card number is unique and issued for a specific transaction and dollar amount
- Provide better control of your cash flow through improved data capture and reporting
- Potentially earn you revenue share just for paying your suppliers

Did you know?

Almost 40% of commercial card using organizations have adopted virtual cards; within three years that figure is expected to rise to 44%.*

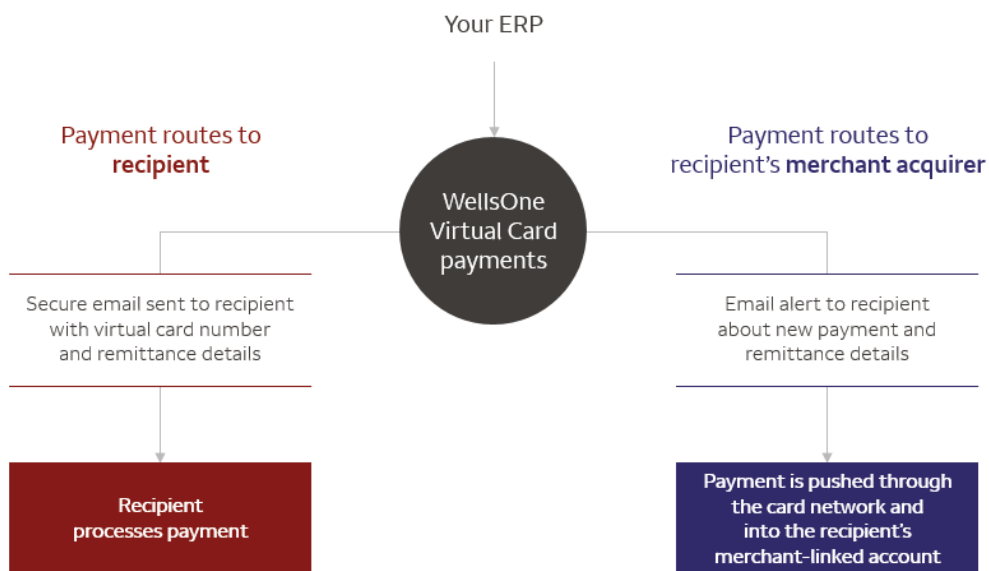
*2022 RPMG Benchmark Survey Results.

How it works

- The City transmits payments to us in a consolidated payments file, within our Virtual Card Payments application, or by uploading a CSV file.
- We assign unique, virtual card numbers to each payment.
- Based on business rules that you establish during implementation, payments route to either your recipient or their merchant acquirer for processing.
 - **If a payment routes to your recipient**, we send a secure email with your payment details and virtual card number. Recipients may process your payment in the same way as their other card payments. To help you reconcile, you receive an electronic remittance file to upload transactions within your accounting system. Alternatively, you can view transaction status online.
 - **If a payment routes to your recipient's merchant acquirer**, the merchant acquirer processes your payment. Your recipient receives an email notification with remittance information including payer name, invoice number, and transaction amount. To help you reconcile, you receive an electronic remittance file to upload transactions within your accounting system. Alternatively, you can view transaction status online.

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The following workflow shows how our service works.



On-demand payments

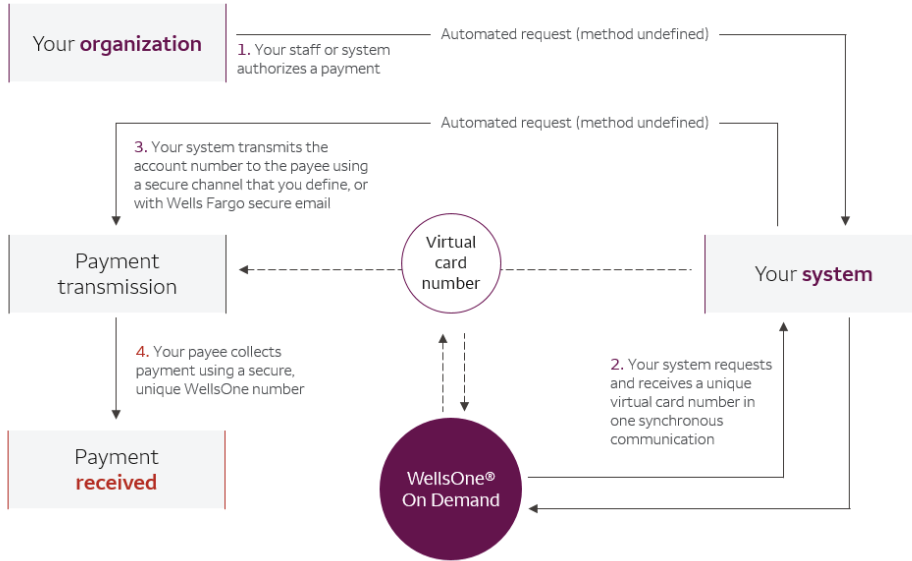
Our On Demand payments service uses API technology to connect your system to ours, giving you access to unique, virtual card numbers almost instantly. Because there's little human intervention involved, you can potentially reduce your risk for errors and fraud.

How it works

- The City initiates an API call.
- Your system requests and receives a unique, virtual card number in one communication.
- You transmit the unique, virtual card number to your payee using your own secure channel or our secure email service.
- Your payee processes and collects the payment.
- You, automatically or manually, reconcile transactions by initiating an API inquiry and response by date range. Alternatively, you can receive an electronic remittance file from us to upload transactions within your accounting system.

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The following workflow shows how our service works.



C. The average ledger balances of the accounts are estimated to be \$500,000 and the maximum ledger balances are estimated to be \$1,000,000. Most of which will be transferred out daily for investment by the City.

Sweep services

The City currently uses our Money Market Mutual Fund Option which automatically sweeps excess collected balances into the Government Fund Institutional Share Class Fund. Because funds stay invested until you need them, you can generate earnings without sacrificing access to your cash. If your checking account balance is above your target balance at the end of the day, we automatically sweep the excess balance from your account into an FDIC-insured omnibus account* at the bank. At the beginning of the **next business day**, we transfer the funds to the money market mutual fund custodian. The custodian invests funds in a non-FDIC insured, non-bank guaranteed money market mutual fund.†

* Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit. Additionally, government deposits remain collateralized in accordance with state or federal law. We hold funds in your organization's name until released for investment the following business day.

† This statement is just a summary. For complete information, please see the Wells Fargo Stagecoach Sweep® Service Description and the current prospectus for the Allspring Funds ALLSPRING FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF ALLSPRING GLOBAL INVESTMENTS HOLDINGS, LLC ("ALLSPRING GLOBAL"), PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR THE ALLSPRING FUNDS®. OTHER SUBSIDIARIES OF ALLSPRING GLOBAL PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY ALLSPRING FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, A SUBSIDIARY OF ALLSPRING GLOBAL. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting allspringglobal.com, by calling 1-800-260-5969, or by contacting Relationship Manager Dane Hawkins. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus.

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We also offer a credit sweep service that allows you to use bank account balances to pay down a line of credit. You can use the line of credit to fund a bank account that has fallen below a target balance amount. You can also choose to tie an investment sweep to the credit sweep account structure.

Sweep accounts provide:

Automated investment of funds

By sweeping automatically each night, our service eliminates the need for costly and time-consuming manual funds movement to and from investment accounts.

Accuracy of funds transfer

Sweep transfers occur after all the day's debits and credits post to your account. Transferring funds after debits and credits post helps ensure that the sweep won't accidentally overdraw your account.

Consolidated reporting

You receive a monthly statement that includes information on your balances and the interest paid on your investment. Our confirmations provide you with sweep transaction activity and daily rates. You can monitor your sweep activity online using our information reporting service. We can also deliver your statements and notifications electronically.

D. Bank statements shall be rendered within five (5) working days after the close of the calendar month. The cutoff cycle for all City accounts must be the calendar month. The statement shall include deposits made on the last day of the period. The accompanying checks in the two disbursement accounts (Payroll and Disbursement) will be in numerical order. The bank will provide the ability to reconcile accounts using the City's AIS by providing electronic files formatted with a fixed length or comma delimited file type. The bank will provide positive pay service.

As the incumbent bank, Wells Fargo will continue to meet these requirements.

You can continue accessing bank statements, account analysis statements, and ARP reports in PDF format through our online banking platform.

When processing paper items, check truncation is our standard service. We image these items and store them on site. The length of time we retain physical checks depends on how we receive and process them.

Items captured in Operations are destroyed after 10 days while items captured in our branches are destroyed after 20 days. Items received in Lockbox are destroyed after five days.

We retain images for seven years after posting.

Positive pay services

With our Positive Pay service we identify checks that may be fraudulent or unauthorized by matching checks presented against your account for payment to the check issue information you provide us. We report positive pay exceptions to you through our online banking platform.

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You make pay or return decisions through the online banking platform. You can also use our mobile service to make your positive pay decisions.

Positive pay at the teller line is included with all positive pay accounts. When you send check issue information to us, we make the information available to our tellers at all Wells Fargo branches within 30 minutes of receipt. This procedure enables them to verify that an issue record is on file before cashing a check or accepting some checks for deposit.

Positive pay at the teller line

Our ability to update check issue files more than 50 times a day, seven days a week, distinguishes us from other banks.

We capture your positive pay files and upload them to the ARP system daily every 15 minutes 8:00 a.m. to 10:00 p.m. Central Time. Within 30 minutes of receipt of each file, tellers can view your most current positive pay information.

This integration between our positive pay service and our teller system provides additional protection to the City against check fraud. When presented with an unmatched item, the teller may return the check to the payee and refer the payee to the City for further instruction.

Payee validation

Our optional payee validation service validates payee names on all checks presented for encashment* at our teller windows and on deposited checks above the threshold dollar amount. We pay payee matches and we report payee mismatches to you for your pay or return decision.

* If the payee is not a Wells Fargo customer, the bank will charge the payee a check-cashing fee when the payee presents a check for cash at a Wells Fargo location. Alternatively, the City may pay the check-cashing fee as part of your account analysis.

Integrated fraud tool for ACH and check positive pay

Our integrated fraud tool, available through our online banking and mobile services*, provides a central location for you to review potentially fraudulent ACH and check transactions. The streamlined workflow combined three of our online applications —check positive pay, adding check issues, and ACH Fraud Filter —into one.

* Download the latest version of the CEO Mobile app available for your device from the Apple App Store or Google Play store.

E. The City intends to pay for all account services provided by the Bank as set forth in section III-B. The method expected to be used for the payment of these services shall be to compensate the depository with sufficient account balances to offset calculated charges shown by account analysis. The City shall require computer statement analysis each month which shall clearly show volume counts, fees charged, and total price for servicing the account. The account analysis shall also show average ledger balances, average collected funds, average collected balances, interest rates, and the amount of interest paid or credited to the account.

You receive a monthly account analysis statement detailing fees, the ECR, and any fees due. The earnings allowance is based upon the ECR and balances (excluding controlled disbursement accounts). The same price schedule applies, regardless of the earnings allowance.

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We debit your account after each billing period for the fees in excess of the earnings allowance; however, Treasury Management Sales Consultant Kevin Shepherd can discuss alternative payment options and billing periods with you.

We use an ECR to calculate the amount of fees offset by balances. The ECR is set internally on a monthly basis at our discretion and may be adjusted during the month to react to market changes.

Our online interactive statement is available within two business days after the statement cycle's cutoff date. By comparing account summary information for the current month with the previous 12 months, you can spot trends in your account activity.

Statement sections

Your statement provides pertinent balance and activity information in a concise and logical format. We describe key sections of our account analysis statement in the following paragraphs.

Relationship summary

You'll readily see a summary of all accounts within your relationship.

Analysis summary

This section includes a summary of account balance, earnings allowance, and service charges. The currency on this section is the currency of the billing account.

Balance summary

The balance and service charge information for all your accounts appears in this section.

Service detail

You will get a detailed description of services billed in the current month — along with the corresponding AFP code, unit price, volume, and service charges.

Trend analysis

To assist you in monitoring trends, this section displays the most recent six months of average balances and service charges. Each column has headings that match an item in the analysis summary or balance summary section.

F. The City shall receive same day credit for all funds deposited by 3:00 P.M.

We review our availability schedules annually. We determine availability in accordance with applicable law and Wells Fargo's availability policy. Our policy considers factors such as (but not limited to) the routing transit number on the check, deposit location, and deposit method (for example, branch, deposit-enabled ATM, or remote deposit capture).

We give immediate availability for on-us items, except for our controlled disbursement items. Those items are available on the following business day.

We calculate availability on an item-by-item basis.

WELLS FARGO

Most of our customers use our accelerated availability schedule. We offer alternate schedules on a case-by-case basis. Your treasury consultant can work with you to help ensure that you have the most appropriate availability schedule for your account.

Please refer to the Appendix Tab B of our proposal for the availability schedule specific to the services requested.

G. Please provide by attachment a detailed explanation of the Bank's policy and methodology used in the setting of rates to be paid on the average daily checking account statement balance. Indicate when the rates change and if they are based on a market rate such as T-bill discount or yield rate.

We set our standard ECR internally each month after evaluating a combination of factors including changes in the Fed Funds Target rate and competitor ECRs. We do not use indexes, such as the Treasury Bill (T-Bill), to set the standard rate.

We set the rate at our discretion and may adjust it during the month to react to market changes.

We can add interest-bearing accounts to your account analysis structure. However, the ECR for these accounts will be set to 0.00%. Earnings credit will not be calculated on these balances.

We use the following formula to calculate the earnings allowance:

$(\text{Investable balance (also called average daily positive collected balance)}) \times (\text{number of calendar days in the month}) \times (\text{ECR}) \div \text{actual number of days in the year}$

IV. Investment activities

A. Subject to government regulations, the following is a schedule of bids for single maturity time deposits or certificates of deposit to be completed by the proposing financial institutions:

Certificates of Deposit - \$100,000 or more:

<u>MATURITY</u>	<u>BASE</u>	<u>ADJUSTMENTS TO BASE</u>
14- 20 days	* plus	<u>.10</u> basis points
30- 59 days	* plus	<u>.10</u> basis points
60- 89 days	* plus	<u>.91</u> basis points
90- 119 days	* plus	<u>.91</u> basis points
120- 149 days	* plus	<u>.91</u> basis points
150- 170 days	* plus	<u>1.90</u> basis points
180- 209 days	* plus	<u>1.90</u> basis points
210- 239 days	* plus	<u>1.90</u> basis points
240- 269 days	* plus	<u>1.90</u> basis points
270- 299 days	* plus	<u>1.90</u> basis points
300- 329 days	* plus	<u>1.90</u> basis points
330- 365 days	* plus	<u>1.90</u> basis points
Over365 days	* plus	<u>1.90</u> basis points

A basis point equals 1/100th of one percent

*BASE - is yield for the nearest corresponding maturity date of U.S. Treasury Bills (as reported in the Wall Street Journal for the previous day).

B. Your rate or basis for maturities beyond one year.

C. The maximum amount of time deposits the Bank is able to accept pertaining to the rates proposed in Section V-as is \$*see below*.

*There is not a maximum amount regarding time deposits.

WELLS FARGO

D. **INTEREST CALCULATIONS.** Interest on all certificates of deposit shall be computed on an actual day basis, and the interest shall be paid to the City on the last business day of the month or the maturity date, whichever is earlier. Payment shall be made by crediting the Bank account. Interest calculations shall include the first day in the investment period but shall not include the day of maturity.

Acknowledge and agree.

V. Collateral requirements

A. SECURITIES PLEDGED. As security for the checking account deposits and time deposits of the City of Jersey Village, the Bank shall pledge to the City, securities equal to the largest total balances the City of Jersey Village maintains in the Bank, plus accrued interest. The securities comprising the pledge shall be marked to 110% market value on the last day of each month. The securities so pledged, the amounts thereon and the time for pledging same shall satisfy the requirements of V.T.C.A. Texas Public Funds Collateral Act Statutes.

Securities pledged to the City of Jersey Village shall be approved quarterly by the Loan Committee and/or the Bank Board of Directors and be recorded in the minutes of same so that State or Federal FDIC Regulatory or Audit Agencies can readily determine the securities pledge to the City of Jersey Village. Signed copy of minutes, excluding confidential Bank information shall be provided quarterly to the City.

Wells Fargo will pledge investment grade securities as permissible by applicable law.

Wells Fargo pledges collateral based on previous end of day balances. If same day pledging is needed, the City must notify the Public Funds Collateral Management team by email or phone by 8:30 am Central Time.

In Tab C of the Appendix, we provide a copy of the current Depository Pledge Agreement for the Board Resolution approval.

B. The Bank shall provide the City a report of securities pledged at the end of each month or at any time requested by the City manager or a designated representative.

Total pledged securities itemized by:

Name (showing joint safekeeping for Bank and City of Jersey Village)
Type/Description
Par Value
Market Value at Month End
Maturity Date
Moody's and/or standard & Poor's Rating Coupon Rate

We currently provide a monthly report. Please note the reports do not include the rating.

Bank of New York Mellon provides online access to price reports.

WELLS FARGO

- C. SAFEKEEPING.** The securities pledged shall be held in joint safekeeping for the Bank and the City of Jersey Village. Safekeeping must be done by a separate and different Bank other than the Depository Bank or any affiliate of the Depository Bank.

Bank of New York Mellon Trust will continue to act as custodian.

The original copy of all security receipts shall be filed with the Director of Finance of the City of Jersey Village. Written release by the City is required for all releases or substitutions of pledged accounts.

We will comply with the provisions as defined in the existing Depository Pledge Agreement with the City. Please refer to Appendix Tab C.

Please submit a copy of the and the name of the Safekeeping Bank to be used in the event you are awarded the Bank Depository Contract. The Depository Bank hereby grants to the City of Jersey Village a first priority security interest in the pledged securities and the Safekeeping Bank is authorized and instructed to release the collateral securities to the city if the Depository Bank has been closed by a regulatory authority, or is in default of this agreement, and if instructions for release have been formally requested by the City Council by ordinance or resolution.

The City is an existing customer. Please refer to the Appendix Tab C for the Depository Pledge Agreement we have on file.

- D. SUBSTITUTIONS.** Any substitutions of the securities or reductions in the total amount pledged shall be made only by and with proper written authorization approved by the City Manager or the Director of Finance. All securities to be pledged are subject to approval by the City of Jersey Village. Any state or local government securities pledged shall have a rating of A or better by Moody's or Standard & Poor's Investor Service. At least five (5) days will be required for said approval. The City agrees to accept the insurance provided by membership of the Depository in the Federal Deposit Insurance Corporation in lieu of actual collateral security for the maximum amounts insured.

Substitution provisions are outlined in section 3 of the attached Depository Pledge Agreement. Wells Fargo will substitute without prior written approval.

- E. WIRE SERVICES.** The third-party Safekeeping Bank must be a subscriber to the Federal Security Wire System.

Agreed.

VI. Overdrafts and loan provision

A. Overdrafts defined

The City does not intend to have a net overdraft position throughout the course of the contract. An overdraft shall be defined as a negative demand balance in the City accounts collectively, not by individual account. This includes daylight overdrafts.

Should an overdraft occur in the aggregate, the following stipulations shall apply:

1. The maximum number of days the overdraft shall be allowed is *see below*.

*Wells Fargo does not have a policy regarding the maximum number of days allowed for an overdraft. We will work with you to remedy any overdraft occurrence as quickly as possible.

2. The maximum amount of the net overdraft to be allowed shall be \$ *see below*.

*Wells Fargo does not have a policy regarding the maximum number of days allowed for an overdraft. We will work with you to remedy any overdraft occurrence as quickly as possible.

3. The interest rate shall be *see below* per annum computed on an actual day basis.

*We describe how we calculate overdraft fees in the following paragraphs.

Cap on fees

There is no daily cap on overdraft fees.

Interest assessed

In those situations where an overdraft occurs in the funding account, we assess an interest charge on collected balance overdrafts, as well as a per item fee for each overdraft.

Interest rate calculation

We base the interest rate on our prime borrowing rate + 2%. The formula is:
(average daily negative collected balance x overdraft rate x days in period) ÷ (360)

Offset fees

The earnings credit allowance can offset overdraft fees.

WELLS FARGO

In the event a check or checks shall be presented for payment on any account or accounts maintained by the City of Jersey Village where there shall be insufficient funds for the purpose of paying checks, then the Depository Bank shall pay checks and agrees to notify the Director of Finance or a designated representative by telephone or other means, of the existence of the overdraft situation.

We will notify the City promptly of any overdraft positions, and we will work with you to remedy any overdraft occurrence as quickly as possible.

B. Short term loans

The Bank agrees to loan funds to the City of Jersey Village on a short-term basis, if needed, for operational purposes and for capital expenditures. The Bank also agrees to purchase Certificates of Obligations that the city may issue in a private sale basis, if needed, for operational purposes and/or for capital expenditures. Specify the terms and conditions by which the Bank shall loan funds to the City on a short-term basis and/or purchase Certificates of obligation which may be issued in a private sale.

Wells Fargo has the capability to provide short term loans, under Texas statutes, for operational purposes and capital expenditures. Wells Fargo also has the capability to purchase Certificates of Obligation that the City might issue at its discretion. The terms that Wells Fargo will consider for each of these purposes will be evaluated at the time of need and if Wells Fargo elects to proceed, the terms and conditions will be provided to the City at that time for each issue.

DESCRIPTION	SHORT TERM LOAN	PURCHASE OF C.O.
1. Maximum Length (days, months, years)	_____	_____
2. Maximum Amount	_____	_____
3. Interest Rate Per Annum (based on Basis defined in Section IV, A)	_____	_____

VII. Other stipulations

A. The successful Bidder shall notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would thereafter affect the Depository Agreement. The Bank shall also notify the City of any services that become available to the City throughout the contract period.

The Bank will only provide notification of changes in federal or state regulations as required by law. Any such notification to be provided within the time period provided for under law or in accordance with the Bank's terms and conditions governing the accounts and treasury management services.

B. Notification of wire transfers shall be made within one hour of the transaction and a duplicate copy furnished to the City within twenty-four hours.

We acknowledge and agree.

You can track the status of wires you initiate online using our Wires Payment report. Our report updates throughout the day and shows status of your wires from initiation and approval to release.

You can find confirmation of wires initiated online through our Wire Transfer Detail and Intraday Composite reports. Both reports contain timely information about outgoing wire transfers.

Additionally, if you subscribe to our optional Alerts service, you can choose to receive notifications of the following activities:

- When a wire is sent
- Rejected wires
- Wires requiring approval
- Successfully and unsuccessfully processed wires

You can receive alerts by email and text at the frequency you choose.

C. In the event it would be ruled illegal under the provisions of any Federal Statute or regulation for the Bank to pay interest in the manner outlined in the RFP, then the City expressly reserves the right and privilege to cancel the contract and to re-bid the Depository services.

Acknowledged.

WELLS FARGO

- D. The Bank's records relating to the City of Jersey Village accounts shall be open to review by either City staff members or city appointed independent auditors during normal business hours.**

Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.

- E. The proposing Bank shall submit a copy of their last annual financial statement along with their last two quarterly FDIC call reports.**

You can locate Wells Fargo & Company's most recent annual report through the following site: wellsfargo.com/invest_relations/annual.

You can locate Wells Fargo Bank, N.A.'s last four quarterly call reports through the following site: <https://cdr.ffiec.gov/public/ManageFacsimiles.aspx> by using the Wells Fargo Bank, National Association FDIC Certificate No. 3511.

- F. The term of the contract shall be the period beginning October 1, 2023 and ending September 30, 2025 or thereafter until a successor Depository has been selected. This contract shall be automatically extended up to 90 days if the City is actively proceeding with re-bidding procedures but, for whatever reason, cannot finalize the bidding or selection process by the end of the contract period.**

Wells Fargo submits that any extensions or renewals should be mutually agreed upon in writing by the parties.

- G. Bank agrees to honor and continue any investments made during the term of this contract that will mature after the expiration date at the same rate of interest.**

Acknowledged and agreed.

- H. This contract is governed by the laws of the State of Texas. Venue shall be exclusively in Harris County.**

Wells Fargo is willing to negotiate an appropriate venue/jurisdiction provision, which would include allowing federal court as a venue/jurisdiction.

VIII. RFP instructions and requirements

A. Sealed proposals clearly marked with “DO NOT OPEN – RFA - NO. 2023-02” shall be delivered in triplicate along with one (1) electronic copy to the office of Lorri Coody, City Secretary by 2:00 p.m., August 31, 2023:

By Mail:	City of Jersey Village	In person:	City of Jersey Village
	16327 Lakeview		16327 Lakeview
	Jersey Village, Texas 77040		Jersey Village, Texas 77040

NO REQUEST FOR PROPOSAL SHALL BE ACCEPTED AFTER 2:00 P.M. AND SHALL BE RETURNED UNOPENED IF RECEIVED AFTER 2:00 P.M.

Acknowledged.

B. The proposing Bank shall submit the RFP form as the OFFICIAL RFP FORM to submit rates and to answer questions. Any major changes or deletions that alter the intent of the RFP may be grounds for the City to disregard and reject the RFP and the bid. Variations or exceptions must be noted on the bid or on separate paper with reference to the appropriate section number.

Acknowledged.

C. The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

Acknowledged and agreed.

D. The City reserves the right to reject any and all proposals.

Acknowledged and agreed.

E. The Proposer states that it is a Banking institution chartered under the laws of the United States or of the State of Texas.

Wells Fargo & Company is a nationwide, diversified financial services company that is community-based and relationship-oriented.

Its principal banking subsidiary, Wells Fargo Bank, N.A., is a national banking organization.

WELLS FARGO

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IX. Other miscellaneous

A. The City of Jersey Village shall require a review meeting occasionally to evaluate the working relationship between the City and the Depository Bank. The objective shall be to address any problems and to discuss the procedures involved in protecting the City's funds and pledged collateral.

Acknowledged and agreed.

As relationship manager for the City, Dane Hawkins will schedule meetings and create the agenda topics based on your feedback. Meetings can be as often as the City would like, including once every six months. A typical meeting will always include:

- A “check in” to see how things are going and if there are any service issues that need immediate attention
- A Wells Fargo update, for example new services, technology, and market trends
- Discussion around your strategic initiatives and plans

Dane will also manage the number of bank attendees participating in the meeting. Depending on the agenda topics to be covered, other Wells Fargo team members such as Treasury Management Sales Consultant Kevin Shepherd or product partners may be invited.

B. The final appointment of a Depository Bank shall be made by the Jersey Village City Council. The Proposer will be required to enter into a contract that incorporates all of the obligatory points in this RFP.

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with the City in connection with the deposit and treasury management products and services requested under the RFA. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFA, including language that purports to require specific comments (or to prohibit general exceptions) to the City’s contractual requirements or to bind Wells Fargo to the City’s contractual requirements unless specifically commented upon.

Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

C. This Request for Proposal has been duly advertised and is being offered for consideration to financial institutions within the general vicinity of the city of Jersey Village as permitted by State Laws.

Acknowledged.

D. Upon being awarded the contract, the Depository Bank shall designate an individual to be the official contact person for all correspondence. The Bank shall be responsible for training and communicating the terms of this contract to Bank employees.

Dedicated relationship team

An entire team is specifically assigned to the City and consults with you on all aspects of your banking relationship. Relationship Manager Dane Hawkins and Treasury Management Sales Consultant Kevin Shepherd are part of our Government Banking group, a team of seasoned professionals dedicated exclusively to serving the unique banking needs of the public sector. This team provides consultative, analytical, and qualitative service — your needs are our priority.

The following table lists your entire relationship team, including contact information and brief biographies.

Relationship Manager
Dane Hawkins, Vice President



1000 Louisiana St.
Ninth Floor
Houston, TX 77002

dane.hawkins@wellsfargo.com
713-319-1328 office
832-622-1604 mobile

Dane offers the City consultative financial and banking guidance and coordinates the team of specialists that support your banking relationship. Dane is your advocate at the bank.

Dane has worked in banking for 18 years. He has five years of Government Banking experience, and has worked at Wells Fargo as a Senior Relationship Manager since 2022. He is a member of the Government Finance Officers Association (GFOA) and Municipal Advisory Council (MAC) of Texas. Dane also serves on the Greater Houston Public Affairs Council.

Dane received his B.A. degree in history from the University of Houston.

Relationship Associate

Lori Reneau



Lori supports your relationship manager and helps to enhance your customer service experience. She serves as your liaison with other areas of the bank.

She also assists with questions related to account analysis statements and overdrafts.

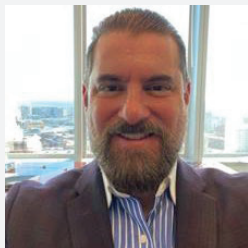
Lori has been a relationship associate since 2008.

6250 Delaware St.
Suite A
Beaumont, TX 77706

lori.reneau@wellsfargo.com
409-861-6329 office

Treasury Management Sales Consultant

Kevin Shepherd, Director



Kevin offers his treasury management expertise to the City. He shares best practices and product and service information to guide you in developing your treasury management program. Kevin will leverage his experience and knowledge of working exclusively with Government clients to help the City take advantage of innovation, technology, driving efficiencies, increase working capital/cash flow and protect your accounts from fraud.

Kevin has worked in banking since 2004. He began working for Wells Fargo in January 2023 and has been a treasury management consultant since 2015.

Kevin received his Bachelor of Science in business administration from Texas A&M - Commerce.

1445 Ross Ave.
43rd Floor
Dallas, TX 75202

kevin.l.shepherd@wellsfargo.com
469-834-5618

Treasury Management Sales Analyst
Nick Shaw, Assistant Vice President



Nick supports Treasury Management Sales Consultant Kevin Shepherd. He works with you to begin new service implementations and can assist with treasury management questions when Kevin is unavailable.

Nick has been a sales analyst since 2021 and has been with Wells Fargo for more than 15 years. Nick has experience in various roles in both retail banking and treasury management.

8601 N. Scottsdale Rd.
Second Floor
Scottsdale, AZ 85253

nicholas.a.shaw@wellsfargo.com
480-887-7570 office

This proposal is submitted by the following person duly authorized to act on behalf of the Bank:

Dane Hawkins,
Senior Relationship Manager

Officer's Name and Title
(please print)

Officer's Signature

Wells Fargo Bank, N.A.

August 29, 2023

Name of Bank

Date

1000 Louisiana St., Ninth Floor
Houston, TX 77002

713-319-1328

Address

Telephone Number

Submission checklist

The following schedules, information, and attachments shall be incorporated into the package along with this RFP in order for the proposal to be complete:

***III-B. Other services available to the City**

Acknowledged. Please refer to pages 15-39 for information on recommended services.

***III-E. Sample of monthly account analysis**

Please refer to Appendix Tab D.

***III-G. Explanation of the bank's policy and methodology of money market interest rates**

We provide an explanation of our policy and methodology on page 44.

***V-C. Sample of a safekeeping receipt**

Please refer to Appendix Tab E.

***V-C. Copy of the safekeeping agreement and the name of the trustee bank**

Please refer to Appendix Tab E.

***VII-E. Copy of last annual financial report statement and the subsequent FDIC call reports**

You can locate Wells Fargo & Company's most recent annual report through the following site: wellsfargo.com/invest_relations/annual.

You can locate Wells Fargo Bank, N.A.'s last four quarterly call reports through the following site: <https://cdr.ffiec.gov/public/ManageFacsimiles.aspx> by using the Wells Fargo Bank, National Association FDIC Certificate No. 3511.

Appendix

Pricing	Tab A
Availability schedules	Tab B
Depository pledge agreements	Tab C
Sample account analysis statement	Tab D
Safekeeping information	Tab E
Disclosures	Tab F
Account agreements and service descriptions	Tab G



Treasury Management Pro Forma

City of Jersey Village

Pricing as of August 2023

ANALYSIS SUMMARY

Average Positive Collected Balance	\$	0.00
Reserve Requirement @ 0.00%	\$	0.00
Investable Balance Available for Services	\$	0.00
Monthly Analyzed Charges	\$	1,063.38
Earnings Allowance @ 2.50%	\$	0.00
Net Monthly Analyzed Charges	\$	1,063.38
*Monthly Fee Based Charges	\$	0.00
Total Monthly Analyzed Charges	\$	1,063.38
*Charges not offset by balances		
Investable balance required to offset \$1.00 of analyzed charges	\$	486.67

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
BALANCE & COMPENSATION INFORMATION					
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	17	2.17
BALANCE & COMPENSATION INFORMATION Subtotal					2.17
GENERAL ACCOUNT SERVICES					
22051	010000	ACCT MAINTENANCE	4.00000	3	12.00
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT	0.00000	1	0.00
DS001	010021	ZERO BALANCE MONTHLY BASE	10.00000	2	20.00
CK021	010100	DEBITS POSTED	0.02000	96	1.92
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER	15.00000	1	15.00
GENERAL ACCOUNT SERVICES Subtotal					48.92
DEPOSITORY SERVICES					
CK199	10001A	POST VERIFY CASH DEPOSITED	0.00260	44,448	115.56
CK197	100040	CASH ORDER FEE IN A WF BRANCH	11.75000	3	35.25
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	0.65000	42	27.30
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	0.00400	1,690	6.76
22723	10001A	BRANCH DEPOSIT POST VERIFY	3.25000	51	165.75
002	100225	DEPOSITED CHECK	0.12000	922	110.64
DEPOSITORY SERVICES Subtotal					461.26
PAPER DISBURSEMENT SERVICES					
22030	150412	STOP PAYMENT - AUTO RENEWAL	4.00000	2	8.00
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	0.50000	1	0.50
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	0.50000	1	0.50
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	1.00000	1	1.00
12682	150120	POSITIVE PAY ONLY - ITEM	0.00000	154	0.00
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	25.00000	1	25.00
12670	150410	STOP PAYMENT - ONLINE	3.00000	2	6.00
22202	150100	DDA CHECKS PAID	0.12000	144	17.28
12675	150499	STOP PAYMENT - PAPER CONFIRMATION	7.50000	4	30.00
PAPER DISBURSEMENT SERVICES Subtotal					88.28
PAPER DISBURSEMENT RECON SERVICES					
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.01000	415	4.15
PAPER DISBURSEMENT RECON SERVICES Subtotal					4.15
GENERAL ACH SERVICES					
CK018	250201	ELECTRONIC CREDITS POSTED	0.02000	270	5.40
ES280	250000	ACH MONTHLY BASE	15.00000	2	30.00
ES211	250102	ACH FUTURE DATED ITEM	0.05000	1,224	61.20
ES349	250220	ACH RECEIVED ADDENDA	0.00000	71	0.00
ES344	250202	ACH RECEIVED ITEM	0.05000	300	15.00
06503	250302	ACH RETURN ITEM-MANUAL	7.00000	1	7.00
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	2.00000	10	20.00
ES801	250501	ACH TRANSMISSION CHARGE	2.00000	2	4.00
ES802	250501	ACH TRANSMISSION SPECIAL	2.00000	1	2.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

ES237	250710	ACH FAX SERVICE	7.00000	9	63.00
34377	250000	ACH PAYMENTS BASE FEE	15.00000	1	15.00
ACH1D	250102	ACH PAYMENTS FUTURE DATED ITEM	0.05000	28	1.40
ACHYD	250102	ACH PAYMENTS SAME DAY ITEM	1.50000	10	15.00
06535	250302	ACH NOC - MANUAL	9.00000	7	63.00
GENERAL ACH SERVICES Subtotal					302.00

WIRE & OTHER FUNDS TRANSFER SERVICE					
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	4.00000	2	8.00
WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal					8.00

INFORMATION SERVICES					
34123	40022Z	CEO ALERTS SERVICE - EMAIL	0.10000	21	2.10
34100	400052	CEO PREV DAY REPORTING SUBSCRIPTION	20.00000	1	20.00
27707	400340	CEO SEARCH	0.50000	3	1.50
46100	40005Z	CEO BASIC BANKING - MONTHLY BASE	10.00000	1	10.00
46102	40005Z	CEO BASIC BANKING ADDL ACCT-MO BASE	10.00000	2	20.00
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	10.00000	1	10.00
INFORMATION SERVICES Subtotal					63.60

INVESTMENT/CUSTODY SERVICES					
34110	450405	SWEEP ACCOUNT POSITION REPORT	10.00000	1	10.00
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	0.00000	1	0.00
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE	75.00000	1	75.00
INVESTMENT/CUSTODY SERVICES Subtotal					85.00

Total Analyzed Charges	1,063.38
Total Analyzed Charges	1,063.38
*Total Fee Based Charges	0.00
Total Service Charges	1,063.38

ADDITIONAL FEES THAT MAY APPLY					
08026	010610	CHECK DEPOSIT ADJUSTMENT	0.00000	0	0.00
ED515	059999	E-BOX PAYMENT RETURN	0.25000	0	0.00
ED516	059999	E-BOX PAYMENT REVERSED	0.25000	0	0.00
ED471	059999	E-BOX CONSUMER COLLECTION PYMT	0.15000	0	0.00
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF)	125.00000	0	0.00
ED470	059999	E-BOX PAYMENT	0.10000	0	0.00
ED521	050030	E-BOX REPORTING PACKAGE MTHLY BASE	90.00000	0	0.00
ED524	050030	E-BOX REVERSAL REPORTING MTHLY BASE	15.00000	0	0.00
28047	050530	E-BOX SUSPENDED PAYMENT PER ITEM	0.25000	0	0.00
28042	050030	E-BOX VALIDATION FILE BASE	90.00000	0	0.00
CK161	100006	CASH DEPOSITED IN WF BRANCH	0.00400	0	0.00
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE	1.50000	0	0.00
CK061	100400	RETURN ITEM - CHARGEBACK	2.00000	0	0.00
CK075	100402	RETURN ITEM REDEPOSITED	2.00000	0	0.00
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	12.00000	0	0.00
34237	100416	CEO RETN ITEM SUBSCRIPTION PER ITEM	0.03000	0	0.00
08052	100006	BRANCH DEPOSIT	4.55000	0	0.00
08504	100520	CASH VAULT ADJ ADVICE - US MAIL	1.50000	0	0.00
08160	100501	CASH VAULT DEP - ADJUSTMENT	8.00000	0	0.00
08025	100015	MISCELLANEOUS CREDITS POSTED	0.35000	0	0.00
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	0.25000	0	0.00
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	0.25000	0	0.00
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	20.00000	0	0.00
34337	200201	CEO CHECK ISSUES-ITEM	0.08000	0	0.00
06505	250302	ACH RETURN ADMIN -ELECTRONIC	6.50000	0	0.00
06504	250302	ACH RETURN ADMIN -MANUAL	7.00000	0	0.00
ES216	250102	ACH SAME DAY	1.50000	0	0.00
06506	250312	ACH RETURN UNAUTHORIZED -MANUAL	7.00000	0	0.00
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE	5.00000	0	0.00
ES230	250620	ACH DELETE - ITEM	30.00000	0	0.00
ES346	250622	ACH EXCEPTION PROCESS-DUPLICAT FILE	40.00000	0	0.00
ES361	250642	ACH REVERSAL - ITEM	35.00000	0	0.00
ES339	251010	ACH SPECIAL INVESTIGATION	35.00000	0	0.00
06510	251010	ACH AUTHORIZATION INVESTIGATION	50.00000	0	0.00
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	1.00000	0	0.00
06525	250302	ACH NOC - ELECTRONIC	6.50000	0	0.00
70065	259999	ACH ELECTRONIC CHECK RETURN	3.50000	0	0.00
28315	300200	E-BOX PER TRANSMISSION FEE	8.00000	0	0.00
28006	300200	REC MGR OR E-BOX TRANSMISSION	8.00000	0	0.00
28019	300010	RECEIVABLES MANAGER MONTHLY BASE	125.00000	0	0.00
ES038	359999	WIRE RISK	0.00000	0	0.00

ES139	350100	WIRE OUT DOMESTIC CEO/API	4.00000	0	0.00
ES147	350113	WIRE OUT XBDR USD CEO/API	30.00000	0	0.00
34208	350402	CEO WIRE DTL INTL BRNCH RPTD ITEM	0.05000	0	0.00
22990	401001	PHOTOCOPY CUSTOMER SERVICE - ITEM	20.00000	0	0.00
28043	050031	E-BOX SET UP	1,400.00000	0	0.00
28044	050031	E-BOX VALIDATION FILE SET UP	700.00000	0	0.00
ED543	050031	EBOX IMPLEMENTATION DEV HOURS	125.00000	0	0.00
28029	300322	REC MGR IMPLEMENTATION DEV HOURS	125.00000	0	0.00
28017	300320	RECEIVABLES MANAGER SET UP	950.00000	0	0.00

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit: www.wellsfargo.com/accountanalysis for additional information about the services.

Regarding your services

Alerts Service

Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

Wire Book Transfer

A CEO Wire book transfer is between two accounts initiated via CEO Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single CEO Company id and entitled to Book Transfer.

Services with No Volumes

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.



This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message. Thank you for your cooperation.

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Check deposit availability schedule

All checks deposited to a commercial or national bank account and received before the cutoff time posted in a branch, cash vault, or any other department or office, will receive collected funds in accordance with the following schedule:

Collected funds	
Wells Fargo Bank checks*	Same day
U.S. government checks	One day
Select financial institution checks†	One day
All other checks	Two days

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas that are closed in observance of a holiday are delayed one additional day.

Wells Fargo will not process single deposits of \$100 million or more. Such deposits will be returned to the customer unprocessed.

*Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

†Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.

This schedule is subject to change without notice.

Desktop Deposit[®] service availability schedule

All Wells Fargo electronic deposits made to a commercial or national bank account received before the published cutoff time of 9:00 p.m. Central Time receive collected funds in accordance with the following schedule:

Collected funds

Wells Fargo Bank checks*	Same day
U.S. government checks	One day
All other checks	One day

* Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day. This schedule is subject to change without notice.

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas that are closed in observance of a holiday are delayed one additional day.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**SECRETARY'S CERTIFICATE
WELLS FARGO BANK, NATIONAL ASSOCIATION**

I, Patricia A. Ruedenberg, Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that the following resolution was duly adopted by the Loan Committee of the Board of Directors of the Bank by action taken by written consent effective as of February 24, 2013, and that said resolution has not been rescinded or modified and is now in full force and effect:

**Resolution Regarding Approval of Contracts
Regarding Depository Services**

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Bank on this 25th day of February, 2014.

(SEAL)



Patricia A. Ruedenberg
Patricia A. Ruedenberg
Wells Fargo Bank, National Association
Assistant Secretary

DEPOSITORY PLEDGE AGREEMENT

741464207

City of Jersey Village ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of Texas law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.

2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred and two percent (102%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.

3. Substitutions and Withdrawals of Collateral. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions

taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

4. **Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. **Custodian's Obligations.** (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank agrees to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Bank notwithstanding the termination of this Agreement.

(d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

6. Custodian's Reliance on Pricing Services. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

7. Default and Remedies. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. Termination of Agreement. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

9. Applicable Law; Other Agreements. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

10. Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. Jury Trial Waiver. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.


12. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL

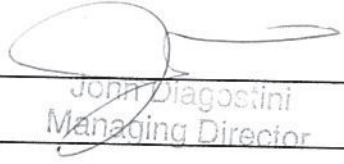
AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: 10 12 8, 20 13.


DEPOSITOR: City of Jersey Village

CUSTODIAN: **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION**

Signature: 
Print Name: Norbert M. Castro
Title: City Manager
Address: 16501 Jersey Dr.
Jersey Village, TX 77040

Signature: 
Print Name: John Diagostini
Managing Director
Title: _____
Address: 1 Wall Street, Attn: BDS - Coll Mgr SFL
New York, NY 10286

BANK: **WELLS FARGO BANK, NATIONAL ASSOCIATION**


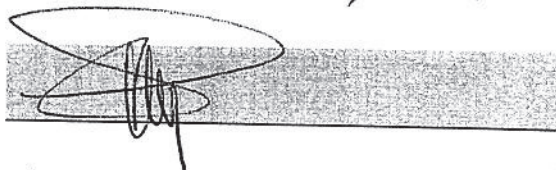
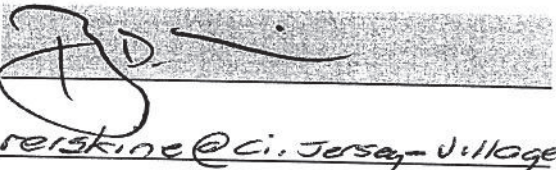
Signature: 
Print Name: Sheila Lynch
Title: Vice President
333 Market Street St. 17th Floor,
MAC: A0119-173
Address: San Francisco, CA 94105

DepPldgAgmt-TX-BNY-2006(0519)

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

ADDENDUM "A"
(Authorized Officers of Depositor)

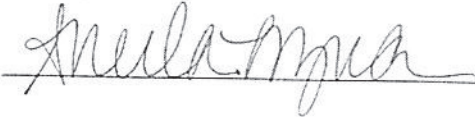
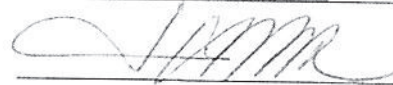
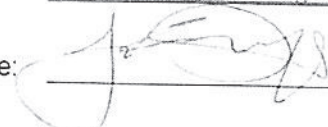

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. Individual who signs page 4 must also sign below.

- | | | |
|----|--------------------------------------|---|
| 1. | Print Name: <u>Norbert M. Castro</u> | Signature:  |
| | Phone/Fax: <u>713-466-2100</u> | Email: <u>mcastro@ci.jersey-village.tx.us</u> |
| 2. | Print Name: <u>Lorri Coody</u> | Signature:  |
| | Phone/Fax: <u>713-466-2102</u> | Email: <u>lcoody@ci.jersey-village.tx.us</u> |
| 3. | Print Name: <u>Isabel Kato</u> | Signature:  |
| | Phone/Fax: <u>713-466-2104</u> | Email: <u>ikato@ci.jersey-village.tx.us</u> |
| 4. | Print Name: <u>Rod Erskine</u> | Signature:  |
| | Phone/Fax: <u>713-466-2100</u> | Email: <u>reriskine@ci.jersey-village.tx.us</u> |

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

- | | | |
|----|---|---|
| 1. | Print
Name: <u>Sheila Lynch, Vice President</u>
Phone/
Fax: <u>(415) 371-3278 / (866) 686-5441</u> | Signature: <u></u>
Email: <u>lynchsh@wellsfargo.com</u> |
| 2. | Print
Name: <u>Jeana No, Assistant Vice President</u>
Phone/
Fax: <u>(415) 371-3277 / (866) 686-5441</u> | Signature: <u></u>
Email: <u>Jeana.No@wellsfargo.com</u> |
| 3. | Print
Name: <u>Tatiana Dayers, Bank Officer</u>
Phone/
Fax: <u>(415) 371-3276 / (866) 686-5441</u> | Signature: <u></u>
Email: <u>Tatiana.Dayers@wellsfargo.com</u> |
| 4. | Print
Name: <u>Mercy D. Lopez, Bank Officer</u>
Phone/
Fax: <u>(415) 371-3273 / (866) 686-5441</u> | Signature: <u></u>
Email: <u>lopezmd@wellsfargo.com</u> |

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Re: Middle Market BMO Public Funds Collateral Management Team Notification Requirement for Intra-Day Deposit

The Wells Fargo Bank, N.A, Middle Market BMO Public Funds Collateral Management Team (PFCMT) monitors collateral needs on a daily basis for all our Public Funds customers. The current collateral requirements are based on deposit data as of close of business on the previous business day.

Additionally, the PFCMT can accommodate same day collateral requests upon notification of an incoming deposit. Same day collateral requests may be useful in certain instances such as when the end of a month falls on a Friday. For same day placement of collateral for all custodial agents except BNYM we must receive notification by 9:30 a.m. PST/12:30 p.m. EST. If your collateral is held at BNYM, the cutoff time is 10:30 a.m. PST/1:30 p.m. EST. Any notifications received after this time will be accommodated on a best effort basis. These requests are only applicable to customers with an established custody account. Notification of an additional deposit can come from a Relationship Manager or directly from you via email.

- Public Funds Email: publicfundscollateral@wellsfargo.com

The following information is required for the PFCMT analyst to react to notification of an additional deposit:

- Entity name
- Contact
- Telephone number
- Date of anticipated deposit
- Account number if available
- Dollar amount of the deposit
- Length of time funds will remain on deposit if known

If you have questions please contact me, the PFCMT at 877-479-6603.

Sincerely,

Middle Market BMO Public Funds Collateral Management Team



Quick Reference Guide

Overview

Your Client Analysis statement is designed to provide all pertinent balance and activity information in a concise and logical format. This guide should help you become familiar with the information available on your statement.

Use your Wells Fargo Client Analysis statement to:

Track costs: The service detail section provides detailed product subtotals and volume and price information about the services you have used.

Monitor trends: The trend analysis section provides current month summary information, and prior five months historical information to help you spot trends in your checking account activity.

Wells Fargo offers flexible file formats and electronic delivery of your Client Analysis statement, providing you comprehensive information about your account quickly, securely, and conveniently. Receive your Client Analysis statement from Wells Fargo through the Commercial Electronic Office® (CEO®) portal Statements & Notices service, or email. Contact your officer to determine the best format and delivery method for your needs.

Client Analysis Statements through the CEO®

Using our interactive CEO Statements & Notices service, you can:

- View statements for 13 months.
- Drill down to more detailed views with flexible formatting.
- Access your statements in multiple formats: Interactive, PDF, Excel, CSV, or ANSI 822 text files.
- Compare current and prior month statements.
- View graphic representations of your analysis data trends.

With Client Analysis statements on the CEO portal, you can also receive complimentary CEO Event Messaging service notifications each time a new or re-analyzed Client Analysis statement is ready for your review.

Note: On the following statement example, some line items will not print on your statement unless they contain values. Prices and rates shown are for illustration only.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Client Analysis Statement example



Client Analysis Statement Relationship Summary **A**

Month YYYY

ALPHA LLC
PO BOX 12345
MESA, XX 85216-1234

Contact us

Officer: Smith, John
Phone No: 415-123-XXXX

WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, XX 97228

IMPORTANT ACCOUNT INFORMATION **B**

Welcome to Wells Fargo and the Client Analysis Statement. This is where you will find important information that impacts your account.

Analysis Summary **C**

Currency: GBP

Average Positive Collected Balance		127,000.00
Investable Balance Available for Services	=	127,000.00
Earnings Allowance @ 0.40%		38.97
Current Month Analyzed Charges	-	1,206.91
Current Month Position	=	(1,167.94)
Total Amount Due		1,167.94 GBP

TOTAL AMT DUE WILL BE DEBITED TO ACCT XXX-XXX3333 ON MONTH DD, YYYY

Balance Summary **D**

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Collected	Neg Coll Use of Fund Rate	Service Charges
*XXX-XXX3333	ABC LLC	GBP	127,000.00	127,000.00		12,067.91

*Indicates billing account

Exchange Rate: 1 GBP = 1.3135 USD

Service Detail **E**

Svc Code	AFP Code	Service Description	Unit Price	Volume	CCY	Service Charges
IAMTH	00 0230	RECOUPMENT MONTHLY	\$ 0.12750	3,152.26	GBP \$	401.91
Balance & Compensation Information						401.91
22051	01 0000	ACCT MAINTENANCE	\$ 30.00000	6.00	GBP \$	180.00
D5510	01 0020	ZERO BALANCE MASTER ACCOUNT MAINT	\$ 50.00000	1.00	GBP \$	50.00
General Account Services						230.00
ES139	35 0100	WIRE OUT DOMESTIC - CEO	\$ 13.00000	5.00	GBP \$	65.00
ES030	35 0300	WIRE IN - DOMESTIC	\$ 15.00000	34.00	GBP \$	510.00
Wire & Other Funds Transfer Service						575.00
Total Analyzed Charges						GBP \$ 1,206.91
Total Fee Based Charges						GBP 0.00
Total Service Charges						GBP \$ 1,206.91

Number	Description
A	Relationship Summary: Statement provides a summary of all accounts within the relationship
B	Important Account Information: You can find important information such as upcoming changes that may impact your accounts.
C	Analysis Summary: Section of the statement that provides detail of the Earnings Allowance on your balance versus the total activity charges. Note: This example is of an international statement. If you have a U.S. statement, your statement might look different.
D	Balance Summary: Section of the statement that includes the balance and service charge information for all accounts appearing in this statement.
E	Service Detail: Includes totals for services used in the current month from all accounts in the relationship

Trend Analysis F

Month	Average Ledger Balance	Average Positive Collected Balance	Investable Balances Available for Service
Mmm YYYY	1,059,805	1,059,805	1,059,805
Mmm YYYY	1,177,996	1,177,996	1,177,996
Mmm YYYY	1,335,761	1,335,761	1,335,761
Mmm YYYY	1,324,688	1,324,688	1,324,688
Mmm YYYY	2,543,878	2,543,878	2,543,878
Mmm YYYY	1,729,390	1,729,390	1,729,390
Average	1,528,587	1,528,587	1,528,587

Month	Earnings Allowance	Fee Based Charges	Analyzed Charges	Monthly Position
Mmm YYYY	592	5	1,373	(781)
Mmm YYYY	601	0	1,502	(901)
Mmm YYYY	630	0	1,488	(858)
Mmm YYYY	628	2	1,715	(1,087)
Mmm YYYY	1,255	0	1,590	(335)
Mmm YYYY	39	0	1,207	(1,168)

Balance Adjustments G

Account Number	Transaction Date	Correction Date	Adjustment Amount	No. of Days	Change in Average Collected Balance	Description
xxx-xxx3333	XX/XX/XX	XX/XX/XX	15,000.00	8	3,870.97	
Account Total					3,870.97	
Grand Total					3,870.97	

Note: Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.

Number	Description
F	Trend Analysis: Displays the most recent six months of average balances and service charges to assist in monitoring trends. Each column has headings that match an item in the Analysis Summary or Balance Summary section.
G	Balance Adjustments: Section for the statement that provides details of prior month adjustments that have been made to the Average Collected Balances for the analysis period.

Wells Fargo Bank, N.A. Safekeeping Agency Agreement

This Safekeeping Agency Agreement (the “Agreement”) is made effective as of the _____ day of _____, 20____, by and between Wells Fargo Bank, N.A. (“Wells Fargo”) and _____ (“Customer”) in regard to the safekeeping of certain securities.

Customer wishes to appoint Well Fargo as safekeeping agent to hold certain securities of the Customer pursuant to the direction of the Customer in connection with certain investment account services provided by Wells Fargo Securities, LLC, an affiliate of Wells Fargo. Therefore, with respect to each account or accounts opened at Wells Fargo for this purpose on behalf of the Customer, the parties hereto agree as follows:

1. **Appointment and Acceptance.** Customer hereby appoints Wells Fargo, and Wells Fargo hereby accepts its appointment, as safekeeping agent of certain securities of the Customer to be held in a Wells Fargo safekeeping account (the “Account”) subject to the terms and conditions set forth in this Agreement. The Account shall consist of those assets that the Customer delivers to Wells Fargo to be held in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the safekeeping agent for the purposes, to the extent, in the manner and within the limitations set forth in this Agreement.
2. **Services of Safekeeping Agent.** Wells Fargo shall:
 - 2.1 Open and maintain the Account in the name of the Customer and hold all cash and securities initially delivered by Customer plus any additional cash and securities that may be received from Customer or delivered pursuant to the Customer’s directions from time to time for deposit to the Account.
 - 2.2 Act upon instructions from the Customer or other agent duly appointed in writing by the Customer.
 - 2.3 Settle securities transactions for the Account with brokers or others in accordance with the instructions of the Customer or its duly appointed agent.
 - 2.4 Be responsible for the collection of all investment income relating to the assets in the Account and provide for the daily investment thereof.
 - 2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds.
 - 2.6 Provide for the investment of cash balances in money market mutual funds, through an automated sweep or manual transaction, as authorized and directed by the Customer or its duly appointed agent as provided in the Addendum – Money Market Mutual Funds – Investment Direction and Acknowledgment (“Addendum”) attached hereto
 - 2.7 Deliver cash or securities pursuant to the instructions of the Customer or its duly appointed agent.
 - 2.8 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Customer or its duly appointed agent. Wells Fargo shall have no responsibility to vote proxies or exercise any rights incidental to ownership of the securities held in the Account.
 - 2.9 Receive and hold directly, by nominee or through third party depositories for the Account and subject to this Agreement, securities that are delivered to it for the Account, making payment therefor, if required, pursuant to the instructions of the Customer or its duly appointed agent.
 - 2.10 Provide to Customer a summary of Account activity, including any security transactions effected by Wells Fargo, and a summary of settled security positions held in the Account on a monthly basis or, to the extent no transactions occur in the Account, on a quarterly basis.

2.11 Use its best efforts to identify and timely process bond calls and corporate reorganizations reported by the Federal Reserve and the Depository Trust Company relating to securities it is holding for Customer. Wells Fargo may amend its list of sources of bond call and reorganization information upon thirty (30) days prior written notice to Customer. Wells Fargo shall not be responsible in any manner whatsoever, and shall not have any liability to Customer whatsoever, for any losses incurred by Customer in connection with bond calls or corporate reorganizations if notices are published in other sources. Wells Fargo will process bond calls and corporate reorganizations within a reasonable time after its receipt of written notice regarding those corporate actions.

3. **Powers of Wells Fargo.** Wells Fargo is authorized and empowered to:
 - 3.1 Hold assets in the name of the nominee selected by Wells Fargo or such other nominee name as the Customer or its agent may direct in writing.
 - 3.2 Employ agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
 - 3.3 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the safekeeping duties and powers.
 - 3.4 Hold assets in shares of a registered investment company (mutual fund), which may be a mutual fund with respect to which Wells Fargo or its affiliates provide investment advisory or other services and receive compensation therefore, as disclosed in the prospectus and/or the Addendum attached hereto.
4. **Shareholder Communications Disclosure.** Pursuant to Securities and Exchange Commission Rule 14b-2 promulgated pursuant to the Securities Exchange Act of 1934 (the "Rule"), the Customer authorizes Wells Fargo to provide the Customer's name, address and share position to any issuers of securities held by Wells Fargo in its nominee name for the benefit of the Customer. It is understood that the Rule prohibits the requesting issuer from using Customer's name and address for any purpose other than corporate communications.
5. **Securities Advices.** Customer understands and acknowledges its right to receive notification of details on each security transaction Wells Fargo effects on its behalf under Federal Regulations 12 CFR §§ 12.4 and 12.5. Customer waives this right, with the understanding that details of securities trades will be reflected in the standard summary of account activity provided periodically to the Customer.
6. **Wells Fargo's Protection.** Customer agrees to reimburse, indemnify and hold Wells Fargo harmless from and against any and all liability, loss, claim, damage or expense, including taxes, other governmental charges, and reasonable attorneys' fees which may be imposed, assessed or incurred against the Account or against Wells Fargo by reason of its acting as safekeeping agent and following the instructions of Customer or its duly appointed agent as contemplated by this Agreement. This indemnity does not extend to any liability, loss, claim, damage or expense arising from the negligence, wrongful or unlawful acts, or fraud on the part of Wells Fargo, its officers, agents or employees. Wells Fargo, its affiliates, and their officers, directors, employees or agents shall not be liable to Customer for any actions or failures to act or for any errors of judgments made in good faith.
7. **Fees.** Wells Fargo shall be paid reasonable compensation and fees for its services under this Agreement in accordance with its current fee schedule that has been provided to Customer. These fees are subject to change on thirty (30) days prior written notice. Such compensation and fees may be charged by Wells Fargo to the Account if not paid by the Customer within thirty (30) days after Wells Fargo mails a written invoice to the Customer.
8. **Debit Balances, Indebtedness, Interest Charges and Security Interest.**
 - 8.1 If Wells Fargo in its sole discretion advances funds hereunder or there shall arise for whatever reason a debit balance in an Account (including, without limitation, debit balances incurred in connection with the settlement of securities transactions, money market purchases, funds transfers, foreign exchange transactions or

safekeeping related fees) or if Customer is for any other reason indebted to Wells Fargo with respect to the Account, Customer agrees that Wells Fargo may charge interest to the Account on that amount and to repay Wells Fargo on demand the amount of the advance, debit balance or indebtedness plus accrued interest at the rate ordinarily charged by Wells Fargo to its safekeeping customers.

- 8.2 Interest will be charged by Wells Fargo to the Account with respect to any debit balance or indebtedness from the date the debit balance or indebtedness arises until the date of payment. The interest rate charged (the "Applicable Rate") will be determined by Wells Fargo in its sole discretion based upon consideration of various factors including, without limitation, general credit market conditions, commercially recognized interest rates and its cost of funds. Interest charges will be computed and posted daily on the basis of a 360 day year.
- 8.3 Customer authorizes Wells Fargo to debit the Account for any interest charges that Customer owes to the extent that money market or other balances are available in the Account for payment of those interest charges. Customer further agrees that to the extent that these balances are insufficient to pay the interest charges owed in full that it will pay the outstanding interest charges that are disclosed on the monthly statement.
- 8.4 In order to secure repayment of Customer's payment obligations to Wells Fargo hereunder, Customer hereby pledges and grants to Wells Fargo a continuing lien and security interest in, and right of set-off against, (a) all of Customer's right, title and interest in and to all Accounts in Customer's name and the securities, money and other property now or hereafter held in such Accounts (including proceeds thereof), and (b) each Account in respect of which or for whose benefit the advance, debit balance or indebtedness relates and the securities, money and other property now or hereafter held in such Account (including proceeds thereof). In this regard, Wells Fargo shall be entitled to all the rights and remedies of a pledgee and secured creditor under applicable laws, rules or regulations as then in effect.
9. **No SIPC Insurance.** Customer understands that the Securities Investor Protection Corporation (SIPC) does not insure securities held on its behalf by Wells Fargo in the Account as safekeeping agent.
10. **Amendment and Termination.** Wells Fargo may amend this Agreement at any time in any respect upon thirty (30) days written notice to Customer. The Agreement may be terminated at any time by either Wells Fargo or Customer upon thirty (30) days written notice to the other or as otherwise agreed by the parties. As soon as administratively feasible, Wells Fargo shall deliver the Account assets to the Customer or successor safekeeping agent appointed by the Customer and shall have no further responsibilities for those assets.
11. **Authorized Persons.** The Customer shall furnish to Wells Fargo a written certification of the names and specimen signatures of individuals authorized to communicate with Wells Fargo on behalf of the Customer and provide instructions concerning the Account. Wells Fargo shall be entitled to rely on the oral or written direction of such persons.
12. **Notices.** Notice to Wells Fargo shall be directed as follows:
- Wells Fargo Bank, N.A. Safekeeping Services
90 South 7th Street, 5th Floor MAC N9305-05F
Minneapolis, MN 55402
Fax: (612) 667-6321

Notice to Customer shall be directed and mailed to the address on record for the Account.

- 13. **Severability.** If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
- 14. **Assignment.** Wells Fargo may assign this Agreement without Customer’s written consent. Customer may not assign this Agreement without Wells Fargo’s written consent.
- 15. **Section Headings.** The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
- 16. **Governing Law.** This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Minnesota.
- 17. **Successors and Assigns.** This Agreement shall bind the successors and assigns of Customer and shall bind the successors and assigns of Wells Fargo.
- 18. **Entire Agreement.** This agreement shall constitute the entire Agreement between the parties and shall supersede any and all prior oral or written representations, conditions, warranties, understanding, proposals, or agreements between the parties regarding the services to be provided hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.


Customer Name

Authorized Signature

Print Name

Title

WELLS FARGO BANK, N.A.

By: 

Title: Managing Director

Name: Tim Boston

AFTER COMPLETING, PLEASE RETURN ALL PAGES OF THIS AGREEMENT TO THE ADDRESS CONTAINED IN SECTION 12 ABOVE.

Safekeeping Agency Agreement

Addendum To Safekeeping Agency Agreement

Money Market Mutual Funds

Investment Direction And Acknowledgement

Wells Fargo Bank, N.A. (“Wells Fargo”), as Safekeeping Agent, provides for the investment of cash balances through an automated daily sweep or through individual transactions as directed by an authorized representative of the Account. To facilitate this service, Wells Fargo has agreements with selected mutual fund companies, who make their money market mutual funds available for Wells Fargo safekeeping accounts.

Automated Cash Investment Direction.

As authorized representative of the Account, you, the Customer may direct Wells Fargo to systematically invest cash held in the Account, awaiting permanent investment or distribution, in money market mutual fund(s) as evidenced by your investment account application executed with Wells Fargo Securities, LLC (“WFS”), an affiliate of Wells Fargo, or as you otherwise direct. Wells Fargo shall continue to automatically invest cash in this designated fund(s) until it receives direction from an authorized representative of the Account to invest cash in another investment vehicle.

Non-Automated Cash Investments.

In addition to automated cash investment, it is acknowledged that an authorized representative of the Account can direct Wells Fargo to invest available cash positions into one or more of the money market mutual funds made available by Wells Fargo, including the same fund used for the automated cash investment. Individual cash investment directions shall be provided to Wells Fargo in writing or electronically or directed through a WFCIB representative, who will perform the directed transaction on behalf of the authorized representative of the Account.

Disclosure of Money Market Mutual Fund Service Fees.

For non-Wells Fargo money market mutual funds, Wells Fargo and/or its affiliates may receive fees from the fund for providing certain shareholder and administrative services. The amount of these fees may differ depending on the fund but will not exceed .25 of 1% calculated on an annual basis. Specific fee information is available upon request by contacting a Wells Fargo representative.

For Wells Fargo Advantage money market mutual funds, fees payable to Wells Fargo or its affiliates by the Wells Fargo Advantage Funds are described in the Organization and Management of the Funds and Summary of Expenses sections of the applicable Fund’s prospectus, and in the Management section of the Statement of Additional Information. Wells Fargo receives no additional fees from its money market mutual funds with regard to its safekeeping accounts. The Statement of Additional Information, which the applicable prospectus incorporates, is available upon request by calling Wells Fargo Funds Investor Services at 1-800-222-8222.

In addition to the money market mutual fund fees received by Wells Fargo for the services it provides as safekeeping agent, WFCIB may receive fees for the services it performs as broker with regard to the purchase of non-Wells Fargo money market mutual funds by the Customer. The amount of these fees may differ depending on the fund but will not exceed .10 of 1% calculated on an annual basis. Specific fee information is available upon request by contacting a Wells Fargo or WFS representative.

All fees paid to Wells Fargo or Wells Fargo Securities are a part of the fees already paid by the applicable funds’ shareholders as disclosed in the applicable prospectuses and do not represent an additional expense for investing in the funds. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Safekeeping Agency Agreement.

Fixed Income Sales & Trading

Bank Safekeeping Services and Safeguards

Wells Fargo Securities Fixed Income Sales customers may elect to hold their securities in a safekeeping account with Wells Fargo Bank, N.A. (Bank). This relationship offers the convenience of timely funds transfers, as well as consolidated brokerage account and safekeeping account reporting.

Wells Fargo provides investment solutions

Key features of bank safekeeping services include:

- **Same day funds transfer and availability** with interest and dividend payments available on payment date for customers with a Wells Fargo Bank checking or sweep account
- **Free, single sign-on online access** to account activity, safekeeping positions and statements for both brokerage custody and bank safekeeping accounts through Wells Fargo's *Commercial Electronic Office*® (CEO) online business portal
- **Convenient** consolidation and record keeping for your entire portfolio of securities, delivered from all your brokers, in one safekeeping account
- **Pledging**
- **Notification** of maturing proceeds and interest payments
- **Competitive safekeeping fee structure**, with automatic payment from your bank checking account

Some product restrictions apply to Wells Fargo Bank, N.A. safekeeping, such as some foreign securities. Contact your WFS representative for further information.

Segregation of assets

The security positions held in bank safekeeping are physically segregated in third-party depositories under the Bank's name and ownership and are separate from the security positions of Wells Fargo Securities and its customers' brokerage accounts.

Abiding by federal banking laws and the regulations of the Office of the Comptroller of Currency (OCC), Wells Fargo Bank's customer accounts are segregated from and not considered part of Wells Fargo's assets. Thus, the account ownership of assets in bank safekeeping accounts remain vested in the customers, and are protected from claims of creditors of the Bank or any other Wells Fargo entity.

Audit and regulatory overview

Wells Fargo & Company is subject to an annual audit by KPMG Peat Marwick (its external auditor) as well as the periodic review of the Federal Bank regulators and the Office of the Comptroller of the Currency (OCC). In addition, an annual internal audit is conducted by Wells Fargo Audit, Inc., a separate subsidiary of Wells Fargo & Company. The program is designed to evaluate compliance with the Bank's policies and procedures in the Trust Business Manual and laws and regulations to which the Bank is subject. The program also addresses the soundness and adequacy of accounting, operating and administrative controls related to processing of assets.

Protection from errors, omissions or fraud

Wells Fargo Bank, N.A., is covered by a Professional Liability Insurance policy and a Financial Institution Bond fidelity insurance policy.

For more information

To determine whether this product is appropriate for you, please consult your investment policy or applicable investment guidelines. Your dedicated Wells Fargo Securities investment representative is available to answer other questions you may have.

Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

Investments: NOT FDIC Insured • May Lose Value • No Bank Guarantee

Together we'll go far



Fixed Income Sales & Trading

Bank Safekeeping Fee Schedule

Wells Fargo Securities customers have the option of selecting Wells Fargo Bank, N.A. (Bank) for safekeeping services. Securities purchased at Wells Fargo Securities, LLC are delivered into a customer's Wells Fargo Bank safekeeping account. The following fee schedule applies to safekeeping services provided by Wells Fargo Bank, N.A.

Bank safekeeping

Monthly Account Maintenance	\$50.00
Monthly Security Holdings per CUSIP	
Asset and Mortgage-Backed Securities.....	\$8.00
All Other Security Types	\$2.00
Security Pledges	
(Initiating, Substituting, and Releasing Securities)	
.....	\$30.00
Wires	\$30.00
Third Party Trade Clearing*	
Receiving or Delivering a Security	\$50.00
Physical Securities Registration/Clearance	\$500.00

Interest Charge on Debit Balances:

Interest on outstanding amounts will be charged at the Applicable Rate in effect at the time a debit balance exists in your account. The Applicable Rate in effect will be available at <https://www.wellsfargo.com/safekeeping> or by contacting your Wells Fargo Securities sales representative.

Minimum Annual Fee

Wells Fargo Securities reserves the right to charge a minimum annual fee based upon the safekeeping account balance, account activity and services provided.

For more information

To determine whether this product is appropriate for you, please consult your investment policy or applicable investment guidelines. Your dedicated Wells Fargo Securities investment representative is available to answer other questions you may have.

Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

Investments: NOT FDIC Insured • May Lose Value • No Bank Guarantee

Discounts and payment options

All new accounts benefit from waived fees for the first two months. Other discounting or exception pricing may apply.

Fees are generally charged on a monthly basis and you may select one of the following payment options:

- ACH
- Custody or Safekeeping Account Debit
- WFBNA Account Analysis Charge

* Applies to transactions with a third party delivered to/from Wells Fargo Securities

Wells Fargo Securities reserves the right to change the fees on this schedule at any time upon thirty (30) days written notice to customers. A statement of fees charged will be included in customers' brokerage account statement.

The fee schedule is effective 05/02/18.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Together we'll go far



Municipal Advisor RFP Disclosure

This proposal is submitted in response to your Request for Proposal for Depository and Banking Services dated August 01, 2023. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to products, is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to City of Jersey Village ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Merchant Services RFP Legal Disclosures

Legal entity and contracting parties

Wells Fargo Merchant Services, L.L.C. is an alliance between Wells Fargo Bank, N.A. and First Data Merchant Services, L.L.C.

Any agreement for Merchant Services will be entered into between City of Jersey Village and Wells Fargo Merchant Services, LLC. and Wells Fargo Bank, N.A. (collectively referred to as “Wells Fargo” with regards to Merchant Services). This Agreement is separate from any new or existing agreements between the City and Wells Fargo Bank, N.A. for banking or treasury management services. Furthermore, the Merchant Processing Agreement is separate from agreements for those services, including agreements for any proposed or existing treasury management services used in addition to, or in conjunction with, merchant processing services.

Disclosures

Our proposal is intended to be a description of the services we can provide in response to the requirements described in the request for proposal (RFP). If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our Merchant Services relationship with the City. However, by responding to the RFP, we are not indicating our acceptance of any of the terms or conditions contained in the RFP. Our right to negotiate all terms upon award of business will not be affected or diminished by any language in the RFP. This includes language that purports to be binding on Wells Fargo by virtue of our proposal, including, but not limited to, any signature page statements, certifications, confirmations, and the like required as part of an RFP response.

We are providing links to our Merchant Services Terms and Conditions (wellsfargo.com/termscustom0223) and our Operating Rules (wellsfargo.com/operatingrules). We expect these documents to become the final Agreement or part of the final Agreement (dependent on your product and service selections) between the City and Wells Fargo if you choose us as your provider.

Treasury Management RFA disclosures

Upon award of business, Wells Fargo (also referred to as “Contractor”) will negotiate and enter into mutually acceptable agreements with the City of Jersey Village, Texas (the City) in connection with the deposit and treasury management products and services requested under the RFA. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFA, including language that purports to require specific comments (or to prohibit general exceptions) to the City’s contractual requirements or to bind Wells Fargo to the City’s contractual requirements unless specifically commented upon.

Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFA, which we require to serve as or be incorporated into any final agreement.

Page_Section	Description
Page 7_Item VI. Overdrafts and Loan Provision	<p data-bbox="641 800 980 827">Treasury Management Legal</p> <p data-bbox="659 852 1450 1121">The decision to allow overdraft or to loan funds or purchase Certificates is a discretionary decision by the Bank. Unless otherwise agreed upon in writing, any overdraft shall be immediately due and payable by the Customer to the Bank. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at a rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft. Any loans made to the City of Jersey Village or purchase of Certificate Obligations will have to be on terms mutually agreeable to both parties.</p>

Commercial card disclosures

Wells Fargo has reviewed the City of Jersey Village Request for Application dated on or about August 1, 2023 (the “RFA”) in the context of a commercial card program and advances thereunder. Based on such review, Wells Fargo believes that the provisions set forth in the RFA appear to be designed to accommodate an engagement for services, rather than a commercial lending relationship generally or a commercial card program specifically. For instance, the RFA lacks contractual provisions that Wells Fargo believes are necessary in conjunction with the extension of credit under a purchasing card program, including without limitation provisions addressing permitted uses of the card, advances and repayment, credit limit, charge authorizations, program administrators, disputes, chargebacks, defaults, related lender remedies, and currency conversion. In addition, the RFA includes several provisions that Wells Fargo does not believe are applicable or appropriate for a contract governing a commercial card program, including without limitation, provisions regarding: insurance, compliance with irrelevant laws and policies, and broad and unilateral bank indemnification obligations.

As such, Wells Fargo respectfully proposes that, in lieu of the terms and conditions and/or sample contract in the RFA, the accompanying sample WellsOne® Commercial Card Agreement and related sample ancillary documents (collectively, the “Commercial Card Service Documentation”) would serve as the primary governing contract with respect to your commercial card program. If Wells Fargo is the successful bidder, it is willing to consider and, where possible, negotiate changes or additions to the Commercial Card Service Documentation proposed by you, including changes or additions based upon the RFA. Nonetheless, and notwithstanding any language in the RFA to the contrary, Wells Fargo does not agree to any modifications or additions to the terms and conditions of the Commercial Card Service Documentation solely by virtue of submitting a response to the RFA.

Commercial Account Agreement

Effective July 2023

Contents

01	Welcome to Wells Fargo	15	Checking and savings accounts	23	Your account ownership
02	About this agreement	17	Electronic check indemnifications	24	Interest-earning accounts
03	Resolving disputes through arbitration	18	Funds availability policy	25	Time Accounts (CDs)
04	Important legal information	20	Available balance, posting order, and overdrafts	26	Electronic banking services
05	Statements and other notices relating to your deposit account	21	Additional rules for checks and withdrawals	28	Selected services
09	Rights and responsibilities				

Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is "company", "you", "your", or "yours".
- Wells Fargo Bank, N.A. is "Wells Fargo", "bank", "we", "us" or "our".
- This Commercial Account Agreement and the disclosures listed below constitute the "Agreement":
 - The pricing information and other account-related information
 - Our privacy policy
 - Our rate sheets for interest-bearing accounts
 - Any additional disclosures we provide to you about your account and related services

When can you begin using your account?

We will notify you when your account and related services may be used. We reserve the right to restrict use of your account and related services until we have approved your use of the account and services and completed setting them up.

You should not attempt to use your account or provide any information about your account to any third-party until we have confirmed that your account is available to process transactions.

About this Agreement

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and applies to new and existing accounts and services, and
- Replaces all prior deposit agreements including any oral or written representations.

You are responsible for ensuring that any signer on your account is familiar with this Agreement.

We suggest you keep a copy of this Agreement - and any further information we provide you about changes to this Agreement - for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Investable balance

The investable balance is the collected balance in your account less the portion required by law to be held at a Federal Reserve Bank and other adjustments.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this Agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative available balance in your account.

Signer

A person who has your actual or apparent authority to transact business in connection with your account and services. We may rely solely on our records to determine the form of ownership of and the signers on your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do you consent to the Agreement and any future modifications to the Agreement?

By signing the Agreement or using your account or service, you consent to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

Can you consent to the Agreement electronically?

Yes. You may consent to the Agreement using your "Electronic Signature", as defined in the Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and we may accept your Electronic Signature on any other account-related document. Under the ESIGN Act, your Electronic Signature will constitute your original and binding signature. The fact that you sign using your Electronic Signature will not, by itself, be grounds for invalidating the document.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

With whom will we communicate about your account?

We may provide you or a signer with information about your account. When we receive information from a signer, we treat it as a communication from you. You agree to notify us promptly in writing if a signer no longer has authority on your account.

Resolving disputes through arbitration**Arbitration Agreement between you and Wells Fargo**

Upon demand of by you or us, any dispute or claim arising from or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English.

Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies, including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

Can either Wells Fargo or you participate in class or representative actions?

No. Wells Fargo and you agree that the resolution of any dispute arising from the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Important legal information

What laws govern your account?

The laws governing your account include:

- Laws, rules, and regulations of the United States, and
- Laws of the state in which the office that maintains your account is located, without regard to its conflicts of laws principles.

If a different state law applies, we will notify you.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What are our rules on illegal transactions?

You must not use your account or any relationship you may have with us for any illegal purpose, including "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. In our discretion, we may block or otherwise prevent or prohibit those transactions and, further, we may close the account or end our relationship with you.

Are we your fiduciary?

No. Our relationship to you concerning your account is that of a debtor and creditor. There is no fiduciary, quasi-fiduciary, or special relationship between you and us.

Will any person or entity be considered a third-party beneficiary under this Agreement?

No. No other person or entity will be considered to be a third-party beneficiary under this Agreement.

Can you use our name or refer to our relationship without our consent?

No. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral or written approval for such use.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

How will we contact you about your account?

For us to service your account or collect any amount you owe, we may contact you by telephone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you.

When you give us a telephone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you by calling or texting that telephone number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if it is a mobile phone number or other communication service for which the called party may be charged.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

Statements and other notices relating to your deposit account

How do we make account statements and notices available to you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We will do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

If we provide a combined account statement for your accounts, we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.

When are your account statements and notices considered received?

If there is more than one signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements: When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Business Online® Banking or Wells Fargo VantageSM platform f/k/a Commercial Electronic Office® (CEO®), as applicable, after the end of the statement period. You will be notified by email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statements or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at Wells Fargo Business Online® Banking or Vantage, as applicable, and we receive email notifications that our message is undeliverable.

In either event, we may:

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

- **Address change requests you make:** You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.
- **Address changes we make:** We may update your listed address without a request from you if we:
 - Receive an address change notice from the U.S. Postal Service,
 - Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
 - Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of unauthorized transactions or errors?

You are obligated to:

- Examine your account statements and notices promptly and carefully.
- Notify us promptly of any errors.
- Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

You can notify us of unauthorized transactions or errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified time frames.

Funds transfers are subject to different time periods for notification of errors, as described in the "Fund transfer services" part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and Instant Payments.

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a check unauthorized?

A check is unauthorized when it is:

- Not signed by a signer on your account, or you have not otherwise authorized or benefitted from it,
- Forged, or
- Altered (for example, the amount of a check or the payee's name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

- Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.
- Reconcile statements for your account as you receive them; notify us promptly of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen checks are a common method of fraud.
- Periodically reassign accounting duties, such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.
- Destroy any checks that you do not intend to use.
- Use tamper resistant checks at all times.
- Notify us promptly when a signer's authority ends so that the signer's name can be deleted from our records for your account, and online access or any cards that we have issued to the signer can be cancelled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your account.

Protection against unauthorized items**Does Wells Fargo offer services to help prevent fraud on your account?**

Yes. We offer services for your account that provide effective means for controlling the risk from unauthorized items.

Examples of these services include:

- Positive Pay, Positive Pay with payee validation, and Reverse Positive Pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user initiates an action, like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than one used to initiate the action.

What are potential consequences if you do not implement a fraud prevention service or industry best practice Wells Fargo has recommended?

If we have expressly recommended you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice, or (b) fail to use it in accordance with the applicable service description or other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended fraud prevention service or industry best practice.

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we will be relieved of any liability for those items. Upon receipt of any notice from you, we - without any liability to you - will dishonor any item you, or any signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third-party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third-party in a timely fashion of the number of your new account.

When does your account become dormant?

Checking accounts, savings accounts, and time accounts (*CDs*)

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a time account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account.

Automatic transactions (including recurring and one-time), such as pre-authorized transfers, payments and electronic deposits (including direct deposits), set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online[®] Banking or Vantage, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed

property laws, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. Ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time without notice.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Is your account subject to a deposit balance fee?

We reserve the right to assess a monthly deposit balance fee on the average positive collected balance in your business and commercial deposit account(s) with us. When we assess the deposit balance fee, the amount of the fee will appear on the periodic statement or client analysis statement for your account(s). The deposit balance fee is subject to change by us at any time without notice.

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest may be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

Note: Your earnings allowance is calculated by applying the earnings credit rate to the investable balance available in your account. The earnings credit rate is a variable rate that we may change at any time.

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured time account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any

other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What is FDIC "pass-through" insurance?

FDIC "pass-through" insurance is FDIC insurance that could exceed the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). When you use your account to hold funds on behalf of third parties who are the beneficial owners of the funds, your account may qualify for FDIC pass-through insurance, provided you meet FDIC account titling and recordkeeping requirements. With FDIC pass-through insurance, each beneficial owner's funds held in your account are aggregated with other funds the beneficial owner holds in accounts with us in the same ownership right and capacity. The beneficial owner's aggregated funds are insured by the FDIC up to the standard maximum deposit insurance amount. Examples of holding funds on behalf of third parties include funds you hold as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others.

What are the FDIC's recordkeeping requirements for pass-through FDIC insurance when your account has "transactional features"?

For any account with "transactional features" you agree to provide the FDIC (a) with the required information about the beneficial owners of the funds in your account, (b) in the required format, (c) within 24 hours of our failure. Your account has "transactional features" when funds can be transferred from the account, as detailed in 12 CFR 370.2(j).

What are the consequences if you are unable to provide the FDIC with the necessary data on the beneficial owners of funds in your account in the required format in the specified time frame?

As soon as the FDIC is appointed as our receiver, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination. This hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC in the required format and in the specified time frame may result in a delay in receipt of insured funds by the beneficial owners of the funds in your account and legal claims against you from the beneficial owners.

Detailed information about the FDIC's requirements for pass-through FDIC insurance coverage are available at the FDIC's website. Notwithstanding other provisions in this Agreement, these three FDIC subsections survive after the FDIC is appointed as our receiver, and the FDIC is considered a third-party beneficiary of these subsections.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,

- We believe a conflict exists between or among the signers on your account, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We are permitted to accept and act on any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than the jurisdiction in which the account was opened or the account, property, or records are located. We may, but are not required to, provide notice of legal process relating to your account(s).

Any fees or expenses (including attorney's fees and expenses) or losses we incur as a result of responding to legal process related to your account(s) are your responsibility. We may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we may disclose to you.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to terminate or suspend a service related to your account?

Yes. We can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

When can we close your account?

- We reserve the right to close your account at any time.
- If we close your account, we may send the remaining balance on deposit in your account by mail or credit it to another account you maintain with us.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- After your account is closed, you will remain responsible for any negative balance.

When can you close your account?

- You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero. Whether you or we close the account, you agree to maintain on deposit in your account sufficient funds (determined in our sole discretion) to cover outstanding items to be paid from your account, charge-backs including returned deposited items, and our fees and expenses.
- All outstanding items need to be processed and posted to your account before you make a request to close. Once the account is closed, items will be returned unpaid.
- Any recurring payments or withdrawals from your account need to be cancelled before you make a request to close (examples include bill payments and direct deposits). Otherwise, they may be returned unpaid.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- At the time of your request to close:
 - For interest-earning accounts, your funds stop earning interest from the date of your request.
 - The Agreement continues to apply.
- If you have requested closing your account and a positive balance remains, we may send you a check for the remaining balance.
- After your account is closed, you will remain responsible for any negative balance.

Are transactions subject to verification by us?

Yes. All transactions are subject to our verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Are we required to accept all deposits to your account?

No. We may decline all or part of a deposit, including a cash deposit. Some examples are:

- An item made out to a payee not on your account,
- An item with an endorsement we are unable to verify,
- A check or draft issued on a credit account,
- A very large cash deposit, and
- A non-U.S. item.

When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and we may require you to deposit the item instead of permitting you to cash it. For non-U.S. items, please see the response to "How do we handle non-U.S. items?". We may require any person wanting to make a cash deposit to provide an acceptable form of identification before we accept the deposit for processing.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and we have no obligation, to make sure the declared amount of your deposit is accurate. If we find a discrepancy exists between the declared and the actual amount of the funds, we are permitted to debit or credit your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as

the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

You may arrange for us to adjust all discrepancies identified during any verification without using our standard adjustment amount by contacting your relationship manager.

What happens if there is an error in the amount of a deposit?

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days after receiving your account statement or it is made available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees. If you do not notify us during this timeframe, we will consider the deposit amount on your statement to be correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become our property.

Are we allowed to obtain credit reports or other reports about you?

Yes. We can obtain a credit or other report about you to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

Are we required to obtain a tax identification number certification from you?

Yes. U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.

- For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account that earns reportable income. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.
- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you do not provide a valid type of Form W-8, we are required to apply the 30% withholding rate, or in some cases, presume you are an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it is U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9 for all of the joint owners.
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-8IMY. In some cases, that Form W-8IMY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account under the following circumstances:

- To comply with the laws governing this Agreement;

- In connection with examinations by state and federal banking authorities;
- To comply with any legal process, including a subpoena, search warrant, or other order of a government agency or court;
- When we determine that disclosure is necessary or appropriate in order to complete a transaction;
- To verify the existence and condition of your account for a third party, such as a merchant or credit bureau;
- To provide information to your legal representative or successor;
- When reporting the involuntary closure of your account;
- When we conclude that disclosure is necessary to protect you, your account, or our interests;
- To our agents, independent contractors, and other representatives in connection with the servicing or processing of your account or account transactions, account analysis, or similar purposes;
- To our affiliates and affiliated companies; and
- If you give your permission.

How do we protect your data?

We are part of an international business with affiliated companies, employees, and service providers (collectively "Personnel") located in the United States and a number of countries around the world. Any information or data we obtain in connection with or relating to your accounts or services, including personal information (collectively "Data"), may be accessed by Personnel in any of these countries. Any of these Personnel will be subject to the requirements of our information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Are we allowed to monitor and record our communications with you?

Yes. We can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes. As a part of your account relationship, we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator's account profile information for the duration of the business relationship.

Checking and savings accounts

What are the requirements for a correct endorsement?

An endorsement is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. We may also send for collection any unendorsed check that is payable to you that you have deposited to your account.

Are we bound by restrictions or notations on checks?

No. We are not bound by restrictions or notations, such as "void after six months," "void over \$50," or "payment in full." When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur

relating to the notation or restriction.

What is a substitute check?

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check." You can use it the same way you would use the original check. As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120-day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. items?

A non-U.S. item is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see "What is the applicable exchange rate?" in the "Rights and responsibilities" section of this Agreement.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer's bank for payment. Your account will not be credited for the item until we receive payment for it.

Our funds availability policy does not apply to an item we accept for collection.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason.

When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Electronic check indemnifications

What warranties do we provide for electronic checks and electronic returned checks?

An "electronic check" and an "electronic returned check" mean an electronic image of, and electronic information derived from, respectively, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

- **Image Quality Warranty:** We guarantee that the electronic image of a check accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.
- **No Double Debit Warranty:** We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "losses and liabilities") by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are

required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your company.
- Cashier's, certified, and teller's checks that are payable to your company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open will be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on us.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this policy.

What is your collection schedule?

Our collection schedule describes when deposits of items that satisfy certain criteria will be considered collected. A fee may be charged in connection with your use of uncollected funds as permitted by us. The then-current rate will appear on the monthly client analysis statement for your account. We may change our collection schedule from time to time without prior notice to you.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

- Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g., wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows: We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.
- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).
- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

- 1. We determine the available balance in your account (as described above) that we can use to pay your transactions.**
- 2. We sort your transactions into three categories: deposits, "must-pay" transactions, and checks and certain ACH payments.**
 - **Deposits.** We credit your account for deposits, including cash and check deposits and incoming electronic transfers, received before the cutoff time at the location the deposit or transfer was made.
 - **"Must-pay" transactions.** A "must-pay" transaction is a withdrawal/payment we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time we received them. Multiple transactions that have the same date and time will be sorted and paid from lowest to highest dollar amount.
 - **Checks and certain ACH payments.** Finally, we use your remaining funds to pay to pay your checks and preauthorized ACH payments (such as bills you pay by authorizing a third-party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time we received them. Multiple transactions that have the same date and time will be sorted and paid from lowest to highest dollar amount.
- 3. If the available balance in your account is not enough to pay all of your transactions, we will decide whether to pay your transaction and overdraw your account or return your transaction unpaid.**
 - This is our standard overdraft coverage (see more information below). Items paid into overdraft are subject to applicable overdraft fees.

Important Note: When we receive multiple transactions on the same day and the available balance in your account is not enough to pay all the transactions, we reserve the right to choose the order in which we pay the transactions, including paying the highest dollar amount first or in any other order we determine in our sole

discretion.

What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you perform transactions at an affiliate?

Yes. You may make deposits to and withdrawals from your account at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over \$100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or computer-generated signature and/or a logo (including a stamp), any item appearing to use your facsimile or computer-generated signature and/or logo will be treated as if a signer on your account had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account ("a consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry

on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third-party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do you reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third-party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees' names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12- month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing this Agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to "Fund transfer services" In the "Electronic banking services" section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third-party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of a signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except time accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does interest begin accruing on a deposit?

Interest begins accruing on a cash deposit on the same business day the deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, we will notify you separately as to the frequency with which interest will be credited to your account.

Can you specify a target balance on your accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement in a month later than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Time accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a time account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The time account's maturity date is the last day of the term for the time account. The maturity date is printed on your receipt.

When can you withdraw funds from your time account?

You may withdraw funds from your time account on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your time account before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.
- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is \$100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest - at the interest rate in effect at the time of withdrawal - divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your time account matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your time account renew?

Your time account will automatically renew at maturity and, unless we notify you otherwise:

- Typically for a similar term ; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount.

Note: For terms less than 30 days, your time account will not automatically renew and will not earn interest unless you contact us to renew. Balances of less than \$1.00 will not earn interest. At our discretion, we may redeem and close your time account if its balance falls below \$1.00.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms "funds transfer," "funds-transfer system," "payment order," "sender," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, (collectively, Rules), including Fedwire, FedNow, the National Automated Clearing House Association (Nacha) or any regional association (together, ACH), the Electronic Check Clearing House Organization, the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and The Clearing House RTP System (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders - for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights to payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you in accordance with the Rules applicable to ACH.

Stop payment orders on ACH debit entries

An "ACH debit entry" is an instruction from us or a third-party originator to withdraw money from your account through ACH. You may request a stop payment order for an ACH debit entry that has not already been paid from your account. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:

- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this ACH sender.

Reversal or return of ACH debit entries

Under the Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday). If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving Instant Payments

For purposes of this Agreement, an "Instant Payment" is a payment we receive through an instant payments network for credit to your account. The following additional terms apply to any Instant Payment we receive for credit to your account through an Instant Payments network.

- Instant Payments may be used only for eligible payments between a sender and beneficiary with accounts located in the United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. Instant Payments that are permitted under the Instant Payment Rules and our requirements will be considered eligible payments for purposes of this Agreement.
- Instant Payments cannot be cancelled or amended by the sender. If we receive a request for return of an Instant Payment received for credit to your account, we may notify you of that request. You are not obligated under the Rules to comply with any such request for return of funds, but you will reasonably cooperate with us if we request your assistance in connection with a reported unauthorized or erroneous Instant Payment. Any dispute between you and the sender of an Instant Payment should be resolved between you and the sender.
- If you do not wish to accept an Instant Payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- Instant Payments are typically completed within seconds of transmission of the payment by the sender, unless the payment fails or is delayed due to a review by us or the sending bank, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the applicable Instant Payments network or sending bank may also prevent Instant Payments from being received for credit to your account.

Selected services

Stagecoach Deposit® - ATM Deposit Only Card Service.

You may elect to use Wells Fargo's *Stagecoach Deposit*® Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a Stagecoach Deposit® ATM Deposit Only card ("Deposit Card") at a designated Wells Fargo ATM ("ATM") or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit - as determined by us - differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third-party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the Rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.

If you elect to use our Stagecoach Deposit® - Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection

This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough available funds in your checking account. When an Overdraft Protection transfer occurs from a linked savings account to cover the authorization or payment of a transaction, the available balance in that savings account will be reduced by the amount of funds to be transferred. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is \$25 or more and can cover the overdraft, we will transfer the exact amount needed or a minimum of \$25. If the available balance in your savings account is less than either \$25 or the amount needed, we will transfer the available balance.
- **Advances from linked credit card or line of credit account.** If the available credit in your credit card account is \$25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of \$25. If the available credit in your credit card account is less than either \$25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit are generally made in increments of \$100 or \$300 (See your Credit Account Agreement for specific details).

Debit Card Overdraft Service

Debit Card Overdraft Service allows us to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough available funds in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. If your account is enrolled in this service, we may approve your ATM and everyday (one-time) debit card transactions into overdraft at our discretion, and an overdraft fee may apply. If you make a covering transfer or deposit (subject to our funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees will be assessed. Debit Card Overdraft Service does not apply to checks and other transactions using your account and routing number, and recurring transactions (for example, ACH payments or recurring debit card transactions such as utility payments and subscription services) We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If your account is not enrolled in Debit Card Overdraft Service and there is not enough available funds in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined.; and if an ATM or everyday debit card transaction creates a negative balance during posting, you will not be assessed an overdraft fee.

Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.

You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Overdraft Service is a discretionary service that we

may remove for a variety of reasons including excessive overdrafts or returned items, as we determine.

Wells Fargo's standard overdraft coverage

Our standard overdraft coverage is when, at our discretion, we pay items, such as checks, other transactions using your account number, or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. Under standard overdraft coverage, we will not authorize ATM and everyday (one-time) debit card transactions into overdraft unless your account is enrolled in Debit Card Overdraft Service as described above. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

When you don't have a sufficient available balance in your account (or in accounts linked for Overdraft Protection), the decision to authorize or pay a transaction into overdraft is made at our sole discretion, and we reserve the right to decline or return a transaction that would result in an overdraft. We reserve this discretion regardless of whether we've previously honored or dishonored overdrafts. We base our decision to authorize or pay a transaction into overdraft on factors that include, but are not limited to, your account history, deposits you make, and transaction characteristics.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough available funds in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and other returnable items (such as ACH payments) unpaid.
- We will not authorize certain transactions such as teller-cashed checks and recurring debit card transactions into overdraft.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

With or without standard overdraft coverage, certain transactions (such as checks cashed at Wells Fargo) may be paid into overdraft during our nightly processing and charged an overdraft fee even if they were authorized when your account had a sufficient available balance.

Important information about fees:

An overdraft fee may be assessed for each item paid into overdraft subject to the following:

- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions if your account is not enrolled in Debit Card Overdraft Service. With or without Debit Card Overdraft Service, overdraft fees are applicable to recurring debit card transactions that are paid into overdraft. The classification of a debit card transaction as recurring or non-recurring is determined by merchant, other institutions, or third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us.
- ATM withdrawals and debit card transactions that were authorized when your account had a sufficient available balance, but are subsequently presented to us for payment and paid into overdraft when you no longer have a sufficient available balance, will not be assessed an overdraft fee (whether or not you are enrolled in Debit Card Overdraft Service).
- Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.



Treasury Management Product Enrollment

Customer information

Customer name _____ Company ID _____

Street address _____

City _____ State _____ ZIP _____

Country name _____ Country Code (if applicable) _____

Primary contact _____ Phone _____

Email address _____ Fax _____

Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]) Users Set-up

User name	User email	User ID (if existing)

Select one or more Vantage products for the user(s) listed above:

Treasury Management products **not** in Administration:

- Autolink
- Cash Vault - Change Orders
- Cash Vault - Deposit Inquiry
- Electronic Document Delivery
- Receivables Manager
- Sweep and Fed Funds – Statements and Confirmation
- Bill Manager
- Cash Vault - Change Order Inquiry
- Cash Vault - Supply Order
- Integrated Receivables
- Reverse Positive Pay
- Wells Fargo Business Online

Treasury Management Products in Administration:

- ACH Payments¹ User
- ACH Fraud Filter
- ARP Register Maintenance
- Canadian Treasury Services
- Centralized Disbursements
- Claims Payments
- Desktop Deposit
- Fed Funds
- Image Positive Pay
- ACH Payments¹ Administrator
- Alerts
- Basic Banking
- Cash Concentration
- Centralized Disbursements - Clients
- Deposit Maintenance
- E-Box Decisioning
- Image
- Item Detail Inquiry Service

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

- | | |
|--|---|
| <input type="checkbox"/> Lockbox | <input type="checkbox"/> Lockbox Correspondence |
| <input type="checkbox"/> Payment Manager Online | <input type="checkbox"/> Payment Manager File Validation Tool |
| <input type="checkbox"/> Returned Items | <input type="checkbox"/> SAFE Transmission |
| <input type="checkbox"/> Statements and Notices ² | <input type="checkbox"/> Supplier Payments |
| <input type="checkbox"/> Transaction Search | <input type="checkbox"/> Treasury Information Reporting |
| <input type="checkbox"/> WellsTAX®. | |

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access to the high-level product in the Vantage and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.
2 Includes the following: Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices

Internal Bank use only	
Does the customer have Administration, or is it included in the current request? <input type="checkbox"/> Yes <input type="checkbox"/> No	

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA SecurID tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

Company Administrator name	_____	Phone number	_____
Street Address (tokens cannot be shipped to post office boxes):	_____	City	_____
		State	ZIP _____

For new users

- **New token:** To order a token for the first time for a user.
- **Assign token:** To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- **Replace token:** To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- **Assign token:** To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- **Un-assign token:** To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- **Delete token:** To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your local e-waste disposal regulations to dispose of old tokens.

User Name # 1 _____	User ID (for existing Vantage users) _____
Token Serial #* _____	ACH Payments Admin <input type="checkbox"/> Yes <input type="checkbox"/> No
New User	<input type="checkbox"/> New token <input type="checkbox"/> Assign token*
Existing User (Select one box only)	<input type="checkbox"/> Replace token <input type="checkbox"/> Assign token* <input type="checkbox"/> Un-Assign token* <input type="checkbox"/> Delete token*

Vantage Administration Set-up

Type of Request - Select request type with corresponding start date.

New Change (Make selections only for options that should change) Start Date: _____

Company Administrator - Complete applicable fields.

Company Administrators automatically gain access to all Administration functions. If selecting Administrator you will need to specify the detailed Administration functionality that should be entitled.

A minimum of two (2) Company Administrators is required for Dual Custody.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

Company Administrator Name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

Administrators

You will need to specify the detailed Administration functionality that should be entitled to an Administrator level user.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

Administrator #1 Detailed Setup - Complete applicable fields

Administrator name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

User Administration Options

User Maintenance Administrator Maintenance Reset Password

If granting User Maintenance or Reset Password which users can the Administrator view and manage?

All Users Specific Users

List User names or User IDs _____

If granting User Maintenance which Vantage Services can the user administer?

All Vantage Services Specific Vantage Services

Vantage Services: _____

If granting User Maintenance which Accounts can the user administer?

All Accounts Specific Accounts

Accounts: _____

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

If granting User Maintenance which ACH IDs can the user administer?

- All ACH IDs
- Specific ACH IDs

ACH IDs: _____

WellsOne® Commercial Card use only

- All Divisions
- Specific Divisions

List Divisions that can be administered.

Company Administration Options

- Manage User Defined Lists
 - All User List
 - Specific User List:

Specify User List(s) that can be administered.

- All Account List
- Specific Account List:

Specify Account List(s) that can be administered.

- Manage Company Dual Custody settings
- Manage Account nicknames
- Manage ACH Custom names
- Access to Administration Reports
- Manage tokens

Company Service Options

- Manage Company Alerts settings
- Manage Company Statement & Notices settings
- Manage Company Wires settings

Custody Option

Single Custody - Non-Standard Administration Procedure - Customer has declined to use dual custody, which is part of Bank's standard Vantage Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

Dual Custody - Bank's standard Vantage Administration procedures also include dual custody for select, high-risk activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Forced Dual Custody - By selecting this option, you agree that Wells Fargo will control the dual custody settings for all products and transactions initiated in the Vantage Administration service. You will not be able to change the dual custody settings in Administration, as these may only be modified by contacting your bank representative.

Customized Forced Dual Custody - By selecting this option, you agree to work with your banker to customize your dual custody preferences and select the Administration transactions that will require dual custody. Once these customizations have been established you will not be able to modify or remove them through the Vantage Administration service, as they may only be changed by contacting your banker. If you enroll in a new Vantage product, it will not automatically be placed in dual custody, unless you contact you bank representative.

Customized Forced Dual Custody Settings - Select the products you would like under dual custody in the Vantage Administration service. Only select products for which your company is enrolled. Additionally, specify the Vantage Administration service functions you would like under dual custody.

Product	Custody setting

Product	Custody setting	
ACH Payments (incl. Domestic and International)	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Administration	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Alerts	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Basic Banking	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Canadian Treasury Solutions	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Cash Concentration	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Centralized Disbursements	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Centralized Disbursements - Clients	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Claims Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Credit Management	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Dealer Inventory Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Deposit Maintenance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Derivatives Access	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Desktop Deposit [®]	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
E - Box [®] Decisioning	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Fed Funds	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Foreign Exchange	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Fraud Manager:		
ACH Fraud Filter	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
ARP Register Maintenance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Image Positive Pay	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Image	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Institutional Investing – Reporting	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Item Detail Inquiry Service	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Lockbox	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Payments		
ACH	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Instant Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Payment Manager [®]	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Returned Items	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
SAFE Transmission	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Statements & Notices	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Supplier Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Product	Custody setting	
Transaction Search	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Treasury Information Reporting	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Warehouse Lending Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WFED SM - Wells Fargo Electronic Deposit SM	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Capital Management	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsOne [®] Virtual Card Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsTAX Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Fargo Business Online [®]	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Administration settings	Custody settings	
Add/Edit User	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Password reset	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Hide Secret Question and Answer	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires limits and authorizations	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Desktop Deposit Company preferences	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody

Wires Set-up

New Change

Company Authorization - (For existing Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Cumulative Funds Transfer Daily Limit (Default - 0)	Duplicate Check Number Of Days (Default - 10)	Default Wire Fee Assignment (select one)
\$ _____	<input type="text"/>	<input type="checkbox"/> Shared (Default) <input type="checkbox"/> Beneficiary <input type="checkbox"/> Originator
Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
<input type="checkbox"/> Yes <input type="checkbox"/> No (Default)	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No
Additional Approver Limits (Optional)		
<input type="checkbox"/> Wires \$ _____	<input type="checkbox"/> Book Transfer \$ _____	<input type="checkbox"/> Drawdown \$ _____

Complete the following regarding Funds Transfer Information for specific payment types – (For new and existing Wires customers, only complete values in this section if an update is requested. For New requests; at least one (1) Wire Type must be selected).

Wire Type	Services allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1)
Wire Transfers (Domestic, International, and Federal Tax Payment)	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Drawdown	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Book Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Template Maintenance	Not Applicable	N/A - No Change	Not Applicable

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Account Authorization - Account Services Limits

(For existing Wires customers, only complete values in this section if an update is requested. For New customers at least one (1) account in this section is required).

Account number	Cumulative Daily Limit	Associated application
	\$	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance
	\$	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance
	\$	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance

Company Default Settings (optional User Limits)

For companies choosing to utilize Company Default User Settings (Default User Limits); complete all fields to specify optional default limits for users. Enter User information below and select the Use Company Default Limit checkbox.

Application type	Individual Create/Modify/Delete Limit	Cumulative Daily Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit
Wire Transfers				
Drawdown				
Book Transfer				
Template Maintenance	-----	-----	-----	-----

User # 1 Information - Complete all fields

User name _____ User ID (if Vantage user) _____

User Settings

(For new and existing Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) user in this section is required. Note: For customers in dual custody without Administration at least two (2) users are required).

Get rate			File Import			
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Services	Type Allowed	Individual Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/Delete Limit
Wire Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Book Transfers	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Drawdowns	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

User Account Authorizations - Provide account number and funds transfer service authorization type.

Account Number			Account Number		
Wires	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject	Wires	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject
Book Transfers	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject	Book Transfers	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject
Drawdowns	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject	Drawdowns	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject
Template Maintenance	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject	Template Maintenance	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject

Voice Wires Set-up

Type of request: New Update existing information Delete existing information

Account numbers (list accounts to be debited for each wire transfer)

- 1) _____ 2) _____ 3) _____
 G/L DDA G/L DDA G/L DDA

Advice information (additional fees apply for these services)

For fax or email notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper-based service is no longer available to add) Delete Mail Advice

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail PINs to:

Authorized callers (people authorized to initiate wires)

\$ Limit = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R=Repetitive / B=Both Repetitive and Non-Repetitive.

Authorized callers First and Last name	\$ Limit	Phone number including area code	Initiation type
			<input type="checkbox"/> R <input type="checkbox"/> B

Alternate Account to be charged for wire fees

List account only if wire fees are to be assessed to this account. (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

DDA AU and G/L _____

Optional Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Authorized Approvers First and Last name	\$ Limit	Phone number including area code

Payment Authorization Service

This service is part of, and will be subject to the terms and conditions stated in the Commercial Account Agreement ("Agreement"). This set-up form supersedes any and all prior payment authorization service forms set up on the referenced account numbers.

Termination: The Service(s) may be immediately terminated by you or us at any time with or without cause by giving written notice to the other party.

Type of request - Select request type. (Refer to the reference guide for complete instructions.)

<input type="checkbox"/> Account-specific Request	<input type="checkbox"/> Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account – NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	<input type="checkbox"/> Blanket Company Level Approval – Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)
--	---	---

For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

Maximum Check Amount Authorized Payment Service (not available in conjunction with Positive Pay or Perfect Presentment)

Service: Under the Maximum Check Amount Authorized Payment Service (the "Service") we will automatically (without your specific approval) return unpaid (marked "REFER TO MAKER") checks presented to us drawn against your account specified below which exceeds the Maximum Dollar Authorized Payment Amount specified below:

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Check Cashing Amount Authorized Payment Service (not available in conjunction with Positive Pay or Perfect Presentment)

Service: Under the Maximum Check Cashing Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below which exceed the Maximum Check Cash Amount specified below:

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Account Number(s): _____
Maximum Over the Counter Amount Authorized Payment Service Service: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below Check one: <input type="checkbox"/> Add service <input type="checkbox"/> Change amount <input type="checkbox"/> Delete service Maximum Over the Counter Withdrawal: _____ Account Number(s): _____
Checks to Individuals Authorized Payment Service Service: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual. Check one: <input type="checkbox"/> Add service <input type="checkbox"/> Delete service Account number(s): _____

Customer Legal Entity information

The enrollment contains ACH, Wire, or Sweep services the following Customer Entities:

<u>Customer Legal Entity name(s)</u>	<u>Entity ID type</u>	<u>Entity ID</u>
	Select One	

Designation of Wells Fargo Stagecoach Sweep® Option

Customer DDA(s)

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Vantage, facsimile, and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window:
https://wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep Preferred* Option.

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep Repurchase Agreement* Option with secondary Wells Fargo *Stagecoach Sweep, Preferred* Option.

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep Repurchase Agreement* Option.

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep Fed Funds Purchased Agreement* Option. (Correspondent Bank Only)

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep Fed Funds Sold Agreement* Option. (Correspondent Bank Only)

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep Fed Funds Purchased and Sold Agreement* Option. (Correspondent Bank only)

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Money Market Mutual Fund Sweep

Customer elects the Allspring Treasury Plus Money Market Fund - Class A - Fund 453 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF- Service Class - Fund 454 Option.

Add Change

Target Balance: _____

Customer elects the Allspring 100% Treasury Money Market Fund - Service Class - Fund 8 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Admin Class - Fund 947 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Institutional - Fund 1751 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Select Class - Fund 3802 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF Institutional - Fund 793 Option.

Add Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Obligor # (if applicable): _____

Loan # (Obligation): _____

Credit Sweep - Syndicated

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Facility Control Number (FCN): _____

Wire Transfer Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for Wire Transfers are:

Wells Fargo VantageSM ("Vantage")

(Vantage) Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the Vantage security procedures to authenticate each Payment Order received through the Vantage platform in your name. Our recommended Vantage security procedures also include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody

Vantage is the Bank's electronic banking platform that is accessed through the Internet. The Vantage security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended Vantage security procedures include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk wire transfer activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk wire transfer activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager[®]

Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Machine-to-Machine ("M2M")

This transmission method uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated through the internet using 128-bit encryption and Secure Socket Layers (SSL). We use digital certificates to authenticate each Payment Order transmitted to us in your name.

IBM[®] Connect:Direct[®] with Secure Plus+

Secure Plus+ is an add-on to Connect:Direct[®] to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct[®] is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each Payment Order transmitted to us through the VAN in your name.

Wells Fargo Gateway (API)

Through The Wells Fargo Gateway, you (i) access our Application Programming Interface ("API") to securely request that we execute Payment Orders your behalf, and (ii) receive periodic updates from us as we process Payment Orders for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system.

The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Payment Orders and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Voice

Our voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to you for voice-initiated Payment Orders. "Payment Order" is defined in the Wire Transfer Service Description.

- i. **Telephone Verification Service.** If we receive a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, we will make one attempt to telephone person(s) designated by you on your most current setup form in our records to verify the Payment Order. If we are unable to complete the call, we will not process the Payment Order.

SWIFT®

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

ACH Origination Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for ACH are:

Wells Fargo VantageSM ("Vantage") Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. Our recommended Vantage security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Dual Custody with User Approve Own Entitlements

Vantage is the Bank's electronic banking platform that is accessed through the Internet. The Vantage security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended Vantage security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use full dual custody and elects to use dual custody at a company level with an option that allows designated users to use single custody, the security procedure would be as follows: With dual custody with "User Approve Own Entitlements," designated users are permitted to use single custody. For these designated users, there is no secondary approval for any high-risk ACH activities. You acknowledge the reduced security associated with and recognize the risks and losses that may materialize from, your decision to not use full dual custody with all users and instead permit designated users to use single custody under "User Approve Own Entitlements."

Wells Fargo VantageSM ("Vantage") – Single Custody

Vantage is the Bank's electronic banking platform that is accessed through the Internet. The Vantage security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended Vantage security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk ACH activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk ACH activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Direct Origination - Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Direct Origination - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM Company.

Direct Origination - SWIFT® FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Wells Fargo Gateway (API)®

Through the Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely request that we originate ACH credit and/or debit Entries on your behalf, and receive periodic updates from us as we process ACH Entries for you. "Entry", "Entries" and "Files" are each defined in the Nacha Operating Rules (and any applicable local ACH rules).

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to request ACH origination and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Payment Manager® - Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Payment Manager® - Machine-to-Machine ("M2M")

This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated through the internet using 128-bit encryption and Secure Socket Layers (SSL).

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Payment Manager® - Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each File transmitted to us through the VAN in your name.

Payment Manager® - SWIFT FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Third Party Service Provider

If you are utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on your behalf, we will authenticate each File transmitted to us in your name in accordance with the security procedure your TPSP has elected. You will notify us of any change to your TPSP in a manner affording us a reasonable opportunity to act on the information.

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

Instant Payments Services

The Initiation Method(s) and Security Procedure(s) Customer has elected for Instant Payments are:

Wells Fargo VantageSM ("Vantage")

Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the Vantage security procedures to authenticate each Payment Order received through Vantage in your name. Our recommended Vantage security procedures also include dual custody for select, high-risk Instant Payments activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody with Secure Validation

Vantage is Bank's electronic banking platform that is accessed through the Internet. The Vantage security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended Vantage security procedures include dual custody for select, high-risk Instant Payments activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk Instant Payments activities. Instead, a single-use code is sent to an enrolled telephone number to confirm high-risk Instant Payments activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager®

Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Wells Fargo Gateway (API)®

Through The Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely (i) request that we execute Instant Payments Orders and Instant Payments Messages on your behalf, and (ii) receive periodic updates from us as we process Instant Payments Orders and Instant Payments Messages for you.

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Instant Payments Orders and Instant Payments Messages and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Bill Manager Service

The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Wells Fargo VantageSM ("Vantage")

Wells Fargo VantageSM ("Vantage") is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. The Bill Manager platform also requires entry of a one-time passcode provided through text message or an automated phone call to verify the device used to initiate the funds transfer.

E-Bill Express Service

The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

Bill File Inbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

AR File Outbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

EDD, Electronic Document Delivery Set-up - For Company and Customer (Biller) ID

Type of request	Customer (Biller) ID <i>(must be associated with the Vantage Company ID)</i>	Vantage User name	Vantage User ID	Role (select one)
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

International Zero Balance Account (ZBA)

Level 2 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed name of Authorized Signer

Phone

Signature

Date

Voice Wire only - Submitter information and instructions Internal Bank use only

Submitter name

Submitter phone

Submitter email

Submitter fax

Note: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo fax. File copies in your location's record-retention file.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Acceptance of Services

- 1. Agreement to be Bound by Service Documentation.** By signing this Acceptance of Services ("Agreement"), the customer identified on the signature block ("Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service"). Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services. Customer's use of any Service, including each Service Customer enrolls in, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.
- 2. Power and Authority of Signer.** Customer has granted the person(s) signing this Agreement the authority on Customer's behalf to (i) enter into this Agreement and other agreements with Bank for Services on or after the Effective Date of this Agreement and (ii) amend, terminate, or otherwise act on behalf of Customer with respect to this Agreement and the Services.
- 3. Security Procedures.** Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form ("Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

- 4. Commercially Reasonable.** Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] (CEO[®]). Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. **Confidentiality of Security Procedure and Authentication devices/passwords.** Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer name(s):

Printed Name of Authorized Representative
Signature
Date

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. **Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. **Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
3. **Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
4. **Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

5. **Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
6. **Security procedures.**
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
7. **Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,
- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. **Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. **Vantage.**

- a. **Description of Vantage.** Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. **Access to Vantage.** When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. **Administration of Vantage.** We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
 - i. **Administration.** If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,

- (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
- (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
 - i. Does not comply with any term applicable to Vantage,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less

than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.

- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

Check Collections Service Description

Treasury Management Services

Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:

Returned Items Service

Wells Fargo Remote Deposit Capture Service

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing your account that you use for the Service ("Account"),
- e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Returned Items Service

1. **Description of service.** This Service includes:
 - a. Special Instructions regarding the handling of your Returned Items (section 2),
 - b. Returned Item Decisioning through our CEO portal (section 3),
 - c. Electronic Returns through which we submit your Returned Items as RCK entries in accordance with the ACH Rules (section 4),

- d. Centralized Return Processing through which we process your Returned Items as your centralized return processor (sections 5),
- e. Returned Item Forwarding through which we forward Returned Items you receive on your Accounts to your centralized returns processor (section 6), and
- f. Returned Item Service Fee Recovery through which we issue MICR drafts to recover service fees you charge your customers in connection with Returned Items (section 7).

We will provide the Returned Item Service to you in accordance with the Service Documentation, including the User Guide for the Service that we make available to you, and Applicable Law.

2. **Special instructions.** We will process your Returned Items in accordance with any special instructions you communicate to us from time to time as described further in the User Guide for the Service.
3. **Returned Item decisioning; access to images.**
 - a. **Returned Item decisioning.** If you elect this Service option, you can send us processing instructions through the CEO portal for Returned Items we received prior to the applicable Cutoff Time each Business Day. Each message related to the processing of a Returned Item (your "Decisioning Instruction") must be received by us by the decisioning Cutoff Time each Business Day. If we do not receive your Decisioning Instruction by the decisioning Cutoff Time, we will handle the Returned Item in accordance with your Default Instruction. "Default Instruction" means your election for us to take one of the following actions for a Returned Item, as specified in your Set-Up Form for the Service:
 - i. "Redeposit," meaning we redeposit the Returned Item, or
 - ii. "Chargeback," meaning we chargeback the Returned Item to one of your accounts in accordance with section 9 below.
 - b. **Access to images.** If you elect this option, we will make images of Returned Items available to you through the CEO portal or other channels or transmission methods you and we agree to. These images are retained for the time period set forth in our retention policy for the Service.
4. **Electronic returns.** If you elect this Service option, we will submit RCK entries for your Returned Items that we have determined (using a data-based decisioning method) qualify as RCK entries under the ACH Rules.
 - a. **Warranties.** The ACH Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original Item for which the RCK entry is initiated. If we incur any liability for breaching these warranties, you will reimburse us and not hold us responsible or liable.
 - b. **Rejected entries.** The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to us. In the event any RCK entry submitted on your behalf is rejected by the ACH for any reason and we have sufficient data to permit us to repair the RCK entry, we will make the repair. Upon our request, you will provide us with all information necessary to repair any RCK entry or file of RCK entries.
 - c. **Provisional credit.** Any credit to your Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, you will immediately deposit with us sufficient funds to cover the returned RCK entry or adjustment memorandum. You authorize us to debit the Account or any other accounts you maintain with us for the amount of any returned RCK entry or adjustment memorandum.
5. **Centralized check return.** If you elect this Service option and it is available to you, we will process Returned Items from your Account and accounts with other financial institutions with which you arrange for us to provide this Service.
 - a. **Centralized return endorsement.** You will place a Centralized Return Endorsement on the back of each check or other Item you intend to deposit with a financial institution other than us that, upon dishonor, you wish to have returned to the Account you designate for this Service. Upon your request, we will supply you with an endorsement stamp or examples of endorsement stamps that satisfy the requirements of this section.
 - b. **Relation of multiple endorsements.** You agree that the Centralized Return Endorsement:
 - i. Is in addition to and not in place of the endorsement placed on an Item by the depository bank,
 - ii. Could obscure, in whole or in part, the endorsement placed on the Item by the depository bank, and
 - iii. Could be obscured by, in whole or in part, the endorsement placed on each deposited Item by the depository bank.
6. **Returned item forwarding.** If you elect this Service option:

- a. You will notify us of the financial institution you choose as your centralized return processor,
 - b. You will place your Centralized Return Endorsement identifying your centralized return processor on the back of each check or other Item you deposit to your Account that, upon dishonor and subsequent receipt by us, you want us to forward to your centralized return processor, and
 - c. We will forward the Returned Items that we receive to your centralized return processor.
7. **Returned Item service fee recovery.** If you elect this Service option, Wells Fargo may issue a MICR draft on the account of the issuer of a Returned Item in the amount that you and we separately agree will be your Returned Item service fee.
 8. **Delayed returns.** Under Applicable Law, paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either us or to the actual depository bank and there could be a significant delay in our receipt of a Returned Item. You, not us, are solely responsible for any and all Losses that may arise in connection with any delay in the return of any Returned Item under this Service Description, including any Item to be returned to your centralized return processor under section 5.
 9. **Chargebacks.** We may chargeback a Returned Item to any account you maintain with us without regard to whether the Returned Item was initially deposited to your Account or at another financial institution.
 10. **Representations and warranties.** You represent and warrant to us and agree as follows:
 - a. **Authorization.** The issuer of any Returned Item has authorized you to represent the Returned Item electronically and that authorization is legally sufficient under Applicable Law.
 - b. **Representation/Returned Item fees.** You acknowledge that the ACH Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and the related fees. You agree that each Item you deposit to your Account or another financial institution will only be for the amount of the Item, and will not include any amount for a representation/returned item fee or similar fee.
 - c. **Returned Item service fees.** You have properly disclosed to all your customers that you charge a service fee for Items returned unpaid for any reason as described in section 7.
 11. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from Losses arising directly or indirectly from or related to:
 - a. Any material breach in any of your representations, warranties and agreements contained in this Service Description,
 - b. The violation of any Applicable Laws in the performance of your obligations under this Service Description,
 - c. A breach of any warranty we make under the ACH Rules in connection with our Electronic Returns Service option as described in section 4,
 - d. Any action you ask us to take in connection with this Service, except to the extent that any such Losses are directly caused by our gross negligence or willful misconduct, and
 - e. A delay in the return of any Item deposited to your account at another financial institution as described in section 8.
 12. **Survival.** Sections 4, 8, 9, 10 and 11 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture Service

(Wells Fargo Electronic DepositSM, Desktop Deposit[®], and CEO Mobile[®] Deposit)

1. **Description of service.** With this Service you can create Electronic Checks from eligible paper checks and transmit the Electronic Checks (and where applicable an Electronic File) to us to deposit in your Account in accordance with the Service Documentation. For each Electronic Check we determine is eligible for processing, we will:
 - a. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank,
 - b. Post or present any Electronic Check for which we are the Paying Bank, or
 - c. Create a Substitute Check (as defined in the applicable Account Agreement) that we will present directly or indirectly to the Paying Bank.

2. **Creating Electronic Checks.** To create Electronic Checks (and where applicable send us Electronic Files), you will use hardware and software capable of creating Electronic Checks that meet our standards and specifications. We will review each Electronic Check and process the Electronic Checks we determine are eligible for processing:
- On the Business Day you transmit the Electronic Checks (or if applicable, your Electronic File) to us, if we received the Electronic Checks before the Cutoff Time, and
 - On the next Business Day if you transmit the Electronic Checks (or if applicable, your Electronic File) to us after the Cutoff Time.
3. **Exception Checks.** Our User Guide for this Service lists eligible U.S. Dollar checks (as well as ineligible checks). We may, without liability to you, reject Electronic Checks we determine are ineligible for this Service or that Applicable Law prohibits us from accepting through this Service (an "Exception Check"). We will notify you of each Exception Check through our CEO portal or other communication channel. You will deposit an Exception Check to your Account only by depositing the corresponding original paper check or as otherwise agreed between you and us.

Even if we do not identify an Exception Check during processing, a Substitute Check may be returned to us because the Paying Bank determines it is not eligible. Our failure to identify an Exception Check will not limit your obligations to us under section 7.

4. **Deposits to your account.** We will be deemed to have accepted each Electronic Check (other than any Exception Check) for deposit to your Account (a) on the Business Day we process the Electronic Check (b) at our office where your Account is maintained. Funds from these Electronic Checks will be made available as provided in our Funds Availability Policy applicable to your Account and will be deemed to be collected as set forth in our Electronic Deposit Collected Funds Schedule. We will provide these documents (as amended from time to time) to you upon request.

Any check you deposit that is returned to you may be returned in the form of a Substitute Check. If we receive a notice of nonpayment from Paying Bank for an Electronic Check or Substitute Check presented for payment, we have no obligation to provide this notice to you or your customers.

5. **Third-party processors.**
- General.** You are a "third-party processor" when you use this Service either to (a) create and process an Electronic Check on behalf of your customer or (b) process an Electronic Check one of your customers has created and transmitted to you.
 - Customer due diligence.** Before acting as a third-party processor for any customer, you will conduct due diligence appropriate to the type of customer (consumer or business). As part of your due diligence, when a customer opens an account with you, you will obtain the customer's name, Taxpayer Identification Number, and address. In addition, you will comply with any obligations under Applicable Law for:
 - Establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program,
 - Establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in your Anti-Money Laundering Program, and
 - Suspicious activity monitoring and reporting.
 - Customer agreements.** You will also enter into an agreement with each of your customers which includes:
 - Provisions paralleling those in this Service description relating to creating Electronic Checks and maintaining the security of original paper checks,
 - Warranties paralleling each of the warranties you make to us in this Service description,
 - An acknowledgement that we may at any time refuse to process Electronic Checks for that customer, and
 - If the customer is a business entity, an obligation that customer, upon your request, will provide you the information you require to understand the nature of the customer's business.
 - Risk parameters; ongoing monitoring.** For each of your customers, you will use reasonable commercial standards to monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis. You will take appropriate actions with respect to the customer's account, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with you. We will establish and maintain confidential internal risk parameters for your Electronic Checks but you are solely responsible for monitoring your customer's Electronic Checks.

6. **Your representations and warranties.** You represent and warrant to us and agree that you will:
- Use this Service only for eligible paper checks payable to or endorsed for deposit by you or your customers (unless we expressly agree otherwise),
 - Transmit to us only Electronic Checks eligible for processing including legible Electronic Checks containing machine-readable MICR data,
 - Not transmit to us any Electronic Check that duplicates an Electronic Check previously transmitted to us or that did not originate as an eligible paper check,
 - Ensure that each original paper check for which you or one of your customers has created an Electronic Check is securely retained and then securely destroyed (including all nonpublic personal information on the original paper check) and properly secure all hardware you use in connection with this Service,
 - Not transmit to us, deposit to your Account, or otherwise negotiate any original eligible paper check for which you have transmitted an Electronic Check to us, unless we have notified you that the Electronic Check is an Exception Check, and
 - If you use an agent to create Electronic Checks and/or transmit your Electronic Files to us, you will ensure your agent transmits only Electronic Checks payable to you, unless we expressly agree to permit the agent to include Electronic Checks payable to multiple customers of ours.
7. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from and against all of our Losses arising directly or indirectly from or related to:
- Any negligent or intentional act or omission by you in the performance of your obligations under this Service description including breaching your obligation under section 6(d) above, in which event Losses will include consequential damages,
 - Any material breach in your representations, warranties, covenants, or obligations in this Service description,
 - Us acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of Substitute Checks, in which event Losses will include consequential damages,
 - Us posting or presenting an Electronic Check for which we are Paying Bank or presenting an Electronic Check to the Paying Bank for payment,
 - The transfer or return of an Electronic Check or an Electronic Returned Check on your behalf,
 - A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an Electronic Check is created, if the loss is due to the check having already been paid, and
 - If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the Paying Bank, and any subsequent returning bank against Losses that result from the fact that:
 - The electronic image or electronic information of the electronically-created item is not derived from a paper check,
 - The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
 - A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an Electronic Check or Electronic Returned Check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a Substitute Check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an Electronic Check, an Electronic Returned Check, the original check, a Substitute Check, or a paper or electronic representation of a paper Substitute Check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an Electronic Check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the Paying Bank, and the drawer. When we transfer an Electronic Returned Check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner.

8. **Termination.** In addition to our rights to suspend or terminate Services under the Master Agreement, we may suspend or terminate this Service immediately upon notice if we determine in our sole discretion that you have breached any of your obligations under sections 6 or 7 of this Service description.
9. **Additional controls.**
- a. **General.** We may upon reasonable prior notice to you to:
 - i. Mandate specific internal controls at your locations,
 - ii. Periodically audit or require audits of your RDC operations including your IT infrastructure at your expense, and
 - iii. Request additional information about you.
 - b. **Your internal controls.** You will establish internal controls related to your RDC operations. Upon reasonable request, you will provide us with information about your internal controls and will work in good faith with us to resolve any concerns that that we have regarding these controls.
 - c. **Your consumer complaints.** With reasonable prior notice to you, you will provide us with information about consumer complaints you receive relating to your RDC product ("consumer complaints"), including:
 - i. Your procedures for handling consumer complaints,
 - ii. The number of consumer complaints you received in the prior calendar quarter, and
 - iii. The current status of each consumer complaint.
10. **Survival.** Sections 6 and 7 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

ACH means the Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Centralized Return Endorsement means a special endorsement on a Returned Item which (a) includes all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit, (b) to the extent possible, conforms to applicable formatting specifications, and (c) is more prominent than the endorsement of the actual depository bank.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Electronic Check means an electronic image of, and electronic information derived from a paper check.

Electronic File means the electronic file you (or your vendor) create and send us when transmitting Electronic Checks using the Wells Fargo Electronic Deposit Service.

Electronic Returned Check means an Electronic Check derived from a paper returned check.

Item is defined in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Paying Bank means the bank on which the original paper check to which the Electronic Check relates is drawn or through which the original paper check is payable.

Master Agreement means the Master Agreement for Treasury Management Services.

RCK entry is defined in the ACH Rules.

Representatives is defined in section 11(f) of the Master Agreement.

Returned Item means an Item that is returned to us unpaid after you deposit it to your Account.

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

Service Documentation is defined in section 1 of the Master Agreement.

ACH and Related Services Service Description

Global Treasury Management Services

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The services (each a "Service") covered by this Service Description are:

- ACH Origination Service
- ACH Fraud Filter Service
- Cash Concentration Service
- Perfect Receivables® Service
- WellsTAX® Payments Service

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing the Account,
- e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

ACH Origination Service

1. **Description of services.** With this Service you can originate ACH credit and debit Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. By using this Service, you authorize us to originate Entries on your behalf (or on behalf of your customers) to Receivers' accounts, you agree to be bound by the ACH Rules, and you agree not to originate Entries that violate the laws of the United States.

2. **Preparation of Entries and Files; processing schedules.** You will prepare and deliver each File in accordance with the ACH Rules, User Guides, and other guidelines we make available to you. You agree to use the applicable Security Procedure when you send Entries to us. We will process each File under our current processing schedule and any instructions about the Settlement Date of an Entry that you provide, if (a) we receive the File by our Cutoff Time on a Business Day and (b) the ACH is open for business. Your Files will be considered received by us when the transmission is completed and authenticated in compliance with the Security Procedure. If your File is received after our Cutoff Time or on a day when the ACH is not open for business, we will treat the File as having been received prior to our Cutoff Time on the next Business Day on which the ACH is open for business. In processing your Entries or Files, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.
3. **Inconsistency of name and number.** If an Entry describes the RDFI both by name and identifying number, we, a Gateway Operator, or another financial institution handling the Entry may rely on the identifying number to identify the RDFI even if the identifying number refers to an institution other than the named RDFI. If an Entry describes a Receiver both by name and identifying number, the RDFI may pay the Entry based on the identifying number, even if the number identifies a person different from the named Receiver.
4. **Your payment obligations with respect to entries.** You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries you deliver to us before we send your Entries to the ACH or Gateway Operator or post an on-us Entry. When we act as both the ODFI and RDFI for an Entry, the Entry is an "on-us Entry." You will maintain available funds in each Account sufficient to cover your credit Entries. You authorize us to debit the Account for the total amount of all credit Entries originated from it at any time. We may refuse to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand. We may take other actions to ensure we receive payment for your credit Entries including (a) upon notice to you, placing a hold on funds in any account you hold with us or our affiliate sufficient to cover your credit Entries and (b) setting off against any amount we or our affiliate owes you. In addition, we may charge the Account or any other of your accounts held with us or our affiliate for any debit Entry, including any correcting or Reversal Entry later returned to us. You will reimburse us for any returned debit Entries on the same day you receive notice of the returned Entry. You agree that we do not need to send a separate notice of debit Entries which have been returned unpaid.
5. **Provisional credit.** If we credit your Account for an Entry, the credit is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to debit your Account or any other accounts you own in whole or in part with us or our affiliate for the amount of the Entry. If there is any remaining shortfall, you will pay it immediately upon demand.
6. **Rejected entries.** We may reject an Entry or File if you do not comply with the terms of the ACH Rules and the Service Documentation, and we will attempt to notify you promptly so you may correct the problem. We will have no liability for rejecting an Entry or File or failing to provide notice of a rejection. If you ask us to repair an Entry or File, we will have no liability if we are unable to make the requested repair. You will pay all charges and expenses for any repair or attempted repair.
7. **Cancellation, amendment, reversal.** You have no right to cancel, amend or reverse an Entry or File after we receive it. If you do request that we cancel, amend, or reverse an Entry or File, we may, in our sole discretion, attempt to complete the request. If we do not complete the request, we will have no liability and you will reimburse us for any expenses, losses, or damages we incur.
8. **Your duty to report erroneous or unauthorized entries.** You will exercise reasonable care to determine whether an Entry we accepted was either erroneous or not authorized and to notify us of the relevant facts within a reasonable time not exceeding 14 days after you receive our notification that the Entry was accepted or that the Account was debited for the Entry, whichever is earlier. If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your Account or because of any other discrepancy in the notification.

9. **Re-transmission of returned entries.** We are not required to re-transmit a returned Entry or File to the ACH or Gateway Operator, or to take any further action on a returned on-us Entry.
10. **Audit.** You grant us ongoing access to your Files and the right to audit periodically your Files, ACH processes and controls so we can verify your compliance with the ACH Rules and this Service Description or any other Service Documentation.
11. **Warranties.** We make certain warranties under the ACH Rules and other Applicable Law when you use this Service. You will reimburse us for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty we make in connection with any of your Entries, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.
12. **Indemnification.** We indemnify certain persons under the ACH Rules when you use this Service. You agree to reimburse us and our Representatives for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the Losses resulted solely from our own gross negligence or intentional misconduct. In addition, you will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from or related to any material breach of a representation, warranty, or covenant you provide regarding this Service.
13. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate this Service immediately upon notice to you if we determine in our sole discretion: the number of returned debit Entries is excessive; you have breached a warranty provided under the ACH Rules or this Service or otherwise failed to comply with the ACH Rules.
14. **Survival.** Sections 3, 5, 6, 8, 9, 12, and 13 will survive termination of the Services.

Additional Terms and Service options

15. **International Entries.** This section contains additional terms that apply when you originate International Entries.
 - a. **General.** You agree to comply with, and we will process each International Entry in accordance with:
 - i. The laws and payment system rules of the receiving country of your International Entry,
 - ii. Any agreement we provide to you governing International Entries between us and the Gateway Operator we use to process the International Entry, and
 - iii. The ACH Rules.
 If there is a conflict among these three areas, they will govern in the order listed above.
 - b. **Currency conversion.** With respect to International Entries that we agree to originate in a Foreign Currency, the currency conversion is governed by section 8 (Currency conversion) of the Master Agreement. For debit Entries, however, we use the Applicable Exchange Rate in effect at the time we receive the funds for settlement of the debit Entry rather than at the time we send (or execute) the debit Entry. If the debit Entry is returned to us, we may charge the applicable Account or any other of your accounts with us or our affiliate for the amount equal to the value of the returned debit Entry, after we have converted the Foreign Currency to the Account Currency at the Applicable Exchange Rate in effect when we process the returned debit Entry. We will not be liable for a sum in excess of the original amount of the debit Entry after conversion.
 - c. **Acts or omissions of third parties.** We will not be liable for:
 - i. Any failure or delay by a Gateway Operator, any intermediary financial institution, or the financial institution designated to receive the International Entry in the receiving country in processing or failing to process any Entry we transmit to the receiving country, or
 - ii. Any acts or omissions by a third party including the delay or failure of any third party to process, credit or debit any International Entry.
16. **Third-party sender activities.** This section contains additional terms that apply when you are a Third-Party Sender as defined by the ACH Rules.
 - a. **General.** Prior to originating any Entry on behalf of your customer or otherwise upon our request, you will:
 - i. Provide us with the information we require to understand the nature of your customer's business, including the name, Taxpayer Identification Number, business activity and geographic location of your customer, and whether you are originating Entries on behalf of any Nested Third-PartySenders, and

- ii. Timely provide us with information we require for purposes of our registration of you as a Third-Party Sender or your customer as a Nested Third-Party Sender or any downstream Nested Third-Party Senders that do not have an ACH Origination Agreement with us ("Downstream Nested Third-Party Senders") for which you transmit Entries to us as ODFI in accordance with the ACH Rules ("Registration") and any supplemental Registration information requested by us, and
 - iii. Obtain our written approval to originate or continue to originate Entries for any customer of yours that is an Originator or Nested Third-Party Sender (which we may rescind upon written notice to you), and
 - iv. Enter into a written agreement with each Originator or Nested-Third Party Sender whose Entries are originated through us as ODFI that meets the requirements applicable for an Origination Agreement with an Originator or Nested Third-Party Sender, as applicable, under the ACH Rules, including their agreement:
 - 1. To assume the responsibilities of an Originator or Nested Third-Party Sender, as applicable, under the ACH Rules and to be bound by the ACH Rules,
 - 2. Not to originate ACH Entries in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control or Financial Crimes Enforcement Network, and
 - 3. To grant us ongoing access to audit your customer for compliance with its Origination Agreement and the ACH Rules.
- b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you as a Third-Party Sender or your customers as Nested Third-Party Senders.
- c. **Representations and warranties.** In addition, you represent and warrant to us that (i) each customer has and will comply with all applicable ACH Rules, (ii) that you have conducted the appropriate due diligence of your customers and (iii) that you will maintain a commercially reasonable program of monitoring to determine that each customer is engaged in a legitimate business, and the type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business. If you do identify any unusual activity by any of your customers, you will notify us promptly and take appropriate actions, including refusing to originate Entries for your customer.
- d. **Liability; indemnification.** With respect to each of your customers for which you are originating transactions through us, including any Nested Third-Party Senders or Downstream Nested Third-Party Senders, you agree to be responsible for your customers' or such Nested Third-Party Senders' compliance with the ACH Rules. You will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from any breach of warranty made under the ACH Rules or this Agreement, failure to comply with any applicable ACH Rule, or otherwise related to any activity of your customers, including Nested Third-Party Senders or Downstream Nested Third-Party Senders.
- e. **Audit:** You agree to comply with the audit requirements applicable to Third-Party Senders under the ACH rules and to provide us with proof of compliance upon request.
17. **Perfect NOC service.** With our Perfect NOC Service, we maintain a database of Notifications of Change (each, a "NOC") that we receive. We use this database to update your Entries in accordance with the Service options you select from time to time. We will notify you of each NOC we receive in connection with your Entries. Additional details about this Service are more fully described in the applicable User Guide.
18. **MICR-split processing service.**
- a. With our MICR-Split Processing Service, if we determine that an RDFI for a debit Entry you sent is not an ACH participant (or as otherwise reasonably determined by us as appropriate), you authorize us to issue a preauthorized check ("PAC") using the debit Entry data you provided. PACs are drawn upon the Receiver's account with the applicable RDFI and deposited in your Account, but do not contain the signature of the Receiver.
 - b. You represent and warrant to us that:
 - i. You have the appropriate authorization from each person owning the Receiver's account shown in the debit Entry data, which remains effective when we issue the PAC, and
 - ii. You are not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

19. **Cash Concentration service.** With the Cash Concentration Service, we originate debit Entries to move funds from your Remote Accounts into your Concentration Account. We make summary and detail level reports of your cash concentration transactions available to you through our Cash Concentration Reporting Service. Additional details about this Service and available service options are more fully described in the applicable User Guide.
- a. **Options.** You can choose from the following options:
 - i. **Touchtone or online option.** We originate debit Entries to collect funds from your Remote Accounts for the transfer amounts you specify based on deposit information entered for each location by touch-tone telephone or computer.
 - ii. **Automated Cash Concentration option.** We request account balances from the financial institutions holding the Remote Accounts. We calculate transfer amounts and originate debit Entries based on your specified target balances for the Remote Accounts and other transfer parameters you may establish.
 - b. **Representations and warranties.** With respect to each debit Entry, we originate on your behalf, you represent and warrant to us that:
 - i. The debit Entry is authorized,
 - ii. If you are using the Touchtone/Online option, the corresponding deposit input is accurate, and
 - iii. If you are using the Automated Cash Concentration Option, you have authorized each financial institution holding a Remote Account to comply with our request for balance information.
 - c. **ACH deadlines.** If by our applicable Cutoff Time (i) you do not complete your deposit inputs for the Touchtone or Online option or (ii) we are unable to obtain balance information for a Remote Account for the Automated Cash Concentration option, we will not be responsible for failing to meet the ACH deadlines to originate the debit Entries.
 - d. **Automated Cash Concentration authorization.** You authorize us in our own name or in your name, to request that each financial institution holding a Remote Account provide us or our designee with the account balance information each Business Day using any method specified by us.

ACH Fraud Filter Service

1. **Description of service.** With this Service, you can manage incoming ACH Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. You have the following options:
 - a. **Stop option.** This option stops all incoming ACH Entries you have not authorized in advance (and not set as preauthorizations). Entries stopped under the Stop Option will be returned to the ODFI as unauthorized.
 - b. **Review option.** You review and decision each incoming ACH Entries (not set as preauthorizations) before the applicable cutoff time and select each Entry to be either paid or returned. Entries that you have selected for return under the Review Option will be returned to the ODFI as unauthorized and we will create a reversing adjustment to your Account. If you do not make a pay/return decision on an Entry prior to the applicable cutoff time, the Entry will be paid or returned based on the default action you specified.
 - c. **Additional criteria.** You may also set up additional decisioning criteria, including limits and preauthorizations.
2. **Echecks.** You have the following options for incoming ACH Entries that have been converted from a check (Echecks).
 - a. **Stop option.** All Echecks will be automatically stopped and returned to the ODFI as unauthorized.
 - b. **Post option.** All Echecks will automatically post without your review.
 - c. **No additional criteria.** Additional decisioning criteria, including limits and preauthorizations, are not available for Echecks.
3. **Service restrictions.** You agree to be bound by the ACH Rules for all Entries. Regardless of the Service options or other criteria you have in place, we may return any Entry in accordance with the ACH Rules and Applicable Law. We may also accept any Entry, Reversal Entry or adjustment in accordance with our obligations under the ACH Rules and Applicable Law. This Service does not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your Account (for instance, loan or credit card payments), whether or not you have included these in your decisioning criteria.

4. **Termination.** Upon termination of this Service, you will still have the right to return individual Entries in accordance with the ACH Rules and Applicable Law.

Perfect Receivables® Service

1. **Description of service.** With this Service, you can elect options for posting and reporting information about ACH entries and wire transfers (each, a "Remittance") that we post each Business Day to your Account(s). We provide a range of unique Wells Fargo payment identification codes (WPICs) that can be used to route Remittances to your Account and help you identify and post your receivables to the correct remitter.
2. **WPIC restrictions.**
 - a. You may not assign a WPIC to more than one remitter or reuse any WPIC numbers.
 - b. If you cannot post the Remittance to your remitter in accordance with the WPIC information, you must return the Remittance.
 - c. We have the right to rescind any WPIC number or range of WPIC numbers at any time in our sole discretion. For example, we may do so if we consider it necessary to comply with Applicable Law. We will use reasonable efforts to notify you before rescinding any WPIC number unless we are prohibited from doing so by Applicable Law, or by our applicable policies and standards, as amended from time to time. When you receive notice of the rescission of any WPIC number, you will promptly notify the remitter assigned to the rescinded WPIC number that the WPIC number may no longer be used to receive Remittances. You will use best efforts to prevent the WPIC from being used to receive Remittances and will block or otherwise restrict access to funds received through a rescinded WPIC.
3. **Processing of Remittances; chargebacks.** Each Business Day, we will post to your Account all Remittances we receive prior to the Cutoff Time, except for Remittances we reject. Each credit to your Account for a Remittance is provisional until we receive final settlement for the Remittance. If we do not receive final settlement, we may debit your Account or any other account you own, in whole or in part, with us or any of our affiliates for the amount of the Remittance. You will pay us immediately upon demand for any shortfall remaining after such chargeback.
4. **Rejected Remittances.** We may, but are not obligated to, reject a Remittance:
 - a. That does not contain all of the required information specified by us,
 - b. If we suspect that you are not entitled to the Remittance,
 - c. If at the time we receive the Remittance, you do not maintain an Account with us, the Service has been terminated, or we are not permitted by law to accept credits to any of your Accounts, or
 - d. If you are in default under this Service Description or any other Service Documentation.
5. **Reporting.** Each Business Day, we will provide you with the information about Remittances posted to your Accounts through the communications channels you elect.
6. **Violation of Applicable Law.** You represent and warrant to us that you will not use the Service in a manner that could result in a violation of Applicable Law. You will provide us with the information we require to understand the nature of your use of the Service and grant us ongoing access to audit your compliance with Applicable Law. In addition to our other rights to terminate the Service under the Service Documentation, we may terminate the Service upon notice to you if we determine your use of the Service could result in a violation of Applicable Law.

WellsTAX® Payments Service

1. **Description of service.** With this Service, you can use our CEO® portal or a touch-tone telephone to request transfers from your Account (each, a "Transfer") to pay your U.S. federal, state or other taxes specified from time to time in our User Guides. By using this Service, you authorize us to originate ACH credit Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules, and also comply with applicable provisions of the ACH Service Description, which is incorporated by reference into this Service Description.
2. **Procedures for initiating transfers.** You will deliver your requests for Transfers in accordance with the Service Documentation, including the User Guides. You agree to use the applicable Security Procedures for your Initiation Method (including access codes and passwords for touch-tone telephone initiation method) when you send Transfer requests to us.

3. **Accuracy of data.** You will provide us with the information necessary for us to inform the applicable government agency or entity of the tax payment within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of the information you have provided to us.
4. **Transfer deadline.** Any Transfer request delivered on any Business Day after the applicable Cutoff Time, or on a non-Business Day, will be deemed received on the following Business Day. You must deliver Transfer requests by the applicable Tax Transfer Deadline.
5. **Authorized reporting agent.** If you are a taxpayer required by federal law to make electronic Federal Tax Deposit (FTD) payments to the Internal Revenue Service (IRS) and submit FTD information through the U.S. Department of the Treasury's Electronic Federal Tax Payment System (EFTPS), we will make your Transfers as FTD payments submitted through EFTPS, regardless of any other instructions from you. In performing the Service, we are acting as your authorized reporting agent. You authorize us to accept debit Entries from the IRS to make the Transfers, and to debit your Account for the amount of such payments.
6. **Payment for Transfers.** You authorize us to debit your Account before we process a Transfer. We may refuse to process a Transfer if the Transfer would exceed the available funds in the Account on the Tax Transfer Deadline.
7. **Rejected Transfers.** We also reserve the right to delay or reject any Transfer if we believe the Transfer may violate Applicable Law or if we believe the Transfer will present a risk to you and/or us, or for other reasons. If we do not accept a Transfer request or must delay making a requested Transfer, we will attempt to notify you.
8. **No verification of Transfer Requests.** We are under no obligation whatsoever at any time to verify any Transfer and will have no liability for failing to investigate or verify any Transfer request.
9. **Confirmations.** We will confirm each Transfer on your account statement or on any bank information reporting service that we provide you. You must immediately inform us of any Transfer that is incorrect or unauthorized.
10. **Amendments and cancellations of transfer requests.** You may cancel a Transfer request before the Cutoff Time if we have not processed the Transfer. After we have processed a Transfer, it cannot be canceled, amended, or reversed.
11. **Records, information, and audits.** You will verify the accuracy of all records and information regarding the Service, or any Transfer and you will notify us immediately of any errors. Nothing in the Service Documentation will relieve you of:
 - a. Any responsibility imposed by law, regulation, or contract with regard to the maintenance of records, or
 - b. Any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.
12. **Responsibility for paying taxes.** Any interruption in the Service will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for your failure in such circumstances to pay any tax.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Account Currency is defined in section 8 (Currency conversion) of the Master Agreement.

ACH means Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Exchange Rate is defined in section 8 (Currency conversion) of the Master Agreement.

Applicable Law is defined in section 3 (Changes to service) of the Master Agreement.

Business Day means every day except Saturday, Sunday, and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day we are open for business related to that Service.

CEO® portal means our Commercial Electronic Office® portal.

Concentration Account means your Account designated in the Concentration Account Services Set-up Form.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Entry is defined in the ACH Rules.

File is defined in the ACH Rules.

Foreign Currency is defined in section 8 (Currency Conversion) of the Master Agreement.

Gateway or Gateway Operator is defined in the ACH Rules.

Initiation Method is defined in section 6 (Security procedures) of the Master Agreement.

International Entry means an Entry to an account outside the United States.

Item is defined in the Account Agreement.

Log-on Credentials is defined in section 9 (CEO portal) of the Master Agreement.

Losses means liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Nested Third-Party Sender (as defined in the ACH Rules) is a **Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator**, without a direct agreement with the ODFI.

NOC or Notification of Change is defined in the ACH Rules.

ODFI (Originating Depository Financial Institution) is defined in the ACH Rules.

Originator is defined in the ACH Rules.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

RDFI (Receiving Depository Financial Institution) is defined in the ACH Rules.

Receiver is defined in the ACH Rules.

Remote Account means one or more accounts owned or controlled by you in the United States.

Representatives is defined in section 11(f) (Liability and indemnification) of the Master Agreement.

Reversal or Reversing Entry is defined in the ACH Rules.

Security Procedure is defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement.

Settlement Date is defined in the ACH Rules.

Tax Transfer Deadline means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority.

Third Party Sender is defined in the ACH Rules.



Wire Transfer Services Customer Setup Form and Agreement

Part I – Setup Information

Treasury Management Customers

Complete Part I and sign as provided in Part III. The information in this setup form and your separate treasury management documents relating to wire transfers govern your use of Wells Fargo’s wire transfer service.

All Other Customers (including consumers and non-Treasury Management business customers)

Complete Part I, review the Wire Transfer Services Agreement in Part II, and sign as provided in Part III.

Type of Request: New Update Existing Information Delete Existing Information

A. Account Numbers (list accounts to be debited for each wire transfer)

For additional accounts attach a signed listing with notation of Customer’s name and the additional account numbers. Check the appropriate box for each account number to identify the account type.

G/L = General Ledger, (Internal Use Only)

1) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	2) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	3) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	4) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L
5) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	6) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	7) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	8) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L
9) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	10) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	11) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	12) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L

B. Advice Information Additional fees apply for these services. For more information about these services contact your relationship manager or customer service representative, or call 1-800-AT-WELLS (1-800-289-3557), option 2.

For Fax or Email Notification on intraday wire activity use the InfoFax setup form.

C. Authorized Callers (people authorized to initiate wires)

\$ Limit = A limit must be indicated or the form will be returned. The maximum entry limit is, \$9,999,999,999.99. The limit applies to all functions unless noted otherwise.

Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R = Repetitive / B = Both Repetitive & Non-Repetitive.

Authorized Callers first & last name	Caller	\$ Limit	Phone Number including area code	InitiationType <input type="checkbox"/>	
				R	B
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>

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D. OPTIONAL Verify Callback Service (does not apply to repetitive wires)

Selecting this service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Verify Orders exceeding: \$ _____

Authorized Approvers first & last name	Approver	\$ Limit	Phone Number including area code
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	

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E. Alternate Account to be Charged for Wire Fees (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

List account only if wire fees are to be assessed to this account for the accounts listed in Part I-A.

DDA AU and G/L _____

Part II – Wire Transfer Services Agreement

1. Introduction. This Wire Transfer Services Agreement (“Agreement”), along with the account agreement applicable to the account used in connection with the wire transfer services (“Account”), govern your use of Wells Fargo’s voice wire service. With this service, the Wells Fargo customer identified in this Agreement (“you” or “your”) can instruct Wells Fargo Bank, N.A. (“Wells Fargo”) to transfer funds by wire from the Account (“Order”).

2. Security Procedure

2.1. General. You agree to use the security procedure described in this Section (“Security Procedure”) when you request an Order (except for an Order delivered to Wells Fargo in person by you or your authorized representative). The purpose of the Security Procedure is to verify the authenticity of an Order delivered to us in your name and not to detect errors in the transmission or content of an Order. You agree the Security Procedure is commercially reasonable and, in view of your requirements, is a satisfactory method of verifying the authenticity of Orders. You agree you are bound by any Order, whether or not authorized, issued in your name and accepted by Wells Fargo in compliance with the Security Procedure.

2.2. Voice Initiated Orders. Wells Fargo’s standard Security Procedure for a voice-initiated Order consists of confirming the personal identification number (“PIN”) accompanying an Order corresponds with a valid PIN assigned to you, and confirming the voice print provided when placing an Order matches the print registered on file for that PIN holder. A PIN and voice print are required for all voice-initiated transfers.

2.3. PIN. Each person authorized to initiate and/or approve Orders for you will be issued a unique PIN. PINs are computer-generated and you cannot choose your own PIN. Wells Fargo employees do not have access to PINs. You agree to safeguard any PIN assigned to you. You must supply the PIN each time you initiate an Order. PINs are issued via a two-part, confidential mailer sent to you. If lost or forgotten, Wells Fargo cannot reconstruct PINs. For your protection, if you suspect a PIN has been compromised, or if an authorized person is no longer authorized, immediately notify Wells Fargo Wire Transfer Services at 888-384-8400. Wells Fargo, in its sole discretion, may cancel or reissue any PIN it believes may have been compromised, including, without limitation, a PIN that has never been acknowledged as having been received and any PIN that has been used by anyone other than the intended authorized user.

- 2.4. Identify Authorized Persons.** You will notify Wells Fargo in writing of the identity of each individual authorized to receive information regarding the Security Procedure. You will promptly notify Wells Fargo in writing of any change in an authorized individual. Your notice will be binding on Wells Fargo if it is received in a time and manner that gives Wells Fargo a reasonable opportunity to act on it. Wells Fargo will be fully protected in relying on your notices.
- 2.5. OPTIONAL Verify Callback Service.** If you select this optional service by providing the information requested in Section D of Part I, it will become part of your Security Procedure. An individual authorized to approve wires other than the initiator (an "Authorized Approver") must verify the voice-initiated non-repetitive wire transfer order is authorized when the amount of the wire exceeds the wire transfer order limit designated in Section D of Part I. You may designate a limit up to which an Authorized Approver may authorize an order. The Authorized approver may call into Wells Fargo or Wells Fargo will make at least one attempt to telephone the Authorized Approver. A PIN is required to authenticate each Authorized Approver. If Wells Fargo is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the wire will not be processed.
- 3. Inconsistency of Name and Number.** If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. You further acknowledge the beneficiary account number or beneficiary bank identification number (e.g. IBAN, RTN, or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.
- 4. Responsibility of Wells Fargo.** Wells Fargo may send an Order by wire, telegraph, telephone, cable, or whatever other transmission method Wells Fargo considers to be reasonable. Wells Fargo may transmit an Order directly to the Beneficiary's bank, or indirectly to the Beneficiary's bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any reasonably selected funds transfer system or intermediary bank, even if its selection differs from instructions in the request.
- 5. Additional Actions by Wells Fargo.** Any action Wells Fargo takes to detect an erroneous Order, or any actions Wells Fargo takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at Wells Fargo's sole discretion. No matter how many times Wells Fargo takes this action, it will not become part of Wells Fargo's standard procedures for attempting to detect such erroneous or unauthorized Orders, and Wells Fargo will not in any situation be liable for failing to take or to correctly perform the action.
- 6. Liability.** Wells Fargo is only responsible for making a good faith effort to execute your Orders and will only be responsible for performing the services specified in this Agreement. For Orders subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), Wells Fargo will be liable to you only for damages required to be paid under UCC 4A. For Orders not subject to UCC 4A and for other obligations under this Agreement, Wells Fargo will only be liable for its negligence or willful misconduct. Wells Fargo will not be liable for any third party's failure to or delay or error in processing an Order. Wells Fargo will not be liable for any delay in performing or failure to perform if the delay or failure results from any cause beyond its reasonable control. In no event will Wells Fargo have any liability for consequential, special, punitive or indirect loss or damage which you may incur in connection with this Agreement.
- 7. Indemnification.** You agree to indemnify and hold Wells Fargo, its directors, officers, employees and agents harmless from all third party claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or connected with the performance of any wire transfer service under this Agreement. This indemnification will survive the termination of this Agreement.
- 8. Cancellation, Amendment, Reversal.** An Order will be final and not subject to cancellation, amendment or reversal by you, except Wells Fargo may, at your request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.

- 9. Your Duty to Notify Wells Fargo of Unauthorized Activity.** If you identify any discrepancies in your account setup (including repetitive wire transfer templates), please contact us immediately at 1-888-384-8400. Wells Fargo will not be responsible for any delays in payment or additional fees caused by your failure to notify us promptly of any such discrepancy. You will exercise ordinary care to determine whether an Order accepted by Wells Fargo was either erroneous or not authorized and to notify Wells Fargo of the facts within a reasonable time not exceeding 14 days after you have received notification from Wells Fargo that the Order was accepted or that your Account was debited or credited with respect to the Order, whichever is earlier. You will be precluded from asserting that Wells Fargo is not entitled to retain payment for an Order unless you object within 14 days.
- 10. Fees and Taxes.** You agree to pay Wells Fargo's current wire transfer service fees. A copy of Wells Fargo's current fee schedule is available to you on request and can be provided by your banker. You also agree to pay amounts equal to any applicable taxes on these wire transfer services (exclusive of taxes based on net income of Wells Fargo).
- 11. Currency.** An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to executing an Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency").
- In addition to any applicable fees, Wells Fargo makes money when we convert one currency to another currency for you. The exchange rate used when Wells Fargo converts one currency to another is set at our sole discretion, and it includes a markup. The markup is designed to compensate us for several considerations including, without limitation, costs incurred, market risks, and our desired return. The applicable exchange rate does not include, and is separate from, any applicable fees. The exchange rate Wells Fargo provides to you may be different from exchange rates you see elsewhere. Different customers may receive different rates for transactions that are the same or similar, and the applicable exchange rate may be different for foreign currency cash, drafts, checks, or wire transfers. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. Wells Fargo is your arms-length counter party on foreign exchange transactions. We may refuse to process any request for a foreign exchange transaction.
- Wells Fargo will not be liable for a sum in excess of the value of the Order after it has been converted from Foreign Currency to U.S. Dollars at Wells Fargo's applicable exchange rate at the time the cancellation of the Order is confirmed by Wells Fargo.
- 12. Term and Termination.** This Agreement may be terminated by you or Wells Fargo with prior written notice, but will remain in effect with respect to any transaction occurring prior to its termination.
- 13. Amendments to Agreement.** Wells Fargo may, from time to time, notify you of a change to this Agreement or its rules or procedures. By using the wire transfer service after the notice is sent or otherwise made available to you, you will be conclusively deemed to have agreed to the change.
- 14. Governing Law; Rules and Regulations.** Our rights and obligations regarding Orders will be governed solely by this Agreement, your account agreement, and, to the extent applicable, federal law and the state laws governing your Account. All Orders will be subject to the rules and regulations of any funds transfer system used by Wells Fargo, as amended from time to time.
- 15. Notices; Receipt of Confirmations.** If a notice is sent to you, it will be effective if it is delivered in person or sent by first class mail to your last address as shown on Wells Fargo's records. If a notice is sent to Wells Fargo, it will be effective if it is delivered by first class mail to the address shown in Wells Fargo's then current fee schedule (or to such other address as Wells Fargo may from time to time direct) and after Wells Fargo has had a reasonable opportunity to act on it. An optional confirmation or a bank statement showing a wire transaction, sent electronically or by mail, to your last address as shown in Wells Fargo's records and not returned, will be conclusively presumed to have been received by you. Wire Transfer mail confirmations are not available for addresses outside of the United States.

16. Miscellaneous. Wells Fargo's waiver of any term of this Agreement will not constitute a waiver of any other term or impair any of its rights if you breach this Agreement. You agree not to assign your interest in this Agreement to anyone else. If any provision of this Agreement is determined by a court to be invalid, it will not affect the validity of any other provision. In interpreting this Agreement, the headings will not be considered a substantive part of this Agreement. Unless the context requires otherwise, terms not defined in this Agreement have the meanings, if any, provided in UCC4A. This Agreement and any applicable account agreements constitute our entire Agreement with respect to the matters they cover and supersede all prior oral or written communications between us regarding such matters. In the event of conflict between a provision of this Agreement and any other agreement you may have with Wells Fargo (including without limitation, any account agreement between us), the terms of this Agreement will govern the subject matter of this Wire Transfer Agreement.

17. Additional Terms Governing Outgoing Consumer International Wires

17.1. General. This Section contains additional terms applicable only to Orders initiated by a natural person in the United States to transfer funds to a Beneficiary in a foreign country for personal, family, or household purposes (each, an "Outgoing Consumer International Wire"). This Section does not apply to any Order sent to a Beneficiary in the United States, to any Order initiated by a non-consumer, or to any Order initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this Section and a provision in the rest of this Agreement or in the agreement governing your Account, the provision in this Section will control.

17.2. Disclosures and Receipts. Prior to sending an Outgoing Consumer International Wire, Wells Fargo will disclose to you, by telephone, the amount that will be transferred to the Beneficiary, a description of any fees and taxes imposed by Wells Fargo, the total amount of the transaction, the exchange rate to be used, the amount to be transferred in the Foreign Currency, a description of any fees and taxes to be applied by any other person to the extent known by Wells Fargo, and the amount that will be received by the Beneficiary. Wells Fargo will mail a receipt for an Outgoing Consumer International Wire within 30 days after payment is made for the Outgoing Consumer International Wire.

17.3. Liability. Wells Fargo is liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC4A (except as expressly modified by this Agreement). Except as required by Regulation E, subpart B, Wells Fargo will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed Wells Fargo's agent. In no event shall Wells Fargo have any liability for any indirect, incidental, consequential, punitive, or special damages, even if advised of the possibility of such damages.

17.4. Cancellation. You may cancel an Outgoing Consumer International Wire for a full refund within 30 minutes of completing a transaction. To cancel, call the cancellation phone number provided to you at the time of your request.

17.5. Error Resolution. If you think there is an error, or problem, contact the Wire Transfer service Team at 1-855-339-6655 (Monday - Friday, 8am - 9pm ET). You must contact us within 180 days of the date we promised to you that funds would be made available to your beneficiary (Availability Date). If you fail to notify us within this time period, Wells Fargo will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction.

When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the Beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and (d) the error or problem with the wire transfer, and why you believe it is an error or problem.

17.6. Governing Law. An Outgoing Consumer International Wire is a "remittance transfer" as defined in Regulation E, Subpart B, and will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of UCC4A, without regard to its conflict of laws principles.

Part III – Agreement and Approval

Customer Approval – Signatures as required by Certificate of Authority or Signature Card.

Under the dispute resolution program in your account agreement, you agree our disputes may be decided before one or more neutral persons in an arbitration proceeding and not by a judge or jury trial.

Legal Name as it appears on your Account		Customer's Primary Phone No.	
Mailing address for PINs and mail advice including City, State, and zip code. (If blank, items will be mailed to address on primary statement mailing address.)			
Printed Name of Authorized Signer		Printed Name of Authorized Signer	
Signature	Date	Signature	Date

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Bank Approval – Forms submitted without Customer and Banker signatures or older than 90 days will be returned unprocessed.

Customer's 1st ID	ID Type	ID Number	Issued by State / Country	Expiration Date
Customer's 2nd ID	ID Type	ID Number	Issued by State / Country	Expiration Date
Banker/Officer's Phone #	Banker/Officer's Fax #	Bank MAC	Document Prepared by & phone # (in case of questions about this setup)	
Banker's Wells Fargo email address for notification. A reasonable attempt will be made to contact the banker at the Wells Fargo email provided upon completion. Notification will NOT be sent to any email address outside the Wells Fargo system.				
Printed Name		Signature	Date	
		X		

Once the customer's approval/signature is received on the form, the Banker/Relationship Manager must approve/sign the form, then fax to 866-922-6202, or email to imgwiresetups@wellsfargo.com.

The form must be submitted from a valid Wells Fargo Fax or email address. File copies in your location's record retention file.

Information Reporting and Image Delivery Service Description

Global Treasury Management

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:
Information Reporting and Image Delivery

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing the Account,
- e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Information Reporting and Image Delivery

1. Description of services.

- a. With this Service we make data regarding transactions and/or images of Items posted to or processed through your Accounts available to you in order to provide you with timely information on your Account activity. We refer to the data and images as "information." The information and reports you can access are described in the User Guide for the Service. If you elect to use the Cash Flow Analysis Service (described further in the User Guide for the Service), you may also manually populate external data you want to view through this Service.

- b. The methods we use to make information available to you (and we may remove or add methods from time to time) include without limitation BAI File Transfer, InfoFax fax/email, SWIFT messaging, ISO 20022 XML transmission, physical media (CD-ROM and DVD), Machine-to-Machine, Vantage, and an Application Programming Interface ("API") through the Wells Fargo Gateway.
- c. The information may include images of Items or other instruments that are:
 - i. Posted to or processed through the Account,
 - ii. Cashed or collected by us or accepted for deposit to the Account, and
 - iii. Returned unpaid to the Account.

Images of posted paper Items that have been converted to ACH Entries pursuant to the ACH Rules may not be available through this Service.

2. Accuracy of Information.

- a. We will not verify the accuracy or completeness of: (i) information from other financial institutions, (ii) information you manually populate, or (iii) cash forecasting information. Forecasting information is not a guarantee of actual performance.
- b. Account balances and other information that reflect intraday activity on your Account may differ from the available balance as determined under our funds availability policy (as described in the Account Agreement) and by our internal risk parameters.

3. Software Sublicense. If a software license or sublicense is required for you to access the Service ("Software Sublicense"), we will make the terms of the Software Sublicense available to you as part of the set-up process for the Service. You will be required to accept the Software Sublicense before being allowed to access the Service. We may terminate any Service requiring use of a Software Sublicense immediately on written notice to you, including without limitation if you fail to comply with the Software Sublicense.

4. Stop payment orders. If you elect a service option through which you can place stop payment orders, your rights and our obligations regarding any stop payment order will be determined as provided in the Account Agreement.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

ACH means automated clearing house.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Item is defined in the Account Agreement.

Master Agreement means the Master Agreement for Treasury Management Services.



Check Disbursements and Fraud Prevention Services Service Description

Treasury Management

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:

Fraud prevention and related services

- Positive Pay Service
- Reverse Positive Pay Service
- Payment Authorization Service
- Account Reconciliation Plan Service
- Controlled Disbursement Account Service

Specialized disbursement services

- Centralized Disbursements Manager Service
- Payable Through Draft Service
- Third Party Drafts Service

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Services),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing your account(s) that you use for the Service ("Account"),
- e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

You agree to the terms and conditions governing the Services in which you have enrolled, as described in this Service Description and in the Service Documentation, which includes details of your enrolled Services. The separate documents comprising the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, the applicable terms for the Service in this Service Description and all Service Documentation.

Fraud prevention and related services:

As further described in the Account Agreement, we offer certain Services to help reduce the risk of fraud, including the Services below.

Positive Pay Service

1. **Description of service.** With this Service you can instruct us to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to us for payment on the Accounts you enroll in this Service. For purposes of this Positive Pay Service Description, "Check" refers to each check presented for payment on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you. Except as otherwise provided in this Service Description, enrollment in our Account Reconciliation Plan Service is required.
 - a. **Service summary.** Each Business Day, either before or after posting the Check to your Account, based on the Service option you choose as described in section 1b below:
 - i. We electronically compare the serial number and numeric amount of each Check presented to us for payment before our Cutoff Time on the prior Business Day to your Check Issue Data (see section 2),
 - ii. We will provide you with a report ("Exception Report") of each Check that does not match your Check Issue Data (an "Exception Check") (see section 4),
 - iii. We review each Exception Check, and either correct or reverse and repost each Exception Check with errors that we can correct, depending on the Service option you choose as described in section 1b,
 - iv. We will pay or return each Exception Check (see section 5), and
 - v. We separately review each "directly-presented Check" (see section 8).
 - b. **Service options.** You may enroll an Account in one of two options of the Service:
 - i. **Perfect Presentment® Positive Pay.** We electronically compare a Check to your Check Issue Data prior to posting the Check to your Account. Each Check with error(s) that we can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Checks. This option is offered only on an Account enrolled in our Controlled Disbursement Service.
 - ii. **Positive Pay and Positive Pay Only.** We electronically compare a Check to your Check Issue Data after posting the Check to your Account. We then review each Exception Check, and reverse and repost each Exception Check with error(s) that we can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Checks. Enrollment in our ARP Service is not required for Positive Pay Only.
2. **Check issue data.** You will provide us with the Check Issue Data for all issued Checks, in the format, through the communications channel, and at the place we specify no later than our Cutoff Time. You will not distribute any Check before you have included the Check in the Check Issue Data you have provided to us. In performing this Service:
 - a. We will use only the Check Issue Data you provide to us,
 - b. If the Check Issue Data includes a post-dated Check (a check you issue with a date in the future), we will not compare that Check against the Checks presented for payment on the Account until that date, and
 - c. We will not accept Check Issue Data for Checks with an issue date more than forty-five (45) calendar days in the future.
3. **Payment of Matching Checks.** For each Matching Check, we will make final payment on the Check and charge the Check to your Account (subject to section 11).
4. **Notifying you of Exception Items; providing images.** When we identify an Exception Check through our electronic comparison, we notify you through the Exceptions Report. This report is available on our CEO portal. We will use reasonable efforts to provide an image of any Exception Check (including a Holdover Exception Check) to you, but we will have no liability if we are unable to do so before the Decision Deadline.
 - a. **Holdover Exception Checks.** This subsection applies when you have enrolled your Controlled Disbursement Account in our Perfect Presentment Positive Pay Service. A "Holdover Exception Check" is an Exception Check we identify after we prepare and transmit the Exceptions Report to you. We will use our best efforts to notify you by calling you at the number we have on file for you.

5. **Decision Deadline.** You will make your pay or return decision based on the information about the serial number and amount of the Exception Check in the Exceptions Report, and if you use our Payee Validation Service (see section 7), on any payee information we provide to you.
- Instructions before the Decision Deadline.** If, before the Decision Deadline, you instruct us to pay or return an Exception Check, we will follow your instructions (subject to section 11). You will use the same communications channel to instruct us that we used to notify you of the Exception Check, except that if we included the Exception Check on the Exception Report we post on the CEO portal, you will use the CEO portal to communicate your instruction regarding the Exception Check to us.
 - No instructions before the Decision Deadline.** If you do not instruct us before the Decision Deadline regarding an Exception Check, we will process the Check in accordance with your Default Option. If we are unable to obtain your instructions prior to the Decision Deadline regarding a Holdover Exception Check described in subsection 4(a) we will process the Holdover Exception Check in accordance with your Default Option.
6. **Default Options.** Your "Default Option" is the action we take for each Exception Check listed in the Exceptions Report (see subsection 5) if you do not instruct us to pay or return it before the Decision Deadline (see subsection 5(b)). You may choose one of these Default Options:
- "Return all."** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
 - "Pay all."** We charge the Exception Check to your Account. This Default Option presents a higher risk of unauthorized checks being paid on your Account. If you elect this Default Option, you assume full liability for any losses resulting from counterfeit, altered or Checks otherwise not validly issued as described in section 9 below.
7. **Payee Validation Service.**
- Description of Payee Validation Service.** When you enroll in our optional Payee Validation Service, we will do the following:
 - On each Check that is greater than the Payee Validation Threshold, we electronically compare the payee's name on your check to your Check Issue Data. The "Payee Validation Threshold" is the dollar amount we choose above which we will perform the payee validation service.
 - If (1) there is a difference between the two names that is not within guidelines we establish, or (2) a notation or legend on the Check prevents the electronic comparison of the payee's name, we will include the Check as an Exception Check in your Exceptions Report.
 - If you notify us you have incurred a loss as a result of an unauthorized alteration of the payee's name, we will reimburse you for the face amount of any Check we pay under the Payee Validation Threshold except as provided below, provided that you notify us of your loss in writing within 3 years after the statement or Check is made available to you.

NOTE: When you enroll in our optional Payee Validation Service, you are charged a per-Check fee for each Check presented on your Account during a monthly billing cycle. This fee is separately disclosed to you. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation Threshold.
 - When we do not perform payee validation.** We will not perform any payee validation review with respect to a Check if:
 - The Check is less than the Payee Validation Threshold,
 - The payee's name on the Check is handwritten instead of machine-printed,
 - You fail to include the payee's name on the Check in your Check Issue Data,
 - We do not receive your Check Issue Data for the Check before our Cutoff Time, or
 - You request we add the payee's name manually to Check Issue Data you have previously provided to us.
 - Exceptions to reimbursement.** We will not reimburse you for losses resulting from an unauthorized alteration in the payee's name if:
 - The Check with the unauthorized alteration is hand-written, or
 - We fail to identify an alteration or other discrepancy in the payee's name because:

1. The payee name in your Check Issue Data did not exactly match the payee name on the Check, or
2. You used customized zone formatting.

8. **Directly-presented checks.** A "directly-presented Check" is a Check we receive for deposit or cashing at our branch or through another depository channel that may present higher risk. The risk is we may be required to make proceeds from a directly-presented Check available before you can review and make a timely decision on the directly-presented Check identified as an Exception Check in our Exceptions Report. When your Check Issue Data on file with us does not include or match a directly-presented Check:
- a. if we receive the Check for deposit, we will take those steps as we, in our sole discretion, determine are commercially reasonable for the depository channel used, to review and accept the Check or refuse to accept the check, and
 - b. if we receive the Check for cashing, we reserve the right to refuse to accept the Check.

You may instruct us to exclude all directly-presented Checks from this process. In that case, each directly-presented Check will be considered a Matching Check, even if it is not included in your Check Issue Data on file with us at the time we receive it, and we will pay it without further inquiry.

9. **Limitation of liability and indemnification.**

- a. **Liability limit.** We will pay each Check you have authorized us to pay as described in this Service Description (including each Matching Check) and each Check you are considered to have authorized us to pay (including each Check we pay according to your Default Option) without performing any Check verification procedure other than those procedures described with this Service Description. We will have no liability for paying a Matching Check or an Exception Check you are considered to have approved if:
 - i. There is an alteration in its serial number or amount,
 - ii. It is counterfeit, bears a forged or unauthorized signature, or
 - iii. It was otherwise not validly issued.
- b. **Indemnification.** Each Check that we pay according to this Service Description will be considered properly payable, and each Check that we return as provided in this Service Description will be considered not properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, you:
 - i. Indemnify and hold us harmless from any and all Losses that we may suffer or incur as a result of our payment or return of a Check at your instruction or otherwise according to sections 5 or 8 of this Service Description, including a Check you issue before including it in your Check Issue Data, and
 - ii. Release and forever discharge us from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which you have, or claim to have against us relating to the payment or return of any Check as provided in this Service Description.

10. **Stop payment; cancel and void instructions; stale-dated Checks.**

- a. You will not use this Service as a substitute for our stop payment service. You will follow our standard stop payment procedures described in the applicable Account Agreement if you wish to stop payment on a Check that was validly issued. You will use:
 - i. A cancel instruction only to delete an outstanding Check included in your Check Issue Data, and
 - ii. A void instruction only to notify us that a Check included in your Check Issue Data has been destroyed and will not be re-issued.
- b. Using notations or legends on a Check is not an effective stop payment order or void instruction. We will not be liable for failing to follow your cancel or void instruction for any Check on which we have made final settlement.
- c. If you choose to use our "stale-dated" feature, we will return each Matching Check (other than a directly presented Check) that is dated past your specified stale-date, unless you instruct us to pay the Check.

11. **Our right to return checks.** Nothing in this Service description will limit our right to return any Check you have authorized us to pay as part of this Service if we determine that:

- a. The Check is not properly payable for any reason (without us agreeing to, or being required to, make such determination in any circumstance), or
- b. There are insufficient collected and available funds in your Account to pay the Check.

You agree that our determination not to pay a Check will not constitute wrongful dishonor of that Check.

12. **Survival.** Sections 4, 7, 9, 10, and 11 will survive termination of Services.

Reverse Positive Pay Service

1. **Description of Service.** Our Reverse Positive Pay Service is an alternative to our Positive Pay Service that we provide to select customers, including customers that issue Drafts. The Reverse Positive Pay Service is required when you enroll in the Third Party Drafts or Payable Through Drafts Services. With this Service:
 - a. You can detect fraudulent Checks by reviewing information we provide to you each Business Day about Checks that have posted to your Account from the prior Business Day ("Paid Items Report") (see section 2),
 - b. You can request we edit Checks that have posted incorrectly to your Account,
 - c. If you have elected our Teller Match Service, we may perform a positive pay verification of certain directly-presented Checks (see section 3) as we determine in our sole discretion from time to time, and
 - d. You can instruct us to return unauthorized Checks.

For purposes of this Reverse Positive Pay Service Description, a "Check" is a check, Draft or other paper instrument purportedly issued on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you.

2. **Paid Items Report.** Each Business Day, we will provide you with the Paid Items Report through our CEO portal or by other methods you may elect. Each Business Day, you will compare the Paid Item Report to your Check Issue Data and before the Decision Deadline, notify us through the CEO portal of any edit requests or return instructions for those Checks described on the Paid Items Report for that Business Day. You will include in your notification the serial number and amount of each Check you wish to edit and the reason for returning each Check you wish to return.
3. **Teller match service.**
 - a. You may separately elect to have us perform a positive pay verification on certain directly-presented Checks, in which case the provisions in section 8 (Directly-presented Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern. If you enroll in this Service option, you will provide the Check Issue Data for each Check to us before you issue the Check.
 - b. With respect to a directly-presented Check, we will have no liability to you for not performing:
 - i. Any positive pay verification, if we do not receive and have a reasonable amount of time to act on your Check Issue Data for the Check before we receive the directly-presented Check, or
 - ii. Payee validation, if you fail to include the payee's name in your Check Issue Data for the directly-presented Check.
4. **Your failure to give us timely instructions.** If we do not receive your edit requests and/or return instructions by the Decision Deadline on any Business Day, we will pay each Check described in the Paid Items Report for that Business Day, unless you have already instructed us by effective stop payment order to return that Check unpaid.
5. **Checks to be paid; liability limit and indemnification.**
 - a. We will pay each Check you are deemed to have authorized us to pay in accordance with this Service Description without performing any further review of such Check. We will have no responsibility whatsoever for paying such a Check even if its serial number or amount is altered, it is counterfeit, bears forged or unauthorized signature, or is not validly issued. You waive and release us from and agree to protect us against any Losses resulting from a claim that such a Check was not properly payable.
 - b. We will have no liability if you instruct us to return a Check (including without limitation a Check that is counterfeit, not validly issued or altered) but your instruction does not reach us in a time and manner affording us a reasonable opportunity to return the Check before we pay, accept, certify, cash or otherwise become obligated to pay the Check as provided in the Uniform Commercial Code.
 - c. You will promptly reimburse us for any loss we incur when we make the proceeds from a Check available in accordance with Reg CC prior to our receipt of your instructions regarding the Check.
6. **Edit requests and return instructions.**
 - a. Edit requests. We reserve the right to deny any of your edit requests based on our evaluation of the edit request. We will not accept edit requests with respect to any Checks that you attempt to communicate to us by any means other than the CEO portal.

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b. Return instructions. We reserve the right to decline your return instruction based on our evaluation of the return instruction. If your reason for returning a Check is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

7. **Stop payment and our right to return Checks.** Sections 10a and b (Stop payment and void instructions) and 11 (Our right to return Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern.
8. **Survival.** Sections 3, 5, 6 and 7 will survive termination of Services.

Payment Authorization Service

NOTE: If you have the ability to write checks on your Account, we recommend that you use the Positive Pay Services to prevent check fraud. You understand that the Payment Authorization Service does not provide the same level of protection as the Positive Pay Services. If you decide not to implement the Positive Pay Services, or you do not properly use it, you assume the risk of loss for unauthorized checks.

1. **Description of service.** With this Service you can set limits on paper Items that may be drawn on your Accounts based on the options you choose. You may also prevent any paper checks being paid on your Accounts by choosing to set the applicable limit to zero.
2. **Available options.**

Option (on Product Enrollment Form)	Action we will take
Maximum Check Amount Authorized	We will automatically return unpaid Items drawn against the Account which are presented to us but exceed the "Maximum Check Amount Authorized" you provide us with. These Items are marked "Refer to Maker."
Maximum Check Cashing Amount	We will refuse to cash checks drawn against the Account and presented to us through our branch network, if they exceed the "Maximum Check Cashing Amount" you specify.
Maximum over the Counter Withdrawal Amount	We will refuse withdrawal requests against the Account which are presented to us through our branch network, if they exceed the "Maximum over the Counter Withdrawal Amount" you specify.
Checks to Individuals	We will refuse to cash checks drawn against the Account which are presented to us through our branch network, and which are made payable to an individual.

Account Reconciliation Plan (ARP) Service

1. **Description of Service.** With our ARP Service, you can receive automated reporting to help you reconcile your Accounts. With this Service you can:
 - a. Receive Account information reporting, based on the Service options you select,
 - b. Store information about Items you issue on your Accounts, and
 - c. Process the information in accordance with the Service options that you elect in the Set-up Form. Our User Guide for the Service details the Service options.
2. **Issued check information.** If you elect our full ARP Service, each Business Day prior to the Cutoff Time, you will provide us with the Issued Check Information using the communication channel(s) you elect. For purposes of this Service Description, "Issued Check Information" is the issue date, serial number and dollar amount of each Item (as defined in the applicable Account Agreement) that you issue on your Account. If you elect our Deposit Location Reporting Service, you will provide us with a list of your location numbers and names and may amend the list from time to time by notifying us in writing.
3. **Stop payment orders.** If you use the ARP Service to place a stop payment order on any Item, you understand that:
 - a. The Account Agreement governs the stop payment order,

- b. Each stop payment order is subject to our verification that the Item described in the stop payment order has not been paid, and
- c. This verification may occur a minimum of ninety (90) minutes after the time you transmit the stop payment order to us.

Controlled Disbursement Account Service

- 1. **Description of Service; required Accounts.** The Controlled Disbursement Account ("CDA") Service is available to select customers that qualify based on their credit and other considerations. With the CDA Service, you will establish and maintain:
 - a. One or more demand deposit accounts with us (each, a "Funding Account"),
 - b. One or more checking accounts with us linked to a Funding Account (each, a "Disbursement Account"), and
 - c. The information reporting service specified by us ("Information Reporting Service").

Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Set-up Form for this Service. You will enroll each Disbursement Account in our Positive Pay Service. You will use each Disbursement Account solely to issue Checks, Drafts and electronic debits (each, a "Debit") in accordance with this Service Description. You will not issue any Debits on any Disbursement Account until we notify you that such Disbursement Account is operational.

- 2. **Determination of Total Net Presentment.** Each Business Day by the Cutoff Time, we will make the Total Net Presentment for each Disbursement Account available to you through the Information Reporting Service. The "Total Net Presentment" consists of the total dollar amount of:
 - a. Debits that have posted in the first and, if applicable, second presentment on that Business Day, and
 - b. Adjustments to the Disbursement Account reported on our CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

If the Total Net Presentment is not available to you through the Information Reporting Service by the Cutoff Time, we will have no liability, and you will estimate the Total Net Presentment.

- 3. **Your obligation to deposit funds in Funding Account.**
 - a. Each Business Day before the Cutoff Time, you will deposit good and collected funds in your Funding Account so that the balance in the Funding Account, as determined in accordance with the Account Agreement, is sufficient to cover either:
 - i. The Total Net Presentment or your estimate of the Total Net Presentment, and
 - ii. The total of any Debits that have been memo posted to your Disbursement Account before the Cutoff Time on the current Business Day as set forth in the intra-day composite report we make available to you.
 - b. If you fail to transfer funds as required in subsection 3(a) above or if such transfer was based on your estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, we may, at our sole option:
 - i. Advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account, or
 - ii. Return Debits, in any order, unpaid (even though we may have previously established a pattern of paying such Debits).

- 4. **Transfer of funds to Disbursement Account.** Each Business Day, we will:
 - a. Transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day, and
 - b. Advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and the amount advanced by us will be reported on the CD Summary Report for the next Business Day as the Prior Day Funding Adjustments).

- 5. **Our obligation to pay debits.** We will have no obligation to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time we make our payment decision.

6. **Your agreement to repay our advances to Disbursement Account.** You will unconditionally pay us on demand without setoff or counterclaim in good and collected funds the full amount of any advance we make pursuant to sections 3 and 4 plus our fees and costs incurred in connection with such advance.
7. **Security interest.** As security for the Obligations, you pledge to us, and grant us a lien on and a security interest in, the following property and all proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations:
- Each Funding Account, each Disbursement Account, and all of your other accounts with us and our affiliates, and
 - Any of your property now or at any time delivered, conveyed, transferred, assigned, pledged or paid to us in any manner whatsoever.

Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

8. **Fraud prevention.** Enrollment in one of our Positive Pay Services is required for enrollment in this Service. You acknowledge there is a growing risk of losses resulting from unauthorized Items. You recognize that Controlled Disbursement Service customers are especially susceptible to losses from unauthorized checks. You are aware that we offer an additional service known as "Payee Validation," which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. We have advised you that if you do not enroll in and properly use our Payee Validation Service, we will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and you will be treated as having assumed the risk of these losses.
9. **Liability and indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, we will not be liable for any Losses paid, suffered or incurred by you, and you will indemnify us from and hold us harmless against any Losses that we suffer or incur, arising directly or indirectly and relating to:
- Your performance or failure to perform your obligations in accordance with this Service Description,
 - Us acting on any information you provide us in any Service Documentation or otherwise,
 - If we return any Check unpaid because you have not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment,
 - Our dishonor and return of any Debit unpaid if you issue the Debit before we notify you the Disbursement Account on which it was drawn is operational,
 - Our nonpayment of a Debit, unless the nonpayment results directly and proximately from our gross negligence or willful misconduct,
 - If any Debit fails which has not been tested and approved by us to satisfy our check specifications, our late return of that Debit and any presentment-related problem resulting from the failure of that Debit,
 - Except as otherwise provided in the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services, our payment of any Check or Draft for which there is an alteration in serial number or amount, is counterfeit, bears a forged or unauthorized signature, or is otherwise not validly issued, or
 - The exercise of our rights or the performance of our obligations in accordance with this Service Description or the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services.
10. **Termination.** In addition to our right to terminate this Service under the Master Agreement, we may terminate this Service and close the Funding Account and Disbursement Account immediately upon sending you written or oral notice (confirmed in writing) of such action if:

- a. You fail at any time to fund the Funding Account as required in this Service Description,
- b. A lawsuit or other proceeding is commenced by any federal or state agency alleging, or we receive an opinion of counsel, that this Service or any material term or condition of this Service Description violates any law or regulation, or
- c. You default in your obligations under the other Service Documentation or under any other agreement or instrument signed by you in our favor including without limitation any loan agreement or promissory note.

Upon termination of this Service, you will, in accordance with our instructions, stop issuing Debits on the Disbursement Accounts, and we will close the Disbursement Accounts and stop processing Debits. You will continue to be liable for all Debits issued on the Disbursement Accounts prior to termination and for all Debits we are obligated to pay.

11. **Survival.** Sections 2 and 5 – 9 will survive the termination of this Service.

Specialized Disbursements Services

Centralized Disbursements Manager Service

1. **Your relationship to clients.** You have represented to us that you function as claims administrator, property manager, or accounts payable administrator with respect to your clients (each individually a "Client" and collectively, "Clients"), who may be (i) insurance companies or business organizations maintaining a program of self-insurance, (ii) owners of commercial real property, or (iii) other business organizations with a need for administrative services related to accounts payable and other disbursements. The services you provide to your Clients may include (without limitation) evaluation, resolution, and/or payment of claims or other types of accounts payable on behalf of your Clients, facilitating the funding of payments related to claims or other accounts payable, and reconciliation and reporting with regard to the payment process.
2. **Centralized Disbursements Manager ("CDM") desktop.** You will interact with our electronic system for operating the Service through our "CDM Desktop" function, which you will access through the applicable treasury management services internet portal maintained by us.
3. **Account structure.** To facilitate your disbursement and payment funding activities on behalf of your Clients, you will establish and maintain with us, in your name and taxpayer identification number: (i) a zero-balance controlled disbursement account against which all checks you issue on behalf of your Clients will be drawn ("Disbursement Account"), (ii) a master account linked to the Disbursement Account for the purpose of funding payment of items presented against the Disbursement Account ("Master Funding Account"), (iii) at your option, one or more accounts linked to the Master Funding Account and associated with an individual Client for the purpose of funding disbursements for the benefit of such Client (each an "Individual Client Funding Account"), (iv) an account against which exception items that you instruct us to pay are to be temporarily posted ("Default Account"), and (v) one or more accounts to serve as recovery, refund or adjustment-related transactional accounts; alternative funding sources for payment of checks when the appropriate Individual Client Funding Account lacks adequate funds; or for electronic payment settlement (each, a "Recovery Account").
4. **Accounts for the benefit of individual clients.** At your option, you may open one or more Individual Client Funding Accounts in your name, each for the benefit of an individual Client, in a way that permits the Client's taxpayer identification number to be associated with the Account for tax reporting or other purposes. This type of Individual Client Funding Account is referred to herein as a "Beneficial Owner Account", and may be used for the broader purposes of receiving, holding, managing and/or disbursing Client funds. Beneficial Owner Accounts must be non-interest-bearing. For each Beneficial Owner Account that you open, you represent and warrant to us that you have valid and proper authorization from the applicable Client to open the Account for the benefit of such Client, and to receive, hold, manage and/or disburse funds in such Account. In no event will any Client be considered a party to, or a third party beneficiary of, this Service Description or the Master Agreement.
5. **Client profiles.** For each Client for which you make disbursements, you will establish and maintain through the CDM Desktop an electronic client profile (each a "Client Profile"). As part of each Client Profile, you will assign the applicable Client a unique alpha/numeric identifier (a "Client ID") no more than ten characters in length. We will electronically associate each Client ID with an Individual Client Funding Account to facilitate funding of disbursements from the proper funding source.

6. **Client set-up forms.** For each Individual Client Funding Account you open under the Service (including each Beneficial Owner Account), you will, prior to opening the Account, deliver to us a form (each a "Client Set-up Form") in a format approved by us, containing information about the Client for whose benefit Company is opening the Account, including, without limitation, the Client's name, physical address (including zip code, and country, if other than the United States), taxpayer identification number, and business type. If we determine at any time that we do not have a Client Set-up Form for a particular Account, you will upon our request promptly cause such a form to be prepared and forwarded to us.
7. **Delivery of W-9 or W-8 forms.** For each Individual Client Funding Account you open under the Service, you will, prior to opening the Account, deliver to us an original Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" (each a "W-9 Form") or Form W-8BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding" or other appropriate W-8 series form (each a "W-8 Form"), properly completed and executed by (i) the Client for whose benefit you are opening the Account, or (ii) if the Client lacks legal capacity to execute the W-9 Form or W-8 Form, by an individual whom the appropriate taxing authority and applicable law recognizes as being authorized to execute a W-9 Form or W-8 Form on the Client's behalf (an "Authorized Representative"). You represent and warrant that each W-9 Form or W-8 Form which you deliver to us in relation to an Account has been duly and lawfully executed by the Client for whose benefit the Account is opened or an Authorized Representative of such Client. If we determine at any time that we do not have a W-9 Form or W-8 Form for a particular Client, you will upon our request promptly cause such a form to be prepared and forwarded to us.
8. **Disbursements by check; use of Positive Pay.** All checks you issue in payment of claims or other obligations on behalf of your Clients ("CDM Checks") must be drawn on the Disbursement Account, which will be a controlled disbursement account governed by our standard Controlled Disbursement Service Description. You may not draw checks, or authorize the drawing or presentment of checks, drafts or other instruments against any of the Accounts other than the Disbursement Account or the Recovery Accounts. You must at all times use our Positive Pay Service in connection with the Disbursement Account. Your use of our Positive Pay Service will be governed by our Positive Pay Service Description and other documentation in effect from time to time with respect to that Service.
9. **CDM check issuance; Issue Files.** You must identify and describe each CDM Check you issue in an electronic issue file (each an "Issue File"), which you must transmit to us in connection with the CDM's Check issuance. You must create and transmit each Issue File to us in compliance with our published standards for creation and transmission of issue files for use with the Service. You must include in each entry for a CDM Check listed in a particular Issue File (each an "Issue Record") the appropriate Client ID for the Client on whose behalf you issued the CDM Check. You agree that you will not mail, transmit, send, deliver or otherwise issue or distribute any CDM Check until you have properly transmitted to us an Issue File containing the corresponding Issue Record for that check. We will compile the information in each Issue File and incorporate that information in our cumulative CDM data base of issued and outstanding CDM Checks (the "Issue File Data Base").
10. **Presentment and payment of CDM checks.** Upon presentment of a check against the Disbursement Account, we will, as part of our Positive Pay Service, compare certain data fields on such item with certain information in the Issue File Data Base. If we identify the item as a CDM Check that matches a corresponding Issue Record in the Issue File Data Base (a "Matching Check"), we will ascertain the Client ID accompanying the Issue Record. To the extent that the Individual Client Funding Account associated with the Client ID contains sufficient collected and available funds to pay all Matching Checks presented on the same Business Day which are associated with the same Client ID, we will pay all such Matching Checks. We will cause the applicable Individual Client Funding Account to be debited, with the resulting credit made to the Master Funding Account. To the extent that the Individual Client Funding Account associated with the Client ID does not contain sufficient collected and available funds to pay all Matching Checks associated with such Client ID which are presented on the same Business Day, we may, in our sole discretion (i) return all such Matching Checks unpaid, unless specific alternative funding arrangements have been made between you and us in advance, or (ii) pay such Matching Checks and cause the applicable Individual Client Funding Account to be overdrawn in the amount of the shortfall. Any overdraft on an Individual Client Funding Account is immediately due and payable from you to us.

11. **Default Account.** If, after comparison with the Issue File Data Base, a presented item cannot be associated with an Issue Record, but you nevertheless instructs us to pay the item, we will cause the item to be posted to the Default Account. For each item posted to the Default Account that causes the Default Account to become overdrawn, you will promptly provide us with instructions via CDM Desktop or in the form of an Issue Record incorporated in an Issue File, to repost the item to an Individual Client Funding Account.
12. **Minimum balance requirement for Recovery Accounts.** You must at all times maintain in one or more Recovery Accounts an aggregate balance of collected and available funds which equals or exceeds the aggregate amount of negative balances, if any, maintained in Individual Client Funding Accounts and the Default Account. Any positive balances maintained in any Individual Client Funding Accounts and/or the Default Account are expressly excluded from this calculation. We may return unpaid any CDM Checks presented for payment against the Disbursement Account during any period in which you fail to maintain the balance requirement set forth in this section 12. We may at any time, in our sole discretion, set off some or all of the balances in the Recovery Accounts against any negative balances in any Individual Client Funding Accounts or the Default Account.
13. **Funding basis.** Each Issue File, as it pertains to each Client on whose behalf you issue CDM Checks, will be funded on either an "Issue Funding" basis or a "Presentment Funding" basis. You must identify the funding basis for each Client as part of the Client Profile for such Client. Once the funding basis for a particular Client has been established, you agree that it will not be changed without our written consent.
- Issue Funding Basis.** If you are funding the Issue File for a particular Client on an Issue Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to our receipt of each Issue File from you that pertains to the Client.
 - Presentment Funding Basis.** If you are funding the Issue File for a particular Client on a Presentment Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to presentment against the Disbursement Account of items related to the Client.
14. **Funding method.** You will fund each Individual Client Funding Account by using one of the funding methods set forth in this section 14. The process of funding by any of these funding methods will be governed by the Master Agreement, this Service Description and other Service Documentation. **YOU WILL NOT, AT ANY TIME OR UNDER ANY CIRCUMSTANCES, FUND OR PERMIT FUNDING OF ANY INDIVIDUAL CLIENT FUNDING ACCOUNT, IN WHOLE OR IN PART, BY MEANS OF A CASH DEPOSIT OR A DEPOSIT MADE BY A THIRD PARTY.** Each Client Debit account must be owned by your Client. As used in this section 14, the term "Funding Day" has the meaning given to it in section 15.
- ACH Debit Entries.** You may use ACH debit entries to debit the account of the corresponding Client with us or at another financial institution ("Debit Account"). If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate an ACH debit entry from the Debit Account. Provided that we have adequate information about the Debit Account, we will transmit an ACH debit entry file to the designated receiving depository financial institution through the applicable clearing house channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the debit entry file will be created and transmitted on the next Funding Day. You authorize us to create and transmit each such debit entry file, and represent and warrant to us that each debit entry created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of an ACH debit entry must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the file containing such ACH debit entry.
 - ACH credit entries.** You may use ACH credit entries to transfer funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, we will transmit an automatic ACH credit entry funding notice, by e-mail and/or fax at your option, to you and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the funding notice.

- c. **Wire credit transfers.** You may use wire credit transfers to transfer of funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, Bank will transmit an automatic wire credit transfer funding notice, by e-mail and/or fax at your option, to Company and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the same day we transmit the funding notice.
- d. **Drawdown wires.** You may use drawdown wires to debit the Debit Account. If you use this funding method, prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate a drawdown wire from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause a drawdown wire to be automatically initiated and transmitted to the designated depository financial institution through the applicable channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if such day is not a Funding Day, then the drawdown wire will be initiated on the next Funding Day. You authorize us to create and transmit each drawdown wire, and represent and warrant to us that each drawdown wire created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the drawdown wire must be received in the applicable Individual Client Funding Account on the same day we initiate the drawdown wire.
- e. **Internal book transfers.** You may use internal book transfers to debit the Debit Account, so long as the Debit Account is maintained with us. If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about such Client's Debit Account to enable us to generate an internal book transfer from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause an internal book transfer to be initiated from the Debit Account on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client. However, that if that day is not a Funding Day, then the internal book transfer will be initiated on the next Funding Day. You authorize us to initiate and execute each such internal book transfer, and represent and warrant to us that each internal book transfer initiated using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the internal book transfer must be received in the applicable Individual Client Funding Account on the same day we initiate the internal book transfer.
15. **Funding Frequency.** You will fund each Individual Client Funding Account according to one of the funding frequency options set forth in this section 15. Each day on which funding is to occur under a particular funding frequency option is hereinafter referred to as a "Funding Day."
- a. **Daily funding.** Under the "Daily Funding Frequency Option", funding will occur (i) each day that we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) each day on which one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client.
- b. **Weekly funding.** Under the "Weekly Funding Frequency Option", funding will occur once a week, on the same day of the week as you select.
- c. **Monthly funding.** Under the "Monthly Funding Frequency Option", funding will occur one day each month, on either (i) the same numeric day of the month, or (ii) the first or last day of the month, as you select.
- d. **Semi-monthly selected date funding.** Under the "Semi-Monthly Funding Frequency Option", funding will occur twice each month, on the same two numeric days, as selected by you.
- e. **P.A.L. funding.** The "P.A.L. Funding Frequency Option" is only available for accounts you are funding on an Issue Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items accumulates within one or more Issue Files, with a dollar limit you specify.
- f. **Threshold funding.** The "Threshold Funding Frequency Option" is only available for accounts you are funding on a Presentment Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items is presented for payment in relation to a particular Client, with a dollar limit you specify.

16. **Supplemental funding days.** You may, at your option, establish one or more additional Funding Days that supplement the funding frequency options chosen for a particular Client under section 15 above. Each additional funding day may be designated as either a "Clean-up Date" or "End-of-Contract Date", depending on the purpose of the supplemental funding. Funding on each supplemental Funding Day will take place according to the Funding Basis and Funding Method previously selected for the applicable Client.
17. **Right of setoff.** In the event that any negative balance is maintained in an Individual Client Funding Account or the Default Account, whether created by action of you or us, we may at any time, and without prior notice to you, set off the amount of such negative balance against funds on deposit in any Recovery Account or any other deposit account you maintain with us; provided, however, that we may not set off against any other Individual Client Funding Account.
18. **Security interest in Recovery Accounts.** As security for the Obligations, you grant us a security interest in and lien on the Recovery Accounts, and all amounts from time to time on deposit in, or withdrawable from, the Recovery Accounts (the "Collateral"). Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.
19. **Account closure or debit block.** We reserve the right to either close or place a debit block on any Individual Client Funding Account which, in our sole judgment, is subject to repeated overdrafts or overdrafts of an excessive amount, or in the event that the Client associated with such Account is subject to a bankruptcy proceeding or makes a general assignment for the benefit of creditors.
20. **Business Associate Agreement.** If you are an organization that performs any function or activity involving the use, transmission, or disclosure of individually identifiable health information, you and we must enter into a Business Associate Agreement (addressing certain requirements of Subtitle F of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) in form and substance satisfactory to us.
21. **Compliance with Applicable Laws.** You represent, warrant, and covenant to us that you will at all times comply with all Applicable Laws governing the receipt, holding, management and/or disbursement of funds in any Beneficial Owner Account.
22. **Indemnification.** You agree to indemnify, defend, and hold us harmless from and against any and all Losses which we suffer or incur as a result of or in connection with (i) your failure to have proper authorization to act on behalf of any Client, (ii) any Client Set-up Form or related information you provide to us which is incomplete or erroneous, and (iii) your failure to comply with Applicable Laws governing the receipt, holding, management and/or disbursement of funds for the benefit of Clients.
23. **Ownership dispute.** In the event that any Client asserts ownership rights to an Account held for the benefit of such Client, or any of the funds therein, then absent the mutual written consent of both you and the Client to dispose of the Account and related funds, we reserve the right, in its sole discretion, to suspend all activity on that Account and to interplead the funds into court.

24. **Termination.** Unless terminated sooner in accordance with the terms of the Master Agreement or this Service Description, this Service Description and the Service will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party. We may terminate the Service following notice to you (i) if you breach any material provision of the Master Agreement or this Service Description and fail to cure the breach within fifteen (15) days after we give notice of the breach, or (ii) notwithstanding the foregoing, if you fail at any time to maintain the minimum balance in the Recovery Accounts required under section 12 of this Service Description. Termination of the Service will not affect your or our rights with respect to transactions which occurred before termination.
25. **Survival.** Sections 4, 10, 12, 14, 17- 19, 22- 24 will survive termination of the Services.

Payable Through Draft Service

1. **Description of Service.** With this Service, we provide you with information about payable-through Drafts that are purportedly drawn on you and received by us so that you can determine if you will pay, edit or dishonor each Draft.
2. **Requirements for Draft stock.** You will ensure each Draft contains:
 - a. The legend "PAYABLE THROUGH WELLS FARGO BANK, N.A."; and
 - b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not issue any Draft until we notify you that your Draft stock meets our specifications.
3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.
4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our CEO® portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.
5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liability for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.
6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8 [Edits to Drafts]) or dishonored (section 9 [Drafts to be dishonored]) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our CEO portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft.
7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10, will be provisional and subject to revocation by:
 - a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
 - b. Us at any time before midnight of the day we presented the Draft to you.
8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.
9. **Drafts to be dishonored.**
 - a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Drafts. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.

- b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
- i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
 - ii. Us, at any time before midnight of the first Business Day after the day we presented the Draft to you.

To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

- c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

10. **Draft Cashing.** We offer a Draft Cashing Service (see our User Guide for more information). If you enroll in this Service, you waive any rights to dishonor or issue an edit request with respect to any Draft we cash at our teller line.

11. **Liability and Indemnification.**

- a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
- i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
 - ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
 - iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
 1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
 2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
 3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

- b. **Unauthorized Draft.** With respect to each Draft, we:
- i. Will be deemed to be a collecting bank and not a drawee bank, and
 - ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

- c. **Delayed Return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
 - i. The loss is due to a delay in the return of the Draft, and
 - ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
 - 1. The failure of any Draft to meet our draft specifications (section 2), or
 - 2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon blanks, blacked-out areas and printed or written text or numbers.

12. **Survival.** Sections 3, 4, 6, 9, 10, and 11 of this Service Description will survive termination of the Service.

Third Party Drafts Service

1. **Description of Service.** You provide draft stock to your customers (each, a "third party") that issue third party drafts. With this Service, we will provide you with a controlled disbursement service for third party drafts. You will establish and maintain:
 - a. One or more demand deposit accounts with us (each, a "Funding Account"), and
 - b. One or more demand deposit accounts with us (each, a "Disbursement Account"), each of which is linked to a Funding Account and assigned to one of our controlled disbursement end points (each, an "End Point").
2. **Requirements for Draft stock.** You will ensure each Draft contains:
 - a. The legend "PAYABLE THROUGH WFB, N.A."; and
 - b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not provide Draft stock to any third party until we notify you that your Draft stock meets our specifications.
3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.
4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our CEO® portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.
5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liability for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.
6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8) or dishonored (section 9) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our CEO portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft that is not timely returned by us.
7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10 [Draft cashing], will be provisional and subject to revocation by:
 - a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
 - b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.
9. **Drafts to be dishonored.**
- a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Draft. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.
 - b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
 - i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
 - ii. Us at any time before midnight of the first Business Day after the day we presented the Draft to you.

To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.
 - c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.
10. **Draft cashing.** We, or an affiliate, will not cash any Draft presented for encashment at our teller line, except at our own discretion.
11. **Liability and indemnification.**
- a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
 - i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
 - ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
 - iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
 1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
 2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
 3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No

Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

- b. **Unauthorized Draft.** With respect to each Draft, we:
 - i. Will be deemed to be a collecting bank and not a drawee bank, and
 - ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

- c. **Delayed return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
 - i. The loss is due to a delay in the return of the Draft, and
 - ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
 - 1. The failure of any Draft to meet our draft specifications (section 2), or
 - 2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

- 12. **Anti-money laundering and sanctions controls.** While this Service Description is in effect, you will:
 - a. Be solely responsible for monitoring, interpreting and complying with all laws, regulations, judicial and administrative decisions, and executive orders that apply to you as a provider of accounts to your customers on which Drafts are issued, including the U.S. anti-money laundering and anti-terrorist financing ("AML") and sanctions laws and regulations;
 - b. Maintain policies and procedures to reasonably ensure compliance with applicable provisions of the U.S. AML laws and regulations, including but not limited to the USA PATRIOT Act ("PATRIOT Act"), and regulations promulgated by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury;
 - c. Where you qualify under section 314(b) of the PATRIOT Act, maintain an effective notice with FinCEN evidencing your intent to engage in information sharing pursuant to section 314(b) of the PATRIOT Act;
 - d. If subject to the PATRIOT Act, maintain policies and procedures that include a risk assessment of its products and services, designate a Board-approved AML Compliance Officer responsible for overseeing the components of the AML Program, and include processes for training, monitoring of Drafts, recordkeeping and reporting;
 - e. Provide copies of your policies, procedures and practices designed to comply with this section 12, as we may request from time to time; and (b) upon our request and sole expense, allow us, or our designee, to make such on-site visits to you as we deem necessary or appropriate to review your policies, procedures and practices designed to comply with this section 12; and
 - f. Work with us in good faith to minimize the number of on-site visits and to limit the impact of the on-site visits on your business.

13. **Survival.** Sections 3, 4, 6, 9, 10 and 11 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Check Issue Data means for any Check or Draft, the complete serial number and numeric amount. If you have elected the Payee Validation service option under the Positive Pay Service, Check Issue Data also includes the payee's name.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Decision Deadline means on any Business Day, (i) for the Positive Pay Service, the time we establish by which you must choose to pay or return each Exception Check, and (ii) for the Reverse Positive Pay Service, the time we establish by which you must choose to edit or return each Check on the Paid Items Report.

Draft means each payable-through draft or third party draft we present to you in accordance with this Service Description and includes an Unauthorized Draft.

Item has the meaning given in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Matching Check is a Check presented to us that matches the Check Issue Data you have provided to us.

Obligations means any and all advances, debts, loans, obligations and liabilities that you owe us and our affiliates pursuant to the terms of this Service Description, including any advances we make to the Funding Account pursuant to Section 3 of the Controlled Disbursements Service Description and any advances we make to the Disbursement Account pursuant to Section 4 of the Controlled Disbursements Service Description.

Representatives is defined in section 11(f) of the Master Agreement.

Unauthorized Draft means a counterfeit or altered Draft, a reproduction of a duly authorized Draft, a Draft with a forged or other unauthorized signature, or a forged, unauthorized, incorrect or illegible endorsement.

WELLSONE® COMMERCIAL CARD AGREEMENT

This WellsOne® Commercial Card Agreement (this “**Agreement**”) is made and entered into effective as of the date last executed below (the “**Effective Date**”), by and between Wells Fargo Bank, National Association (“**Wells Fargo**”) and (“**Customer**”).

Introduction

This Agreement governs the Visa® *WellsOne* Commercial Card and/or Mastercard® MultiCard Commercial Card (collectively, “**Card**”) issued by Wells Fargo for use by Customer and its designated employees, subsidiaries, affiliates, agents and representatives (“**Cardholders**”). In this Agreement, “**Card**” shall mean individually and collectively, all Visa® *WellsOne* and Mastercard® MultiCard Commercial Cards and account numbers issued to Customer, Cardholders and the associated accounts including all card-not-present transactions and account numbers. The transactions made using the Card constitute extensions of credit by Wells Fargo to Customer and not to individual employees, or agents of Customer. In order to participate in the *WellsOne* Commercial Card program, Customer shall at all times maintain ten (10) or more Cards. Attachment A (Program Information), Attachment B (Program Administrator), Attachment C-1 (Fee Schedule), and Attachment C-2 (Revenue Share Calculation), if applicable, are incorporated into this Agreement. In addition, the following Service Descriptions will be incorporated into this Agreement if Customer or its Cardholders elect, now or hereafter, to utilize a service or functionality described therein: (i) Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description; (ii) WellsOne Virtual Card Payment Service Description; (iii) WellsOne Expense Manager; (iv) Receipt Imaging Service Description; (v) Convenience Check Service Description; (vi) Custom Data Solutions Service Description; and (vii) any other Service Description with respect to an additional service or functionality related to the Card that specifically references, and provides that it is incorporated by reference into, this Agreement. Such Service Descriptions are available and may be accessed at <https://wellsoffice.wellsfargo.com/ceopub/prc/service-descriptions/index.jsp> or such other Internet website address as Wells Fargo may from time to time designate by notice to Customer. For good and valuable consideration, and intending to be legally bound hereby, Customer and Wells Fargo agree to each and every term and condition of this Agreement as set forth below:

1. **Permitted Uses of Card; Promise to Pay; Credit Limit.** The Card may be used for Cardholders’ Customer-related purchasing, travel and entertainment, general payables and fleet purchases; to the extent such functionality is offered to Customer by Wells Fargo. Customer agrees that the Card shall be used for business purposes only. Customer represents and warrants that its execution of this Agreement and use of the Card will not in any way violate, conflict with or result in a breach of any contract or agreement between Customer (or any of its affiliates) and any third party, including any client of Customer or its affiliates, and Customer will indemnify, defend and hold Wells Fargo harmless from and against any claims relating to any such actual or alleged violation, conflict or breach. In no event shall the Card be used: (i) to make, directly or indirectly, any payment or engage in any other transaction by, on behalf of or for the benefit of any person(s) relating to personal, family or household purposes (*i.e.*, in no event may the Card be used, directly or indirectly, to make or facilitate consumer payments or consumer transactions of any type, regardless of whether Customer is in the business of making or facilitating such payments or transactions); or (ii) for any transaction that is unlawful or illegal under any applicable laws, rules and regulations and orders of any federal, state, local or foreign governmental authority (“**Applicable Law**”), including but not limited to, all economic sanctions, trade embargoes and anti-terrorism laws imposed by the U.S., the U.S. Foreign Corrupt Practices Act of 1977 (as amended), all applicable laws or regulations relating to money laundering and any predicate crime to money laundering, and “**restricted transactions**” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder. Except as otherwise provided in the “**Liability for Unauthorized Use**” Section below, Customer agrees to pay Wells Fargo, when due, the total of all purchases made with the Card. Customer also promises to pay the total of all other fees and charges due on the Card, as stated in this Agreement or as otherwise agreed to by Customer, and all costs and expenses, including all reasonable attorney’s fees, and other reasonable legal costs incurred by Wells Fargo in enforcing this Agreement. Customer agrees that the total of all transactions charged to all Cards and account numbers issued hereunder outstanding at any time shall not exceed the Credit Limit specified in Attachment A, or as may be changed from time to time. Customer agrees that it is responsible for repaying outstanding balances under the Card, including but not limited to those that exceed its Credit Limit. Wells Fargo may change the Credit Limit at any time and will promptly notify Customer as may be required by applicable law. Termination or expiration of this Agreement does not terminate Customer’s obligation for all amounts owed pursuant to this Agreement.

2. **Debit Authorization.** Customer hereby authorizes and directs Wells Fargo to pay the total of all amounts charged on the Card as a result of purchases, other transactions, fees, charges, costs and expenses by debiting the bank deposit account(s) as indicated on the Authorization to Debit Account Owner Account (the “**Account(s)**”), on the calendar day (or next Business Day if the calendar day is not a Business Day) (the “**Due Date**”) following the date of each *WellsOne* or MultiCard Commercial Card billing statement provided to Customer (the “**Billing Statement Date**”). Any payment

received on or after the Billing Statement Date and before the Due Date will be applied to reduce the amount debited from the Account(s) on the Due Date. A “**Business Day**” shall mean any day (except Saturday or Sunday) that Wells Fargo is open for business. Wells Fargo may also debit the Account(s) at any time for the purpose of settling Card transactions and payoffs of any fees, charges, costs and expenses as stated in this Agreement or as otherwise agreed to and owed by Customer. The Account(s) shall also be subject to the terms and conditions of any netting or setoff provisions between Customer and Wells Fargo governing the Account(s) and any linked accounts. Customer represents and warrants that Customer owns and has sole and exclusive authority over the Account(s), including the authority to grant the debit authorization under this Section Two (2), and that no third party, including any client or Customer or its affiliates, is required to consent to or otherwise authorize or approve Customer’s exercise of authority with respect to such Account(s), including the grant of such debit authorization.

3. **Authorizations.** All transactions on Customer’s Card are subject to prior approval by Wells Fargo (“**Authorizations**”). Wells Fargo reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Wells Fargo may deny an Authorization if Wells Fargo suspects that the Card is being used without Customer’s permission. In the event the Authorization system is temporarily unavailable, an Authorization may be unable to be given even though the transaction would not exceed the Credit Limit and the Card is in good standing. For security reasons, Wells Fargo cannot explain the details of how the authorization system works. Wells Fargo shall not be liable for failing to give any such Authorization. Wells Fargo may, but is not required to, authorize transactions that will cause the balance on the Card to exceed the Credit Limit, and Customer agrees it is liable for any such transactions. In addition, Wells Fargo reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

Notwithstanding the foregoing, Customer acknowledges and agrees that: (i) some or all of the Cards issued hereunder may be Cards that contain an embedded security microchip that works in tandem with personal identification number (PIN) authentication functionality (“**PIN & Chip Cards**”), rather than traditional magnetic stripe Cards; (ii) certain PIN & Chip Card transactions are authorized via Offline Authorization rather than Online Authorization; (iii) as a result, such PIN & Chip Card transactions authorized via Offline Authorization are not verified against restrictions applicable to the Customer’s Card program generally or to a specific Card and/or Cardholder (such as credit limits, transaction type restrictions, etc.) prior to authorization; and (iv) Customer’s liability and responsibility for PIN & Chip Card transactions shall not be in any way diminished or otherwise affected by whether such transactions have been authorized via Online Authorization or Offline Authorization. For purposes of the foregoing: (a) “**Online Authorization**” means authorization of a Card transaction via the electronic communications authorization system utilized for traditional magnetic stripe Card transactions, in which transaction information with respect to each Card transaction is electronically communicated to the Card issuer (i.e. Wells Fargo) for authorization; and (b) “**Offline Authorization**” means authorization of a PIN & Chip Card transaction by communication between the PIN & Chip Card and payment terminal using defined limiting parameters stored on the PIN & Chip Card, such as a cumulative offline transaction amount limit or a consecutive offline transaction limit, but without electronic communication with and authorization by the Card issuer (i.e. Wells Fargo) as would occur with an Online Authorization.

4. **Program Administrator.** Wells Fargo will require, and is authorized to rely on, written instructions it receives from the Customer’s Program Administrator(s) named on Attachment B with regard to the following matters, without limitation: issuance of individual Cards to Cardholders; establishment of and changes to credit limits on individual Cards; notification of disputed transactions; and termination of individual Cards. Customer may substitute, remove or designate additional Program Administrators by written notice to Wells Fargo signed by an authorized officer of Customer. Notwithstanding any other provision of this Agreement to the contrary, if Customer enrolls to administer its *WellsOne* or MultiCard Commercial Card program(s) using the Internet to access Card information, Customer agrees that the primary Program Administrator named on Attachment B has full authority to substitute, remove or designate additional Program Administrators, each of whom may have the full authority of a Program Administrator including authority to designate other Program Administrators, and that written notice signed by an authorized officer of Customer is required only to substitute the primary Program Administrator. The primary Program Administrator may designate in writing one or more contacts for fraud or potential fraud related matters concerning Customer’s Card program (“**Fraud Contact(s)**”), and in the absence of such designation the primary Program Administrator shall be deemed to be Customer’s sole Fraud Contact. Customer may, but is not required to, execute additional Attachment Bs appointing separate program administrators for divisional or associated entity Card programs established under this Agreement.

5. **Liability for Unauthorized Use.** Customer shall be liable for all unauthorized use of the Card in any amount at any time, unless and until Customer has notified Wells Fargo that the Card or Card number has been lost, stolen or misappropriated or that the person or vehicle (in the event of a fleet program) in whose name the Card has been issued is no longer authorized to use the Card (for example, upon termination of employment). Notification concerning

unauthorized use shall be made by Customer calling the customer service number most recently provided by Wells Fargo; provided however, that Customer shall cooperate with Wells Fargo to complete any required written correspondence requested by Wells Fargo. Customer shall be responsible for full payment of all purchases, fees and charges incurred prior to such notification, regardless of when actually posted to Customer's account. Notwithstanding the foregoing, Customer will not be liable for unauthorized use resulting from transactions made with a Card or Card number that has been skimmed or otherwise counterfeited; provided, that (i) such unauthorized use was not facilitated by the gross negligence, intentional misconduct or fraud of Customer or any of its Cardholders, (ii) such unauthorized use did not benefit Customer or any of its Cardholders or other employees or agents, and (iii) Customer timely submits a dispute with respect to such unauthorized use in accordance with the provisions of Section Eight (8) below.

6. **Visa® Liability Waiver Program/MasterCoverage® Liability Protection Program.** Subject to applicable Visa® or Mastercard® terms and conditions, as applicable, Customer may be eligible for coverage under Visa's® Liability Waiver Program and/or Mastercard's® MasterCoverage® Liability Protection Program, which provide coverage against employee misuse of the Card. Customer should consult, as applicable, the Visa® Liability Waiver Program brochure or the Mastercard® MasterCoverage® Liability Protection Program brochure, available upon request from Wells Fargo, for terms and conditions of coverage. Customer acknowledges that Wells Fargo is not responsible for providing any form of liability protection program on Customer's behalf and that Wells Fargo makes no representations or warranties regarding any such program that may be offered by third parties.

7. **Department Cards.** In the event Customer requests Wells Fargo to issue Cards to Customer in a department, group name or other such designation not bearing a name or signature of an authorized employee or individual, all such Cards shall be deemed as "**Department Cards**". Customer hereby represents, acknowledges and agrees that: (i) such Department Cards will be used by more than one authorized employee or individual; (ii) physical Cards may or may not be issued in conjunction with such Department Cards; and (iii) issuance of Department Cards may increase the risk of fraudulent or unauthorized use. As such, Customer is responsible for all security and protection of the Department Cards and any and all Customer procedures concerning the use of such Department Cards by its Cardholders.

8. **Billing Disputes, Chargeback Requests.** Customer may dispute amounts reflected on a billing statement that Customer reasonably believes to be incorrect because: (i) the amount shown on the billing statement does not reflect the actual face value of the transaction; (ii) the transaction shown on the billing statement did not result from the use of the Cards; (iii) the statement reflects fees not properly accrued under this Agreement; or (iv) the transaction is disputable with the honoring merchant under applicable Visa® or Mastercard® rules, as applicable, however, such dispute is subject to the procedures and liability provisions set forth in this section or other sections of the Agreement. In the event of a dispute, Customer must notify Wells Fargo of its dispute within sixty (60) days from the transaction date of purchase. Each request to Wells Fargo must be in writing and contain the following information: (i) Cardholder name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason for the dispute; and (v) a summary of the steps already taken with the merchant to resolve the matter. Wells Fargo shall investigate the disputed amount and determine whether the amount is properly payable by Customer. Until Wells Fargo completes its investigation and determines whether the disputed amount is properly payable by Customer, Customer shall not be liable for the amount of the disputed transaction. Customer agrees that its failure to dispute a charge or other item within sixty (60) days from the transaction date of purchase shall constitute a waiver of any right the Customer may have to dispute the charge. In the event that transactions are posted to the accounts as a result of any circumstance under which the honoring merchant may be held liable under applicable Visa® or Mastercard® rules, as applicable, Wells Fargo shall attempt to charge the transaction back to the merchant in accordance with applicable Visa® or Mastercard® procedures. However, such attempted chargeback by Wells Fargo shall not relieve Customer of liability for the amount of the transaction even though the transaction may have been provisionally credited to the Customer's accounts.

9. **Default.** The occurrence of any of the following conditions or events shall constitute an "**Event of Default**" by Customer under this Agreement in which case, any unpaid balances on the Card shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances: (1) a payment is not made when due or a payment to Wells Fargo is returned or reversed for any reason; (2) a term of this Agreement is breached in any way; (3) Customer or any guarantor of Customer's account defaults under the terms of (a) any other agreement with Wells Fargo or any of its subsidiaries or affiliates or (b) any loan, credit or similar agreement with any third party; (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's account; (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or (if such change is adverse) volume of Customer's business; (6) Customer or any guarantor of Customer's account becomes insolvent or is dissolved; (7) there shall exist or occur any event or condition which Wells Fargo in good faith believes impairs, or is substantially likely to impair, the prospect of payment or performance of Customer's obligations under this Agreement; (8) Customer intentionally fails to submit required information Wells Fargo deems necessary; (9) Customer's account balance exceeds the Credit Limit; (10) any financial statement or certificate furnished to Wells Fargo in connection with, or any representation or warranty made

by Customer or any other party under this Agreement, shall prove to have been incorrect, false or misleading in any material respect when furnished or made; (11) Customer or any guarantor of Customer's account, if any, fails to comply with any Applicable Law (as defined in Section One (1) above) materially affecting Customer, guarantor or the operations or property of either; (12) any owner of collateral given to secure the obligations hereunder, if any, shall fail to comply with any Applicable Law materially affecting any of the collateral; or (13) Customer, any guarantor of Customer's account, if any, or any other person with third party recourse liability hereunder, or an owner of any equity interest in Customer or any guarantor of other person with third party recourse liability hereunder or any subsidiary owned directly or indirectly by Customer, any guarantor or other person with third party recourse liability hereunder performs or engages in any act or series of acts that Wells Fargo reasonably believes could constitute money laundering or a predicate crime to money laundering under Applicable Law.

10. Term; Right to Terminate. Wells Fargo or Customer may, upon at least thirty (30) days' prior written notice to the other party, and with or without cause: (i) terminate this Agreement; (ii) terminate one or more services provided for in this Agreement; or (iii) terminate one or more Cards; provided, however, that the foregoing shall not affect Customer's ability to terminate the authority of a Cardholder as set forth below in this Section Ten (10). In addition, Wells Fargo may take any one or more of the actions referred to in the immediately preceding sentence immediately, without prior notice to Customer, upon the occurrence of an Event of Default. If Customer has enrolled in WellsOne Expense Manager, any such notice required under this Agreement may be delivered to Customer electronically in the same manner that statements are delivered. If Wells Fargo or Customer terminates the Agreement, or upon the expiration of this Agreement, (i) all Cards shall automatically expire, (ii) Customer shall immediately, upon notice from Wells Fargo, destroy all Cards, (iii) Customer will continue to be responsible for full payment of the current balance on the Card and all purchases, fees and charges incurred before termination that post after termination, including, without limitation, recurring transactions that post after termination, and (iv) any unpaid balances on the Cards shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances. If Wells Fargo terminates one or more Cards but not the Agreement, Customer shall immediately, upon notice from Wells Fargo, destroy all such Cards. Upon termination of the Agreement, Customer acknowledges and agrees that the Account(s) and any and all collateral or guarantees in support of this Agreement will remain in place for a period of sixty (60) days from the termination date to satisfy all payment obligations of Customer under this Agreement. Customer may, at any time, terminate the authority of any Cardholder to use the Card. Such termination by Customer shall become effective upon written or electronic notice via the internet to Wells Fargo along with written confirmation that the Cardholder's Card has been destroyed.

11. Liability of Wells Fargo; No Implied Warranties. Wells Fargo's liability hereunder shall be limited to Customer's actual money damages caused directly by Wells Fargo's breach of this Agreement (except to the extent such liability is further limited by the terms of this Agreement), and Wells Fargo shall not be liable for any other matters whatsoever, including, without limitation: (i) Customer's use of the Card; (ii) the inability of Customer to use the Card or the unavailability of Card reports or authorizations as a result of circumstances beyond Wells Fargo's control (such as, without limitation, fire, flood or the disruption of power, phone or computer service); or (iii) transmission errors or data security problems, or other acts or omissions, on the part of third parties (including, without limitation, third-party service providers in connection with transaction files sent to Customer or its designee). Notwithstanding the foregoing, in no event shall Wells Fargo be liable for any indirect, incidental, special, consequential or punitive damages, even if Wells Fargo has been advised of the possibility of any such damages. Except as expressly set forth in this Agreement, Wells Fargo makes no warranties with respect to the Card, any service related thereto, or any software used in connection therewith, including without limitation any warranty as to merchantability or fitness for a particular purpose.

12. Changes to Agreement or to Credit Limit; Other Changes. In addition to, and not in lieu of, Wells Fargo's termination rights in Section Ten (10) above, Wells Fargo may unilaterally, in its sole discretion: (i) change the Credit Limit for any reason, including but not limited to changes as may be required by law, upon prompt notice to Customer; and/or (ii) change any of the terms of this Agreement or any Attachments hereto upon thirty (30) days prior written notice to Customer. Customer may change the designated Program Administrator(s) or an Account number upon an authorized officer's notice in writing or via the Internet to Wells Fargo.

13. Foreign Currency Transactions. If a Card is used to engage in a transaction in a currency other than U.S. dollars ("Foreign Currency Transaction"), that amount will be converted into U.S. dollars before posting to Customer's account.

13.1 Foreign Currency Transaction Procedures: If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, Visa® or Mastercard®, as applicable, will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, Visa® and Mastercard® regulations and procedures provide that the currency conversion rate they use is either: (1) a wholesale market rate, which rate may vary from the rate Visa® or Mastercard® itself receives; or (2) a government-mandated rate for the applicable currency as determined under Visa® or Mastercard® regulations and procedures, as

applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted to the Cardholder's account.

13.2 Point of Sale Currency Conversion: Some merchants outside of the United States offer Cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction ("**Point of Sale Currency Conversion**"). If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant.

13.3 Cross Border Transactional Fee. For each Foreign Currency Transaction that has been converted into a U.S. dollar amount by Visa® or Mastercard®, as applicable, and for each Point of Sale Currency Conversion transaction where a non-U.S. merchant originates a transaction in U.S. dollars, Wells Fargo will charge Customer a 1% fee ("**Cross Border Transactional Fee**").

14. Direct Transmissions. Customer may request to receive Card transaction data to be transmitted directly to Customer, or to a third party recipient designated by Customer, electronically from either the Card network (Visa® or Mastercard®) or its subcontractor (hereinafter, "**Direct Transmissions**"). Upon receipt of such request (which shall be in writing (including, without limitation, e-mail) and from an authorized officer or Program Administrator of Customer), Wells Fargo will arrange for such Direct Transmissions. Customer agrees that Wells Fargo will not be liable for any damages, losses, liability or any other claims whatsoever arising in any way out of transmission errors or data security issues on the part of the network or any third party (including, without limitation, any third party recipient designated by Customer) in connection with Direct Transmissions.

15. Financial Information. Customer shall provide, in form and detail satisfactory to Wells Fargo, current audited annual and certified quarterly financial statements and supporting footnotes and schedules.

16. Confidential and Proprietary Information.

(a). Customer and Wells Fargo acknowledge and agree that, in connection with this Agreement, it may be necessary and/or desirable to exchange Confidential Information (as defined below). For purposes hereof, "**Confidential Information**" means all non-public, confidential or proprietary information of a party that is disclosed by such party (including any of its Representatives (as defined below)) (the "**Disclosing Party**") to the other party (the "**Receiving Party**") under or in connection with this Agreement, and includes, without limitation, financial, technical, or business information relating to the Disclosing Party, including trade secrets, marketing or business plans, strategies, forecasts, budgets, projections and pricing, customer and supplier information. Notwithstanding the above, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives (as defined below) in violation of this Section; (ii) is already known by the Receiving Party at the time of its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party from a source not known to the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the use of Confidential Information. Wells Fargo shall be permitted to exchange (and the Customer insofar as necessary hereby consents to such exchange) Customer and (to the extent authorized) Cardholder information with its service providers, subcontractors, agents, and affiliates in connection with Wells Fargo's provision of Card program services. Wells Fargo shall also be permitted to exchange information concerning the Customer or Cardholders with merchants and, in the case of Cardholder information, with the Customer.

(b). For a period of two (2) years following its disclosure to the Receiving Party, the Receiving Party will: (i) keep Confidential Information confidential and not disclose it to any other person or entity, except disclosures (A) to federal and state bank examiners, and other regulatory officials having jurisdiction over the Receiving Party, as applicable, (B) to the Receiving Party's Representatives (as defined below), (C) in the case of Wells Fargo, to i) Visa® or Mastercard®, as applicable, ii) third party payment industry service providers with whom Wells Fargo has a business relationship and has entered into a non-disclosure agreement covering such Confidential Information, iii) as described in the Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description, if applicable, (D) required by applicable law or legal process in the opinion of the Receiving Party's counsel or any of its Representative's counsel, as applicable, or (E) otherwise authorized in writing by the Disclosing Party; and (ii) use Confidential Information only in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). For purposes hereof, "**Representatives**" means a party's or any of its affiliates' officers, employees, agents, legal counsel, auditors or other professional advisors who need to know Confidential Information in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). The Receiving Party will be responsible for any failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. In the event that the Receiving Party or any of its Representatives is, in the opinion of its counsel, required by applicable law or legal process to disclose any

Confidential Information under clause (i)(D) of the first sentence of this paragraph, then the Receiving Party, unless prohibited by law, will provide notice of such disclosure to the Disclosing Party so that the Disclosing Party, at its sole option (but without an obligation to do so) and at its sole expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section.

(c). Following any termination of this Agreement, upon the Disclosing Party's request, the Receiving Party will use commercially reasonable efforts to destroy all copies of Confidential Information then in the possession of the Receiving Party; provided, however, that the Receiving Party may retain such copies as are required by applicable law or in accordance with its customary practices and procedures (any Confidential Information so retained will be held by the Receiving Party subject to this Agreement).

(d). If there is a breach of this Section by either party, the other party will have the right to seek any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information hereunder are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

(e). Privacy Notice. Wells Fargo hereby provides its U.S. and International Privacy Notices, located at: <https://www.wellsfargo.com/privacy-security/privacy/>, the "Notice", to describe its practices regarding the collection, storage, use, disclosure and other processing of information about identifiable individuals ("Personal Data"). Customer confirms and acknowledges the following:

- (i) it has received the privacy notices before transmitting or otherwise providing any Personal Data to Wells Fargo related to the Commercial Card;
- (ii) it acknowledges the collection, use, processing, storage, and transfer of Personal Data in accordance with the terms and conditions contained in this Agreement and as further contained in the Notice;
- (iii) to the extent that Customer provides or enables Wells Fargo to receive Personal Data of any individuals, Customer shall inform such individuals about Wells Fargo's data privacy practices by providing them with a copy of the Notice prior to providing or enabling Wells Fargo to receive their Personal Data;
- (iv) the Notice supersedes any prior notice on this subject and will cover all Personal Data collected or maintained by Wells Fargo in connection with its relationship with Customer;
- (v) Wells Fargo may amend the Notice at any time by posting an updated version on its website referenced above; and
- (vi) By providing Personal Data to Wells Fargo, Customer acknowledges and agrees to the requirements described in this section and the Notice.

(f). Global Data Access. Please visit <https://www.wellsfargo.com/privacy-security/> which contains, in the section titled Global Data Access, a description of how information, including Personal Data, may be accessed by Wells Fargo, its affiliated companies, and service providers, on a global basis.

17. **No Waiver; Right of Set-Off**. Neither party's failure to exercise any right or to pursue any remedy under this Agreement or otherwise shall constitute a waiver thereof. Wells Fargo shall have the right to, in its sole discretion, set-off or recoup any obligation of Customer to Wells Fargo under this Agreement or otherwise against any obligation Wells Fargo owes to Customer, including a set-off against any deposit account(s) Customer has with Wells Fargo to the extent permitted by law.

18. **Miscellaneous; Entire Agreement; Governing Law; Counterparts; No Assignment; Independent Contractor; Severability**. This Agreement contains the entire understanding between the parties on the subject matter hereof and supersedes all prior agreements, negotiations and representations. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Customer may not assign this Agreement or any of its rights, interest or obligations hereunder (by operation of law or otherwise). Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Wells Fargo and Customer. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. **Arbitration**. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to: (i) any credit subject hereto, or the

Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

19.1. Governing Rules. Any arbitration proceeding will: (i) proceed in a location in South Dakota selected by the American Arbitration Association (“AAA”); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the “Rules”). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

19.2. No Waiver of Provisional Remedies; Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to: (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

19.3. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Such single arbitrator or panel of three arbitrators, as applicable, is hereafter referred to as the “arbitrator”. Each arbitrator will be a neutral attorney licensed in the State of South Dakota or a neutral retired judge of the state or federal judiciary of South Dakota, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of South Dakota and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the South Dakota Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

19.4. Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

19.5. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed the Agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

19.6. Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

19.7. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrator and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of

information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Agreement or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of the Agreement or any relationship between the parties.

20. **Customer Provided Card Content.** For purposes of this Agreement, “**Customer Provided Card Content**” means any and all business, division, trade or assumed names, trade dress, service marks, trademarks, logos or other words or images that Customer or its representatives supply for inclusion on any Cards issued under this Agreement. Customer will defend, indemnify and hold harmless Wells Fargo and its affiliates, as well as the employees, officers, directors and agents of Wells Fargo and its affiliates (each an “**Indemnified Party**”) against all costs and expenses of the Indemnified Party (including without limitation any losses, liabilities, damages, fines, penalties or reasonable attorneys’ fees) arising from or in connection with any dispute, claim, suit, action, proceeding or demand brought against an Indemnified Party relating to any actual or alleged violation of intellectual property rights of any third party as a result of the inclusion of any Customer Provided Card Content on the Cards.

21. **Foreign Personnel.** If Cards are distributed by Customer or at its instruction to Cardholders outside of the United States, Customer shall be solely responsible for complying with any applicable foreign employment and/or data privacy laws or requirements in connection therewith, including but not limited to any requirements to provide notices or disclosures to or to obtain consents from Cardholders. Wells Fargo shall have no liability for Customer’s failure to comply with any such requirements.

22. **Cooperation.** Customer shall promptly provide Wells Fargo with any information that Wells Fargo may request to confirm that the Cards are being used in accordance with the terms and conditions of this Agreement. Such requested information may include, without limitation, information about any Cardholder and/or any other involved parties, and the intended purpose or use of a Card transaction. In the event that Customer does not comply with the terms of this section, Wells Fargo will have the right, in its sole and absolute discretion, to terminate immediately any Card issued in the name of such individual(s), and Customer shall not permit such individual(s) to use any other Cards issued pursuant to this Agreement.

23. **Cross Collateral Exclusion.** Customer acknowledges and agrees no deed of trust, mortgage, security deed, or similar real estate collateral agreement, nor any security agreement, pledge, assignment or similar personal property collateral agreement provided to Wells Fargo by Customer or any other party shall now or hereafter secure the indebtedness and other obligations of Customer to Wells Fargo subject to this Agreement by reason of any cross-collateralization or similar provision purporting generally to expand the scope of obligations secured thereby to include the indebtedness and other obligations subject to this Agreement. For the elimination of doubt unless specifically described as being secured hereby no such document shall secure the indebtedness and obligations subject to this Agreement.

24. **Facsimile and Counterpart.** This Agreement shall be valid, binding, and enforceable against a party when executed by an authorized individual on behalf of the party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act (ESIGN Act), state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. This document may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the undersigned have executed this document as of the day and year set forth below.

CUSTOMER:

Authorized Officer: _____

Signature: _____

Title: _____

Date: _____

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Sample

**WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT A
PROGRAM INFORMATION**

CUSTOMER NAME

TAX ID

ADDRESS

CREDIT LIMIT \$

BILLING STATEMENT CYCLE

Sample

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT B - PROGRAM ADMINISTRATOR**

Please provide the following information about each Program Administrator:

Customer Name	Enter Division Name, if applicable
*The Attachment B to the Agreement may be updated at a later date in accordance with the terms of Section 4 of the Agreement, however it will replace the original Attachment B and all current Program Administrators of Customer must be included.	
PROGRAM ADMINISTRATOR (Primary) <i>Main point of contact for day to day business</i>	PROGRAM ADMINISTRATOR (Secondary)
(Name / Title)	(Name / Title)
(Physical Street Address)	(Physical Street Address)
(City / State / Zip Code)	(City / State / Zip Code)
(Telephone) _____	(Telephone) _____
(Fax) _____	(Fax) _____
(Email Address)	(Email Address)
PROGRAM ADMINISTRATOR (Secondary)	PROGRAM ADMINISTRATOR (Secondary)
(Name / Title)	(Name / Title)
(Physical Street Address)	(Physical Street Address)
(City / State / Zip Code)	(City / State / Zip Code)
(Telephone) _____	(Telephone) _____
(Fax) _____	(Fax) _____
(Email Address)	(Email Address)
<i>(add additional pages as necessary)</i>	

Select the Program Administrator above authorized to provide instructions on Card delivery: ____.*

*Requirements:

- (i) All Card delivery addresses must be a physical address; and
- (ii) Card delivery addresses may include such Program Administrator's address above and/or to such other address(es) as instructed by such Program Administrator. If no instructions are provided, all Cards will be delivered to the address of such Program Administrator.

Select the Program Administrator above designated to receive billing statements: _____

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT C-1
FEE SCHEDULE
CUSTOMER NAME:**

One Time Setup Fee: \$ 2000

RECURRING FEES:

Ramp up period* through which fee is waived:

Program Maintenance	\$ 200 /Month	No ramp up period
Comm Card Expense Reporting Tool	\$ 200 /Month	No ramp up period
Transaction Fee	\$ 1.60 /Transaction	No ramp up period
Card Issuance	\$ 40 /Account	No ramp up period

**The ramp up period will begin the month the program is in its final stage of implementation. For example, if a program with a 6 month ramp up period is implemented on any day in January, January is month one. The ramp up period will end June 30. The first charges will be for July, seen on the August Account Analysis statement.*

MISCELLANEOUS FEES (Applicable Only If Customer Elects and/or Uses This Service):

Cash Advance Fee	2%/\$2 minimum
Cross-Border Transactional Fee	1 % / Transaction
Card Artwork (Logo)	\$ 450
Custom Card Design†	\$ 1,000 per standard design set-up
WellsOne Virtual Card Payments	
<i>One Time Set-up</i>	\$ 250
Virtual Travel Account	
<i>Transaction Fee</i>	\$ 0.50/ transaction
Convenience Check:	
<i>Transaction Fee</i>	2%/\$2 minimum
<i>Program Maintenance</i>	\$ 250/Month
Custom Data Solutions:	
<i>Custom Report Set-up</i>	\$ 100/ Hour
<i>Custom File Mnthly Maint</i>	\$ 100/ Month
<i>Custom File Transmission</i>	\$ 5/ transmission
<i>WellsOne Expense Manager</i>	
<i>Custom Report Development</i>	The costs to build are variable based upon the customer's requirements and will be provided in advance of any work initiated.
Executive Card	
<i>Annual Fee</i>	\$250 / Year

- No miscellaneous fees are assessed until services are used
- For those customers who opt to use ACH reimbursement for out-of-pocket expenses, separate ACH fees will apply.
- For those customers who opt to use WellsOne Virtual Card Payments, Separate Payment Manager fees may apply.
- For those customers who opt to use the Commercial Card online reporting solution, accessed through the Commercial Electronic Office (CEO), separate CEO access charges may apply.

† Non-standard designs may be subject to additional costs and requirements, including design creation fees and minimum card order requirements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT C-2
REVENUE SHARE CALCULATION
CUSTOMER NAME:**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Revenue Share will be paid within forty-five (45) days following the end of each Program Year on Net Purchase Volume for such Program Year. For purposes of this Attachment C-2, “Program Year” shall mean the twelve month period beginning January 1 and ending December 31.

Standard Revenue Share Schedule

<u>Net Purchase Volume*</u>	<u>Revenue Share</u>
\$	to \$ 0 Basis points (bps)
\$	to \$ bps
\$	to \$ bps
\$	to \$ bps
\$	to \$ bps
\$	to \$ bps
\$	to \$ bps

Custom Interchange Revenue Share Schedule

<u>Net Purchase Volume* of Custom Interchange Transactions</u>	<u>Revenue Share</u>
\$ 1.00 and above	40 - basis points (bps)

Commencing on January 1, 2022, and annually thereafter (“Anniversary Date”), the Revenue Share amount to be paid to Customer (if any) shall be calculated and applied retroactively by multiplying the applicable Revenue Share bps times the Net Purchase Volume for the previous Program Year. No Revenue Share shall be owed for the previous Program Year if: (i) Customer terminates this Agreement prior to the Anniversary Date, or (ii) Wells Fargo terminates this Agreement for an Event of Default prior to the Anniversary Date. No Revenue Share shall be owed for the previous Program Year if the Customer’s average transaction size for such Program Year is less than \$.

* “Net Purchase Volume” shall mean total volume minus credits and cash advances (if applicable). Wells Fargo will segregate or exclude Custom Interchange Transactions as defined and described below and as qualified by Visa® or Mastercard®, as applicable. The term “Custom Interchange Transaction” as used herein shall mean (i) certain transactions subject to select large ticket transaction requirements, qualified and determined by Visa or Mastercard®, as applicable, in its sole and absolute discretion, (ii) transactions with merchants participating in promotional interchange programs offered by Visa® or Mastercard® (including the Visa Partner Program or the Mastercard Partner Program) that qualify for non-standard promotional interchange rates, and (iii) certain transactions utilizing third-party straight-through processing (STP) and automated payment submission solutions. Such Visa® or Mastercard®, as applicable, large ticket transaction qualification requirements for large ticket interchange shall include, but not be limited to, custom payment service qualification with Level II and Level III data included with the transaction. Notwithstanding anything to the contrary contained herein, Wells Fargo may, in its reasonable discretion, exclude any Custom Interchange Transaction for which the interchange rate is below a minimum threshold established by Wells Fargo for purposes of Revenue Share calculation.

The following terms and conditions shall apply under this Attachment: i) Customer must obtain an annual minimum Net Purchase Volume of \$ per Program Year, which may include Custom Interchange Transactions, to receive a Revenue Share payment under this Attachment, and ii) if such Custom Interchange Transactions are segregated, the Custom Interchange Revenue Share Schedule will apply to the Net Purchase Volume for such segregated transactions.

AUTHORIZATION TO DEBIT ACCOUNT OWNER ACCOUNT

This Authorization to Debit Account Owner Account (“**Authorization to Debit**”) is made and entered into effective as of the date last executed below, by and between _____, the owner of the below bank account (“**Account Owner**”), and Wells Fargo Bank, N.A. (“**Wells Fargo**”). In exchange for the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, and intending to be legally bound hereby, the Account Owner signatory hereto, and Wells Fargo hereby agree as follows:

1. **Incorporation and Effect.** This Authorization to Debit is hereby made a part of and incorporated into the WellsOne® Commercial Card Agreement by and between _____ (“**Customer**”) and Wells Fargo (as the same may have been amended, supplemented or restated from time to time, the “**Agreement**”) as though fully set forth therein. As supplemented by the terms and conditions set forth in this Authorization to Debit, the provisions of the Agreement shall remain in full force and effect, *provided* that, in the event of a conflict between any provision of this Authorization to Debit and any provision of the Agreement, the provision of this Authorization to Debit shall control.
2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.
3. **Account Owner Debit Authorization.** Account Owner hereby authorizes and directs Wells Fargo to pay the total of all amounts charged on the Card as a result of purchases, other transactions, fees, charges, costs and expenses by debiting Account Owner’s account(s) indicated below (the “**Account(s)**”) on the dates set forth in the Agreement. Wells Fargo may also debit the Account(s) at any time for the purpose of settling Card transactions and payoffs of any fees, charges, costs and expenses as stated in this Agreement or as otherwise agreed to and owed by Customer. Account Owner represents and warrants that Account Owner owns and has sole and exclusive authority over the Account(s), including the authority to grant the debit authorization under this Section Three (3), and that no third party, including any client or Customer or its affiliates, is required to consent to or otherwise authorize or approve Account Owner’s exercise of authority with respect to such Account(s), including the grant of such debit authorization. Account Owner may revoke this authorization and add a replacement Account Owner Account by notifying its Wells Fargo Relationship Manager or Payable Account Manager within a sufficient amount of time to allow Wells Fargo to make the change.

Account Owner Legal Name:

Bank:

Account Number:

Routing Number:

This account should be used for: (check all that apply)

- Billing Settlement – For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees
- Fees/Analysis Settlement – For other fees under this Agreement, as amended and supplemented from time to time (including other fees specified in Attachment C-1)
- Revenue Share Payout – Refer to Attachment C-2 for payout calculations

4. **Account Owner.** Unless Account Owner is also the Customer, or unless otherwise specified in the Agreement or an amendment thereto, Account Owner cannot issue, be issued, or otherwise have access to or use Cards or account numbers under the Card program.
5. **Due Diligence.** Account Owner agrees to provide any information as may be requested by Wells Fargo from time to time regarding the Account Owner to facilitate Wells Fargo’s compliance with any applicable laws and regulations, including, without limitation, the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury.
6. **Miscellaneous.** This Authorization to Debit together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Authorization to Debit shall be valid, binding, and enforceable against a party when executed by an authorized

individual on behalf of the party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act (ESIGN Act), state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. This document may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one document.

ACCOUNT OWNER:

Authorized Officer: _____

Signature: _____

Title: _____

Date: _____

Sample

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: F7

AGENDA SUBJECT: Consider Resolution No. 2023-47, awarding the bid and authorizing the City Manager to enter into a contract with Pioneer Construction Services, LLC for the Philippine Lift Station Improvements Project.

Department/Prepared By: Austin Bless, City Manager **Date Submitted:** Sept. 11, 2023

EXHIBITS: Resolution No. 2023-47
EX A – Engineers Recommendation and Bid Tab
EXB – Proposed Contract with Pioneer Construction Services, LLC

BUDGETARY IMPACT:	Required Expenditure:	\$ 1,314,055
	Amount Budgeted:	\$ 2,100,000
	Appropriation Required:	\$

CITY MANAGER APPROVAL: AB

BACKGROUND INFORMATION:

One of our capital improvement projects for this upcoming year is the lift station on Philippine Street that pumps our wastewater to the White Oak Bayou Wastewater Treatment plant. There are several reasons why this project is necessary.

- The current lift station has hit the end of its lifespan.
- The pumps and other equipment are old and worn out, and the station is prone to flooding.
- The lift station is not meeting current safety and environmental standards. The pumps and other equipment are not energy-efficient, and the station is not properly equipped to handle hazardous materials.
- The lift station is not able to keep up with the demands of the growing population.

A rehabilitation project for the Philippine Lift Station would address all of these issues. The project would replace the old pumps and equipment with new, energy-efficient equipment. It would also make the station more resistant to flooding and overflows. Additionally, the project would bring the station up to current safety and environmental standards.

A rehabilitation project for the Philippine Lift Station is a necessary investment in the future of our community. It will help to ensure that our sewage system is reliable, safe, and environmentally friendly.

Here are some of the specific benefits of rehabilitating the Philippine Lift Station:

- Improved reliability: The new pumps and equipment will be more reliable and less likely to fail. This will help to reduce the number of sewage overflows and flooding events.
- Reduced energy costs: The new equipment will be more energy-efficient, which will save money on energy costs.
- Improved safety: The new equipment will be safer to operate and maintain. This will reduce the risk of accidents and injuries.
- Improved environmental protection: The new equipment will be less polluting, which will help to protect the environment.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

The rehabilitation of the Philippine Lift Station is a worthwhile investment that will benefit our community for many years to come.

We recently went out to bid on this project. We only received one bid. While we would typically want to see more than one bid, the engineer for the project Bleyl Engineer, has done due diligence on the contractor and is recommending that the city award the bid. The contractor has done many similar projects, and Bleyl is familiar with their work.

They are recommending that we do the base bid with the extra times and the supplemental items. The total bid cost of the project is \$1,314,055. This is well below the engineers estimate of the project which was closer to \$2,100,000.

The full bid tab and letter of recommendation from the engineer is included with this item.

RECOMMENDED ACTION:

Motion: To approve Resolution No. 2023-47, awarding the bid and authorizing the City Manager to enter into a contract with Pioneer Construction Services, LLC for the Philippine Lift Station Improvements Project.

RESOLUTION NO. 2023-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PIONEER CONSTRUCTION SERVICES, LLC FOR THE PHILIPPINE LIFT STATION IMPROVEMENT PROJECT.

WHEREAS, the current Philippine lift station has reached the end of its expected life; and

WHEREAS, the improvement Project consists of a complete rehabilitation of the lift station, new pumps, and current technology; and

WHEREAS the City Council of the City of Jersey Village approved funds for the Project; and

WHEREAS, the City received a bid from Pioneer Construction Services LLC for construction in connection with the Project in the amount of \$1,314,055; and

WHEREAS, the Engineer, Bleyl Engineering, has reviewed the bid documents and recommends awarding the contract to Pioneer Construction Services, LLC; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1: The contract for construction in connection with the Philippine Lift Station Improvement Project shall be awarded to the responsive, qualified bidder, Pioneer Construction Services, LLC; and

Section 2: The City Manager is authorized to execute on behalf of the City of Jersey Village all necessary contract documents with Pioneer Construction Services, LLC in substantially the form as attached Exhibit "B".

PASSED AND APPROVED this the 18th day of September A.D., 2023.

Bobby Warren, Mayor

ATTEST:

Lorri Coody, City Secretary





BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

10515 Rodgers Rd.
Houston, TX 77070
Texas Reg. No. F-678
www.bleylengineering.com

September 8, 2023

The City of Jersey Village
16327 Lakeview Drive
Jersey Village, Texas 77040

ATTENTION: Austin Bless, City Manager
REFERENCE: RECOMMENDATION OF AWARD
Philippine Street Lift Station Improvements Project
Bleyl Job No. 2838-90800-102

Dear Austin Bless,

Bids for the referenced project were received online via CIVCAST on September 5, 2023 at 2:00pm. There was one (1) bid submitted for this project. A summary of the bid received is as follows:

Contractor

Pioneer Construction Services, LLC

<u>Base Bid w Cash Allowance</u>	<u>Extra Items</u>	<u>Supplemental Items</u>	<u>Total Bid Amount (All Items)</u>
\$1,200,750.00	\$26,800.00	\$86,505.00	\$1,314,055.00

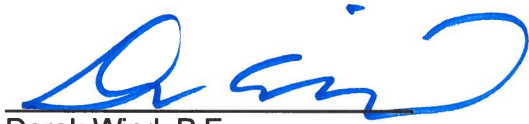
A detailed bid tabulation and Engineer's Opinion of Probable Construction Cost has been prepared and enclosed for your review. It should be noted that the Engineer's Opinion of Probable Construction Cost was completed before Addendum No. 2 and only includes the original Base Bid items. The additional items in the final bid include temporary fencing with a security gate, mobilization/ demobilization of the dewatering and by-pass pumping system, an odor control system, crane, and wet well repairs.

Our firm does have experience working with Pioneer Construction Services, LLC and requested that the contractor provide a list of references for our review. Several of the references were contacted and responses from the contacted references are noted on the enclosed Contractor Reference Forms. Pioneer Construction Services, LLC is an experienced contractor and has a history of completing similar projects on time and within budget. Based on the responses from the contacted references and our experience working with this contractor, we offer no objection to awarding the contract to Pioneer Construction Services, LLC in the amount of \$1,314,055.00 (Base plus Extra Item, Supplemental Item, and Cash Allowance).

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Should you have any questions, or require additional information, please contact me at dwind@bleylengineering.com, or by phone at 936.441.7833.

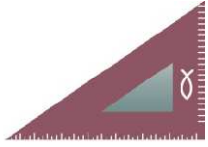
Sincerely,



Derek Wind, P.E.
Chief Operating Officer

Attachments: (Modified Bid Tabulation, Contractor Reference Forms)

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023



BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

Date: September 5, 2023
 Job No: 2838-90800-102
 OWNER: The City of Jersey Village

Firm No. 678

BID TABULATION

Philippine Street Lift Station Improvements Project

B. BASE UNIT PRICE TABLE:

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Bid No. 1		Bid No. 2	
				Unit Cost	Total Price	Unit Cost	Total Price
B.1	1	LS	General Terms and Conditions, Mobilization including Bonds and Insurance (not to exceed 10% of total base bid), completed in accordance with the specifications and as directed by the engineer.	\$120,000.00	\$120,000.00	\$85,000.00	\$85,000.00
B.2	1	LS	Storm Water Pollution Prevention Plan and permitting as required, including reinforced filter fabric fence, concrete washout, and a stabilized construction access completed in accordance with the plans, specifications, and as directed by the engineer.	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
B.3	1	LS	Install, maintain and remove temporary access drive and culvert, completed in accordance with the specification and as directed by the engineer.	\$27,000.00	\$27,000.00	\$30,000.00	\$30,000.00
B.4	1	LS	Install, maintain, and remove 6-ft tall galvanized chain link temporary fencing w/ 2-ft extension 3 strands barbed wire and 15-ft wide by 6-ft tall double swing gate w/ 2-ft extension 3 strands barbed wire, completed in accordance with the plans, specification, and as directed by the engineer.	\$5,000.00	\$5,000.00	\$0.00	\$0.00
B.5	1	LS	Provide and Install New Sanitary Sewer Manhole outside of lift station as shown on drawings, completed in accordance with the specification and as directed by the engineer.	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00

Exhibit A

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B.6	1	LS	Mobilization & Demobilization for the Dewatering System for Sanitary Sewer Manhole Installation, if required, completed in accordance with the specification and as directed by the engineer.	\$1,000.00	\$1,000.00	\$0.00	\$0.00
B.7	5	Day	Provide and Install Dewatering System for Sanitary Sewer Manhole Installation, if required, completed in accordance with the specification and as directed by the engineer.	\$1,500.00	\$7,500.00	\$2,500.00	\$12,500.00
B.8	1	LS	Mobilization & Demobilization of the required by-pass pumping system, including emergency power backup, autodialer and sound attenuation, completed in accordance with the specifications and as directed by the engineer.	\$20,000.00	\$20,000.00	\$0.00	\$0.00
B.9	60	Day	Rental, Operation & Maintenance and Removal of the required by-pass pumping system, including emergency power backup, autodialer and sound attenuation, completed in accordance with the specifications and as directed by the engineer.	\$1,000.00	\$60,000.00	\$2,500.00	\$150,000.00
B.10	1	LS	Liquid and Solids Removal and Disposal from lift station chambers, pressure wash all surface areas, complete in place and as directed by the engineer.	\$12,000.00	\$12,000.00	\$25,000.00	\$25,000.00
B.11	1	LS	Demolition as shown in the construction drawings, clean, seal and fill any openings from demolition work, completed in accordance with the specifications and as directed by the engineer.	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00
B.12	1	LS	Inspect Lift Station interior after demolition and provide written report on findings and recommendations.	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
B.13	1	LS	Structural Modifications to the existing dry-pit (proposed wet well) including modification to concrete top slab, reinforcing, materials, plugging of sump pump pit & existing pipe penetrations where indicated in the construction drawings, bottom grouting, water-stops, pump pedestals, and all required appurtenances, completed in accordance with the specifications and as directed by the engineer.	\$60,000.00	\$60,000.00	\$100,000.00	\$100,000.00
B.14	1	LS	Modifications to existing wet well including sealing of openings on concrete slab where indicated in the construction drawings, new pump hatch openings, saw-cutting 24" x 24" openings on existing wall, bottom structural fill and sloped floor improvements, and all required appurtenances, completed in accordance with the specifications and as directed by the engineer.	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00

Exhibit A

B.15	3	EA	Provide and Install New Flygt Submersible pump including guiderail, base elbow, pump pedestal, supports, lifting chains and all required appurtenances, completed in accordance with the specifications and as directed by the engineer.	\$31,000.00	\$93,000.00	\$100,000.00	\$300,000.00
B.16	3	EA	Provide and Install pump access hatch with safety grate, including all appurtenances, completed in accordance with the specifications and as directed by the engineer.	\$4,750.00	\$14,250.00	\$8,000.00	\$24,000.00
B.17	1	EA	Rework existing access hatch (proposed wet well), including concrete repair, retro fit with safety grate, all associated appurtenances, and all else required per construction drawings, completed in accordance with the specifications and as directed by the engineer.	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
B.18	1	LS	Risers and discharge piping including emergency by-pass connection, valves, pipe supports, thrust blocks, protective coatings and all required appurtenances, completed in accordance with the specifications and as directed by the engineer.	\$160,000.00	\$160,000.00	\$250,000.00	\$250,000.00
B.19	2	EA	12" vent pipe, including all appurtenances, completed in accordance with the specifications and as directed by the engineer.	\$8,000.00	\$16,000.00	\$10,000.00	\$20,000.00
B.20	1	LS	Connect discharge piping to existing force main, including all appurtenances, completed in accordance with the specifications and as directed by the engineer.	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
B.21	1	LS	Clean and coat existing dry-pit (proposed wet well), completed in accordance with the specifications and as directed by the engineer.	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00
B.22	1	LS	Clean and coat existing wet well, completed in accordance with the specifications and as directed by the engineer.	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00
B.23	1	LS	Electrical System Installation, Provide and install all work shown on plans and described in specifications including as follows: Demo existing control panel, & modify electrical service equipment. Provide and install new pump control panel, complete with programming by Hahn Equipment, electrical feeders and replace canopy, and provide all required appurtenances as shown on plans and as described in specifications for a complete operating system for a lump sum.	\$210,000.00	\$210,000.00	\$400,000.00	\$400,000.00
B.24	1	LS	Start-up and testing, completed in accordance with the specifications and as directed by the engineer.	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00
B.25	1	LS	Site cleanup and restoration, completed in accordance with the specifications and as directed by the engineer.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

Exhibit A

B.26	1	LS	Cash Allowance provided for items not included in the base bid, only to be used as approved by Engineer and Owner. If the Cash Allowance is not used, it will not be paid.	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BASE BID:							\$1,180,750.00

\$1,713,500.00

C. EXTRA ITEMS UNIT PRICE TABLE:

	Bid No. 1	Bid No. 2
Pioneer Construction Services, LLC	Pioneer Construction Services, LLC	Engineer's Opinion of Probable Construction Cost
9219 Katy Freeway, Suite 243		
Houston, Texas 77024		
281-508-1769		

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price	Unit Cost	Total Price
C.1	1	LS	Provide and Install ABELL-HOWE JIB CRANE, Complete In Place Including Foundation, Hoist and all related appurtenances.	\$15,300.00	\$15,300.00	\$0.00	\$0.00
C.2	1	LS	Furnish and Install Wager 2050-50 Odor Control System and provide all required appurtenances as described in specifications and as directed by Engineer, complete in place for a lump sum.	\$11,500.00	\$11,500.00	\$0.00	\$0.00

TOTAL EXTRA ITEMS UNIT PRICE TABLE:

\$26,800.00

\$0.00

Exhibit A

D. SUPPLEMENTAL BID ITEMS:

		Bid No. 1		Bid No. 2			
		Pioneer Construction Services, LLC		Engineer's Opinion of Probable Construction Cost			
		9219 Katy Freeway, Suite 243 Houston, Texas 77024					
		281-508-1769					
ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price	Unit Cost	Total Price
D.1	3000	SF	Repair up to 3,000 square foot of interior concrete surfaces in the wet well and apply 3" minimum of repair mortar with reinforcing replacement where required, completed in accordance with the specifications and as directed by the engineer.	\$24.25	\$72,750.00	\$0.00	\$0.00
D.2	1500	SF	Concrete repair mortar for interior of wet well up to an additional 1/2-inch (1/2") depth, completed in accordance with the specifications and as directed by the engineer.	\$9.17	\$13,755.00	\$0.00	\$0.00
				\$86,505.00		\$0.00	

Exhibit A

TOTAL SUPPLEMENTAL BID ITEMS:

E. CASH ALLOWANCE:

		Bid No. 1		Bid No. 2			
ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price	Unit Cost	Total Price
E.1	1	LS	Allowance for New Electrical Service and Permit Fees, as directed by the Engineer and approved by the City.	\$20,000.00	\$20,000.00	\$0.00	\$0.00
				\$20,000.00		\$0.00	

TOTAL CASH ALLOWANCE:

CONTRACTOR REFERENCE FORM

Date: September 7, 2024
Project: Jersey Village Philippine Street Lift Station Improvements
Contractor: Pioneer Construction Services, LLC

Reference Name: **Caitlyn Luhrs** Company: **Quiddity Engineer** Phone: **713-777-5337**
Reference Project: **Pine Village PUD Lift Station Improvements**

Please **circle** the number corresponding to the response which best indicates your opinion of the Contractor as it relates to each item.

	Excellent	Above Average	Average	Below Average	Poor	
Rate the Contractor's performance as a "team player".	10	9	8	7	6	5 4 3 2 1 N/A
Rate the quality of construction, the Contractor's supervision and project management.	10	9	8	7	6	5 4 3 2 1 N/A
Rate the Contractor's ability to achieve completion of the project on time.	10	9	8	7	6	5 4 3 2 1 N/A
Rate the Contractor's responsiveness to warranty work requests, and the quality of the warranty work.	10	9	8	7	6	5 4 3 2 1 N/A
Rate the Contractor's ability to expeditiously closeout projects.	10	9	8	7	6	5 4 3 2 1 N/A
Were any change orders unwarranted or contested?	No _____					
Would you want to work with this Contractor again?	Yes _____					

Comments:

Reached out on September 7th 2023 via phone call and email. Caitlyn responded via email. Her response is noted below.

"I have worked with Pioneer Construction many times in the past. They are easy to work with, follow the contract documents, and maintain communication throughout the project duration. They also come back out at the end of the warranty period for an inspection and address findings, if applicable.

We continue to award projects to Pioneer Construction."

CONTRACTOR REFERENCE FORM

Date: September 7, 2024

Project: Jersey Village Philippine Street Lift Station Improvements

Contractor: Pioneer Construction Services, LLC

Reference Name: **Jack Flores** Company: **A&S Engineers**

Phone: **713-942-2726**

Reference Project: **Porter MUD Lift Station B1 Upgrades**

Please **circle** the number corresponding to the response which best indicates your opinion of the Contractor as it relates to each item.

	Excellent	Above Average	Average	Below Average	Poor						
Rate the Contractor's performance as a "team player".	10	9	8	7	6	5	4	3	2	1	N/A
Rate the quality of construction, the Contractor's supervision and project management.	10	9	8	7	6	5	4	3	2	1	N/A
Rate the Contractor's ability to achieve completion of the project on time.	10	9	8	7	6	5	4	3	2	1	N/A
Rate the Contractor's responsiveness to warranty work requests, and the quality of the warranty work.	10	9	8	7	6	5	4	3	2	1	N/A
Rate the Contractor's ability to expeditiously closeout projects.	10	9	8	7	6	5	4	3	2	1	N/A
Were any change orders unwarranted or contested?	<u>No</u>										
Would you want to work with this Contractor again?	<u>Yes</u>										

Comments:

Reached out to Jack Flores September 7th 2023 via phone call and email. Jack responded via email and stated that Pioneer was pleasant to work with.

CONTRACTOR REFERENCE FORM

Date: September 7, 2024
 Project: Jersey Village Philippine Street Lift Station Improvements
 Contractor: Pioneer Construction Services, LLC
 Reference Name: **Aaron Orozco** Company: **BGE**
 Reference Project: **NWHCMUD5 Lift Station 1 and 2**

Phone:

Please **circle** the number corresponding to the response which best indicates your opinion of the Contractor as it relates to each item.

	Excellent	Above Average	Average	Below Average	Poor	
Rate the Contractor's performance as a "team player".	10	9	8	7	6	5 4 3 2 1 N/A
Rate the quality of construction, the Contractor's supervision and project management.	10	9	8	7	6	5 4 3 2 1 N/A
Rate the Contractor's ability to achieve completion of the project on time.	10	9	8	7	6	5 4 3 2 1 N/A
Rate the Contractor's responsiveness to warranty work requests, and the quality of the warranty work.	10	9	8	7	6	5 4 3 2 1 N/A
Rate the Contractor's ability to expeditiously closeout projects.	10	9	8	7	6	5 4 3 2 1 N/A
Were any change orders unwarranted or contested?	No _____					
Would you want to work with this Contractor again?	Yes _____					

Comments:

Reached out on September 7th 2023 via phone call and email. Aaron responded via email. His response is noted below.

"Pioneer was Great!"

SECTION 00 52 43

AGREEMENT FORM

THIS AGREEMENT is by and between The City of Jersey Village

and (Pioneer Construction Services, LLC

For Philippine Street Lift Station Improvements Project

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 - THE PROJECT

2.01 The Work may be the whole or only a part of the Project described in the Contract Documents.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Bleyl Engineering, 10515 Rodgers Road, Houston, Texas 77070, (ENGINEER), who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed by the CONTRACTOR within **one-hundred and eighty (180)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, subject to adjustments of Contract Time allowed in accordance with Article 11 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 10 business days after the date of Substantial Completion.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$200.00** for each day that expires after the time specified in Paragraph

4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$100.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work not included in 5.01B and 5.01C, below, a Stipulated Lump Sum of: \$ [N/A]

All Work is included in the above price and has been computed in accordance with paragraph 13.02 of the General Conditions.

- B. For all Base Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Item B: Base Unit Price Table of CONTRACTOR’s Bid attached hereto as an exhibit (Section 00 41 13, Bid Form).

As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03 of the General Conditions.

TOTAL OF ALL ESTIMATED PRICES	\$1,200,750.00
	((Numerals))

- C. For all additional Work, at the prices stated in CONTRACTOR’s Bid, attached hereto as an exhibit.

ITEM C	EXTRA UNIT PRICE TABLE	\$ 26,800.00
ITEM D	SUPPLEMENTAL BID ITEMS	\$ 86,505.00
ITEM E	CASH ALLOWANCE TABLE	\$

FOR A TOTAL BID PRICE (A, B, C, D, E)	\$ 1,314,055.00
--	------------------------

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of

CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 15.01.C.5 of the General Conditions and less 100 percent of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest in accordance with state and federal law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The CONTRACTOR shall verify all existing site conditions, and confirm points of connections to existing improvements, including confirmation of elevations and grades of existing facilities and utilities prior to starting any grading, paving or utility installation. Verification of locations and functions of each existing structure or system and all existing utility grades and invert elevations is the contractor's responsibility. Notify the engineer of any discrepancies immediately. Any conflicts or errors between existing field conditions and engineering plans must be resolved prior to starting excavation or setting any gravity sewer (storm or sanitary) and appurtenances. Contractor is responsible for completing Site Survey Certification Form 006293 in the bid package prior to start of construction.

K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. General Conditions and Supplementary Conditions

3. Specifications as listed in the table of contents of the Project Manual.
 4. Performance and Payment Bonds
 5. Drawings as shown on the List of Drawings
 6. Addenda
 7. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR's Bid
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award
 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Change Order(s)
 - c. Field Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. Prohibition on Boycotting Israel Verification

1. The CONTRACTOR, in conjunction with the execution of this contract and in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:

- A. Does not Boycott Israel; and
- B. Will not Boycott Israel during the term of the contract.

"Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes."

2. CONTRACTOR hereby acknowledges and agrees that this verification is a material term of the contract and the OWNER is expressly relying on this verification in agreeing to enter into the contract with CONTRACTOR.

3. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.**

B. Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure.

1. Pursuant to Chapter 2274, Texas Government Code, as amended, CONTRACTOR hereby represents and certifies that at the time of entering into the Agreement and during the term of the Agreement, neither CONTRACTOR, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of CONTRACTOR: (i) is owned by or the majority of stock or other ownership interest of the company (a) who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) is headquartered in China, Iran, North Korea, Russia, or a designated

country. For purposes of this verification, "designated country" in this paragraph has the meaning assigned to such term in Section 2274.0101, Texas Government Code, as amended.

CONTRACTOR acknowledges and agrees that the verifications stated above are a material term of, and material consideration for, the Agreement and that Business Associate is expressly relying on this verification in agreeing to enter the Agreement with CONTRACTOR.

C. Prohibition on Boycotting Energy Companies

1. As required by Section 2274.002, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR does not boycott any energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this verification, "boycott energy company" is defined in Section 809.001, Texas Government Code, as an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or does business with a company described above.

D. Prohibition on Discrimination of Firearm Entity or Firearm Trade Association

1. As required by Section 2274.002, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. For purposes of this verification, "discriminate against a firearm or firearm trade association" is defined in Section 2274.001, Texas Government Code, as refusing to engage in trade of any goods or services with an entity or association based solely on its status as a firearm entity or firearm trade association, refraining from continuing existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association, or terminating an existing business relationship with an entity or association based solely on its status as a firearm entity or firearm trade association.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

The City of Jersey Village

By: _____

By: _____

Title: City Manager

Title: _____

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

16327 Lakeview Dr
Jersey Village, TX 77040
Attn: Tim Nguyen

Bleyl Engineering

10515 Rodgers Road
Houston, Texas 77070
Attention: Mark W. Adam, P.E.

License No.: _____

(Where applicable)

Agent for service or
process: _____

(If CONTRACTOR is a corporation or a partnership, attach
evidence of authority to sign.)

END OF DOCUMENT

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: F8

AGENDA SUBJECT: Consider Resolution No. 2023-48, authorizing the City Manager to enter into a contract with Integrity Images for professional services related to professional photography and videography services.

Dept. Prepared By: Miesha Johnson, Community Development Manager

Date Submitted: September 12, 2023

EXHIBITS: Resolution No. 2023-48
Exhibit A – General Services Contract
Integrity Images Quote

BUDGETARY IMPACT:	Required Expenditure:	\$	11,405.00
	Amount Budgeted:	\$	11,405.00
	Appropriation Required:	\$	

BACKGROUND INFORMATION:

The City’s Comprehensive Plan 2020 update was approved by the City Council in February 2021. This plan and each of its subsequent progress reports has included the recommendation for the coordination of economic development activities including branding/marketing.

The Community Development Department aims to meet this objective by using current fiscal year budget savings to conduct a city-wide branding and marketing campaign utilizing the professional photography services of Integrity Images. As noted in the comprehensive plan, a branding and marketing program is seen as essential in promoting the community and making sure that Jersey Village is recognized as one of the premier first-tier suburbs of Houston. These images and videos will be used to promote the City’s economic development initiatives and marketing.

The city is also working towards a Texas Film Friendly Community Designation. As part of that we need to submit photographs of some of the areas in the city film makers could shoot.

This project will fit in our existing department budget for consultant services in the Community Development Department, Line 01-31-5515. This will not require any additional allocation of funds.

This item is to authorize the City Manager to sign a contract for professional photography and videography services with Integrity Images.

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2023-48, authorizing the City Manager to enter into a contract with Integrity Images for professional services related to professional photography and videography services.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

RESOLUTION NO. 2023-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH INTEGRITY IMGAGES FOR PHOTOGRAPHY AND VIDEOGRAPHY SERVICES

WHEREAS, the City Of Jersey Village Comprehensive Plan prioritizes marketing and branding efforts; and

WHEREAS, the City desires to further its marketing efforts by working towards the Texas Film Friendly Certified Community designation; and

WHEREAS the funding for the project exists within the Departmental funds that already exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1: The City Manager is authorized to execute on behalf of the City of Jersey Village all necessary contract documents with Integrity Images substantially in the form as attached hereto as Exhibit "A".

PASSED AND APPROVED this the **18th** day of **September** A.D., **2023**.

Bobby Warren, Mayor

ATTEST:

Lorri Coody, City Secretary



CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

GENERAL SERVICES CONTRACT

This General Services Contract (the “Contract”) is made by and between the City of Jersey Village, a State of Texas home rule municipal corporation (the “City”), and Integrity Images (the “Contractor”) (with each being a “Party”, and together, the “Parties”), and shall be in full force and effect on the date of execution by the authorized representatives of the Parties below (the “Effective Date”).

SECTION 1. Summary of the Services.

Description of Services:

Photography and Videography services as described in the proposal.

Effective Date: Upon the signature of both parties

Termination Date: Upon completion of the work

SECTION 2. Services and Payment.

Contractor will furnish the Services to the City in accordance with the terms and conditions specified in this Contract. The Contractor will bill the City for the Services provided at intervals of at least thirty (30) days, except for the final billing. The City shall pay the Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

SECTION 3. Termination for Convenience.

The City may terminate this Contract during at any time for the City’s own convenience, where the Contractor is not in default, by giving written notice to Contractor. If the City terminated this Contract under this paragraph, then the City will pay the Contractor for the portion of the Services rendered in accordance with this Contract up to the date of termination.

SECTION 4. Termination for Default.

Either Party may terminate this Contract as provided in this paragraph if the other Party is in default to any term of this Contract. The Party alleging the default will give the other Party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting Party must take to cure the default. If the Party in default fails to cure the default as specified in the notice within thirty (30) days, then the Party giving the notice of the default may terminate this Contract by written notice to the other Party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either Party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either Party.

SECTION 5. Multi-Year Contracts and Funding.

If this Contract extends beyond the City’s fiscal year in which it becomes effective, or provides for the City to make any payment during any of the City’s fiscal years following the City’s fiscal year in which this Contract becomes effective, and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, and there are no funds from the City’s sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first (1st) day of the City’s successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under this Contract.

SECTION 6. Liability and Indemnity.

TO THE EXTENT ALLOWED BY LAW, ANY PROVISION OF ANY ATTACHED DOCUMENT THAT IS MADE A PART OF THIS CONTRACT THAT LIMITS THE CONTRACTOR’S LIABILITY TO THE CITY OR RELEASES THE CONTRACTOR FROM LIABILITY TO THE CITY FOR ACTUAL OR COMPENSATORY DAMAGES, LOSS, OR COSTS ARISING FROM THE PERFORMANCE OF THIS CONTRACT, OR THAT PROVIDES FOR CONTRACTUAL INDEMNITY OF EITHER PARTY, IS NOT APPLICABLE OR EFFECTIVE UNDER THIS CONTRACT. EXCEPT WHERE ANY ATTACHED DOCUMENT THAT IS MADE A PART OF THIS CONTRACT PROVIDED BY THE CITY PROVIDES OTHERWISE, EACH PARTY IS RESPONSIBLE FOR DEFENDING AGAINST, AND LIABLE FOR, PAYING ANY CLAIM, SUIT, OR JUDGMENT FOR DAMAGES, LOSS, OR COSTS ARISING FROM THAT PARTY’S NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT IN ACCORDANCE WITH APPLICABLE LAW. THIS PROVISION DOES NOT AFFECT THE RIGHT OF EITHER PARTY WHO IS SUED BY A THIRD PARTY OF ACTS OR OMISSIONS ARISING FROM THIS CONTRACT TO BRING IN THE OTHER PARTY AS A THIRD-PARTY DEFENDANT AS ALLOWED BY LAW.

SECTION 7. Assignment.

The Contractor shall not assign this Contract without the prior written consent of the City.

SECTION 8. Law Governing and Venue.

This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in, or having jurisdiction in, Harris County, Texas.

SECTION 9. Entire Contract.

This Contract represents the entire Contract between the Parties and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by the Parties.

SECTION 10. Independent Contractor.

The Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or the Contractor’s officers or employees in the means, methods, or details of the Services The Parties agree that the work performed under this Contract is not inherently dangerous, that the Contractor will perform the work in a workmanlike manner, and that the Contractor will take proper care and precautions to insure the safety of the Contractor’s officers and employees.

SECTION 11. Dispute Resolution Procedures.

The Parties desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either Party disputes any matter relating to this Contract, then the Parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the Parties. The Parties will each pay one-half (½) of the mediator’s fees.

SECTION 12. Attorney’s Fees.

Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, then the City shall be entitled to seek an award of attorney’s fees or other costs relating to the suit.

SECTION 13. Severability.

If a court finds or rules that any part of this Contract is invalid or unlawful, then the remainder of this Contract continues to be binding on the Parties.

SECTION 14. Work Product.

Any work product generated as a result of this Contract shall be the property of the City.

SECTION 15. Compliance with SWMP.

The Contractor acknowledges that it is aware of the Storm Water Management Program (the “SWMP”) developed by the City in compliance with the Texas Pollutant Discharge Elimination System General Permit No. TXR040000 (the “General Permit) issued by the Texas Commission on Environmental Quality. For all maintenance and construction activities, such as but not limited to, mowing, painting, general upkeep, and other maintenance-related activities on City-owned facilities which include buildings, amenities, parks, golf courses, detention ponds, and City-owned and operated public infrastructure such as water distribution, treatment, wastewater collection, and storm sewer systems, the Contractor will comply with all SWMP requirements. The Contractor agrees to comply with all applicable stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures described in Part II, Section B.5.(b)(2)-(6) of the General Permit, a copy of which is on file with the City. These procedures include: i) informing or training appropriate employees in implementing pollution prevention and good housekeeping practices; ii) waste disposal removed in accordance with 30 TAC Chapters 330 and 335; iii) identifying pollutants of concern that could be discharged from operation and maintenance activities and, if needed, developing and implementing pollution prevention measures to reduce these potential pollutants; iv) performing visual inspection of pollution prevention measures, as applicable; and, v) maintaining structural controls during the Contractor’s work, as warranted.

SECTION 16. Disclosure of Interested Parties.

As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the Contract may be signed, or has a value of at least one million dollars (\$1,000,000), then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and

complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

SECTION 17. No Boycott of Israel.

As required by Chapter 2270, Texas Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section 16 applies only to contracts with a value of one hundred thousand dollars (\$100,000) or more that are to be paid wholly or partly from public funds of the City, between the City and any company with ten (10) or more full time employees. Furthermore, this Section 16 does not apply if the Contractor is a sole proprietorship

SECTION 18. No Business with Foreign Terrorist Organization.

Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or, (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned by Section 2252.151 of the Texas Government Code.

SECTION 19. Additional Contract Documents.

The following specified documents attached to this Contract are hereby made a part of this Contract. Any provision contained in any of the Contractor’s Additional Contract Documents specified below that conflicts with this Contract or the General Services Contract Rider (the “Rider”) is not applicable, and the terms of this Contract and the Rider shall govern.

A. Contractor’s Additional Contract Documents:

- Exhibit A - Proposal;

B. City’s Additional Contract Documents:

- General Services Contract Rider;

SIGNATURES

For: CITY

For: CONTRACTOR

Name [Signature]

Name [Signature]

Austin Bleess

Name [Printed]

Michael Reiland

Name [Printed]

City Manager _____
Title Date

CEO _____
Title Date

CITY OF JERSEY VILLAGE – GENERAL SERVICES CONTRACT RIDER

SECTION 1. Application.

This General Services Contract Rider applies to, is a part of, and takes precedence over any conflicting provision in or attachment to the Contract (the “Contract”) between the City of Jersey Village, Texas (the “City”) and Integrity Images (the “Vendor”) (with the City and the Vendor being the “Parties”, and each a “Party”), which is attached herein.

SECTION 2. Payment Provisions.

The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

SECTION 3. Multiyear Contracts.

If the City Council of the City (the “Council”) does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Contract becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first (1st) day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

SECTION 4. Liability and Indemnity.

Any provision of the Contract is void and unenforceable if it: (i) limits or releases either party from liability that would exist by law in the absence of the provision; (ii) creates liability for either Party that would not exist by law in the absence of the provision; or, (iii) waives or limits either Party’s rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

SECTION 5. Confidentiality.

Any provision in the Contract that attempts to prevent the City’s disclosure of information that is subject to public disclosure under Federal or Texas law, applicable regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

SECTION 6. Tax Exemption.

The City is not liable to the Vendor for any Federal, State, or local taxes for which the City is not liable by law, including State and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and Federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item.

SECTION 7. Contractual Limitations Period.

Any limitations period in the Contract that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

SECTION 8. Governing Law and Venue.

Texas law governs the Contract and any lawsuit on the Contract must be filed in a court that has jurisdiction in Harris County, Texas.

SECTION 9. Special Conditions.

A. As required by Section 2252.908, Texas Government Code, if the Contract requires an

action or vote by the Council before the Contract may be signed, or has a value of at least one million dollars (\$1,000,000), then the City may not enter into the Contract unless the Vendor submits a disclosure of interested parties to the City at the time the Vendor submits the signed Contract to the City. The Vendor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Vendor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required.

B. As required by Chapter 2270, Texas Government Code, the Vendor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the Contract. For purposes of this verification, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section 9B applies only to contracts with a value of one hundred thousand dollars (\$100,000) or more that are to be paid wholly or partly from public funds of the City, between the City and any company with ten (10) or more full time employees.

C. As required by Chapter 2252, Texas Government Code, the Vendor certifies that, at the time of execution of the Contract neither the Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or, (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

FOR THE CITY OF JERSEY VILLAGE:

FOR THE VENDOR:

Name [Signature]

Name [Signature]

Austin Bleess
Name [Printed]

Michael Reiland
Name [Printed]

Date

Date

Quotation

11210 Steeplecrest Drive, Suite 300
Houston, TX 77065
Tel: (713) 862-4919
www.integrityimages.net

Quotation Number: CJV0912-JD
Quotation Date: 9/12/2023
Customer Name: City of Jersey Village
Austin Bleess
ableess@jerseyvillagetx.com
713.466.2109

Description	Qty	Price
Video/Photo Sessions		
Estimating Up to 1 Hour at Each Location (11 Locations) Capture Photos and Videos to Use as B-Roll in a Video and Also Photos for Future Marketing Includes All of the Initial Edits of the Photos and Sky Replacements Where Needed	11 Locations	\$5,635.00 (+ Video Editing Below)
Add \$515 for Each Additional Shot Location if Needed Add \$35 for Advanced Photo Retouching - remove people, cars, change backgrounds, add logos, etc.		
Video Editing		
Blend All of the Best B-Roll Video Clips and Photos Together as the Professional Voiceover Narrates the Story. Compliment with Music Background, Title Slides and Logo Animation Includes for up to 5 Hours for Map Work if Needed Includes for up to 10 Stock Images if Needed We Will Send you Unlisted YouTube Links for Proofs and the Final High Resolution mp4 File via DropBox for an Easy Download	3 min video	\$5,770.00 (up to 37 hours editing)
Add Additional Sorter Videos After the 3 Minutes Version is Approved 1 Minute \$440 (includes up to 4 hours of editing) these take longer than the 2 minute because it's more difficult to narrow down the footage into a shorter video 2 Minute \$330 (includes up to 3 hours of editing) Add \$110 per Hour if Additional Editing is Needed		

Corporate Printing, Mailing & Full Bindery Services
Corporate Branding & Graphic Design
Website Design, Maintenance & SEO
Corporate Video Production
Corporate Photography

Our reputation:

1. Our responsiveness to requests and our customer service
2. Our keen attention to detail and our ability to catch errors before printing
3. Our fast turnaround for printing training manuals with high accuracy
4. The creativity found in our video, photography and corporate design projects



Michael F. Reiland, CEO/Producer
(713) 862-4919
mreiland@integrityimages.net

Quotation good for 30 days from estimate date. All jobs are subject to review upon receipt of materials. Prices are based on print-ready PDF files provided unless

otherwise noted. One set of proofs are included. Customer changes, corrections, additional proofs, plates, etc., if required, will be an additional cost.

Thank you for this opportunity to partner with you!

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST DISCUSSION FORM**

AGENDA DATE: September 18, 2023

AGENDA ITEM: G1

AGENDA SUBJECT: Consider Resolution No. 2023-49, appointing members to the Planning and Zoning Commission (P&Z) and the Capital Improvements Advisory Committee (CIAC), the Board of Adjustment (BOA), the Building Board of Adjustment and Appeals (BBOAA), the Parks and Recreation Advisory Committee (PRAC), the Golf Course Advisory Committee (GCAC), and the Village Center Local Government Corporation Board (VCLGC).

Department/Prepared By: Lorri Coody **Date Submitted:** August 30, 2023

EXHIBITS: Resolution No. 2023-49
Exhibit A - List of Members for Appointment
Current Membership Applications
Current Membership Attendance Rosters
New Applications

BACKGROUND INFORMATION:

Several member appointments on various Boards, Commissions, and Committees have expired and need reappointing.

Exhibit A to the Resolution outlines the status of each Board, Commission, or Committee. The Council can work from this Exhibit to review and make appoints for the upcoming term of office.

In addition to Exhibit A, included in the meeting packet are the current membership applications, the current membership attendance rosters, and any new applications received from those interested in appointment.

RECOMMENDED ACTION:

Appoint members for the terms outlined on the List of Members attached to the proposed resolution and approve Resolution No. 2023-49, appointing members to the Planning and Zoning Commission (P&Z) and the Capital Improvements Advisory Committee (CIAC), the Board of Adjustment (BOA), the Building Board of Adjustment and Appeals (BBOAA), the Parks and Recreation Advisory Committee (PRAC), the Golf Course Advisory Committee (GCAC), and the Village Center Local Government Corporation Board (VCLGC).

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

RESOLUTION NO. 2023-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPOINTING MEMBERS TO THE PLANNING AND ZONING COMMISSION (P&Z) AND THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE (CIAC), THE BOARD OF ADJUSTMENT (BOA), THE BUILDING BOARD OF ADJUSTMENT AND APPEALS (BBOAA), THE PARKS AND RECREATION ADVISORY COMMITTEE (PRAC), THE GOLF COURSE ADVISORY COMMITTEE (GCAC), AND THE VILLAGE CENTER LOCAL GOVERNMENT CORPORATION BOARD (VCLGC).

WHEREAS, the City Council of the City of Jersey Village regularly appoints members to volunteer boards, committees, and commissions; and

WHEREAS, various members are appointed for one-year and two-year terms; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

The following persons are appointed for two-year terms to various boards, commissions, and committees, as more fully described in the attached "Exhibit A."

PASSED AND APPROVED this the **18th** day of **September 2023**.

Bobby Warren, Mayor

ATTEST:

Lorri Coody, City Secretary



Exhibit A – List of Appointed Members for Terms Beginning October 1, 2023

The Planning and Zoning Commission and Capital Improvements Advisory Committee

Planning and Zoning Commissioners also serve on the Capital Improvements Advisory Committee. Accordingly, appointments made for Planning and Zoning Commission will also serve on the Capital Improvements Advisory Committee.

Currently, there are no vacant positions on the Planning and Zoning Commission; but the term of office for Positions 1, 2, 3, and 4 expire on September 30, 2023. The new term for these positions begins on October 1, 2023 and will end on September 30, 2025.

The following are new applications on file with the City Secretary from resident(s) interested in serving on this Commission. **Ben Melson, Deb Pfunder, Joe Pennington, Daniel Alvarado, Cinthia Kopinitz, and Drew S. Weaver**

The following is a list of members currently serving on this Commission along with an indication of their desire for reappointment.

	<u>POSITION</u>	<u>FIRST APPOINTED</u>	<u>CURRENT TERM ENDS</u>
COURTNEY STANDLEE – NO REAPPOINTMENT	1	05/18	09/30/23
ASHLEY BROWN – NO REAPPOINTMENT	2	05/22	09/30/23
CHARLES A BUTLER, III - YES	3	09/21	09/30/23
ERIC HENAO – YES	4	09/21	09/30/23

Current Board Members Courtney Standlee and Ashley Brown do not desire reappointment, making Place 1 and Place 2 vacant after September 30, 2023.

In consideration of any new applicants desiring appointment to this Commission and the desire of those seeking reappointment, Council approves the following appointments to the Planning and Zoning Commission and the Capital Improvements Advisory Committee for the term to begin October 1, 2023 and end September 30, 2025:

	<u>POSITION</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
	1	10/01/23	09/30/25
	2	10/01/23	09/30/25
	3	10/01/23	09/30/25
	4	10/01/23	09/30/25

The Board of Adjustment

Currently, there are no vacant positions on the Board of Adjustment, but the term of office for Positions 1, 2, 3, and A1 will expire on September 30, 2023. The new term for these positions begins on October 1, 2023 and will end on September 30, 2025.

The following are new application(s) on file with the City Secretary from resident(s) interested in serving on this Board. **Ben Melson**

The following members currently serving on the Board desire re-appointment:

	<u>POSITION</u>	<u>FIRST APPOINTED</u>	<u>CURRENT TERM ENDS</u>
NESTOR MENA - YES	1	04/19	09/30/21
JOE PENNINGTON - YES	2	09/15	09/30/21
THOMAS SIMCHAK - YES	3	04/09	09/30/21
JUDY TIDWELL - YES	A1	09/19	09/30/21

In consideration of any new applicants desiring appointment to this Board and the desire of those seeking reappointment, Council approves the following appointments to this Board for the term to begin October 1, 2023 and end September 30, 2025:

	<u>POSITION</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
	1	10/01/23	09/30/25
	2	10/01/23	09/30/25
	3	10/01/23	09/30/25
	A1	10/01/23	09/30/25

Building Board of Adjustment and Appeals

Currently, there are no vacant positions on the Building Board of Adjustment and Appeals. but the term of office for Positions 5, 6, and 7 will expire on September 30, 2021. The new term for these positions begins on October 1, 2021 and will end on September 30, 2023.

The following are new application(s) on file with the City Secretary from resident(s) interested in serving on this Board. **Ben Melson and Daniel Alvarado**

The following members currently serving on the Board desire re-appointment:

	<u>POSITION</u>	<u>FIRST APPOINTED</u>	<u>CURRENT TERM ENDS</u>
DEBORAH HART - YES	5	12/21	09/30/23
MICHAEL O’KELLEY - YES	6	3/96	09/30/23
GARY VOSSLER - YES	7	3/96	09/30/23

In consideration of any new applicants desiring appointment to this Board and the desire of those seeking re-appointment, Council approves the following appointments to this Board for the positions and terms listed:

	<u>POSITION</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
	5	10/01/23	09/30/25
	6	10/01/23	09/30/25
	7	10/01/23	09/30/25

Parks and Recreation Advisory Committee

Currently, positions A2, and A3 on the Recreation and Events Committee are vacant. The term of

office for Positions 1, 2, 3, 4, A1, A2, and A3 will expire on September 30, 2023. The new term for these positions begins on October 1, 2023 and will end on September 30, 2025.

Following are the new applications on file with the City Secretary from residents interested in serving on this Committee. **Ben Melson, Deb Pfunder, Jennie Kent, Molly Slaid, Karen Fitzgerald, and Daniel Alvarado**

The following members, currently serving on this Committee desire re-appointment:

	<u>POSITION</u>	<u>FIRST APPOINTED</u>	<u>CURRENT TERM ENDS</u>
EDWARD LOCK - YES	1	09/15	09/30/23
ROBYN TAYLOR - YES	2	06/19	09/30/23
HEATHER TUGGLE - YES	3	09/15	09/30/23
LYNDA SCHUBRING - YES	4	09/19	09/30/23
TOMMY HUEBNER - YES	A1	03/23	09/30/23
VACANT	A2		09/30/23
VACANT	A3		09/30/23

In consideration of any new applicants desiring appointment to this Committee and the desire of those seeking re-appointment, Council approves the following appointments and place assignments for this Committee for terms outlined below:

	<u>POSITION</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
	1	10/01/23	09/30/25
	2	10/01/23	09/30/25
	3	10/01/23	09/30/25
	4	10/01/23	09/30/25
	A1	10/01/23	09/30/25
	A2	10/01/23	09/30/25
	A3	10/01/23	09/30/25

Golf Course Advisory Committee

Currently, there are no vacant positions on the Golf Course Advisory Committee, but the term of office for Positions 1 through 4 will expire on September 30, 2023. The new term for these positions begins on October 1, 2023 and will end on September 30, 2025.

Following are the new applications on file with the City Secretary from residents interested in serving on this Committee. **Ben Melson, Deb Pfunder, Daniel Alvarado, and Cinthia Kopinitz**

In consideration of any new applicants desiring appointment to this Committee and the desire of those seeking re-appointment, Council approves the following appointments and place assignments for this Committee for terms outlined below:

	<u>POSITION</u>	<u>FIRST APPOINTED</u>	<u>CURRENT TERM ENDS</u>
EDDIE MARTINEZ – NO REAPPOINTMENT	1	09/21	09/30/23

GREG FAIR - YES	2	05/09	09/30/23
JANE ARNETT - YES	3	04/12	09/30/23
DAVID L. LOCK - YES	4	09/16	09/30/23

Current Board Member Eddie Martinez does not desire reappointment, making Place 1 vacant after September 30, 2023.

In consideration of any new applicants desiring appointment to this Committee and the desire of those seeking re-appointment, Council approves the following appointments to this Committee:

	<u>POSITION</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
	1	10/01/23	09/30/25
	2	10/01/23	09/30/25
	3	10/01/23	09/30/25
	4	10/01/23	09/30/25

Village Center Local Government Corporation (VCLGC)

On September 12, 2022, the VCLGC’s Articles of Incorporation and By-Laws were amended to replace the Board’s “Hotel and Hospitality Industry Development Representative” with an “At Large Director.”

The term of the “At Large Director” shall be determined by the Council. The At Large Director shall be a resident of the City. To date, this position has not been appointed by City Council.

It is Staff’s recommendation that the “At Large Director’s ” initial term of office be set at a two-year term beginning October 1, 2023, and ending September 30, 2025, making this appointment easy to track given it coincides with the other appointments for Boards and Commissions made by City Council.

Following are the new application(s) on file with the City Secretary from residents interested in serving on this Board. **Ben Melson**

In consideration of any new applicants desiring appointment to this Board, Council approves the following appointment to this Board:

	<u>POSITION</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
	At Large	10/01/23	09/30/25

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023 **AGENDA ITEM:** G2

AGENDA SUBJECT: Discuss and take appropriate action on the proposed Employee Housing Incentive Program that aims to assist our employees in finding suitable housing within the City of Jersey Village, Texas.

Department/Prepared By: Laura Capps/ Human Resources Manager

Date Submitted: September 18, 2023

EXHIBITS: Employee Housing Incentive Program

BACKGROUND INFORMATION:

During the 2023-2024 budget meetings, City Council requested that Staff look into creating a program to help employees establish roots in our City. After researching other municipalities that offer such a program, we found two cities. One program was offered by Chapel Hill Town, North Carolina and the other program was offered by Grand Rapids, Michigan. Our research did not lead to any responses from local municipalities.

Chapel Hill Town, North Carolina offered a program to employees with an area median income of 115% and below. Because we want to incentivize all income levels in Jersey Village, we decided to not include the median income criteria into our proposed program. It is important to note that based upon their program, affordability is the greatest barrier. The review of their program can be found at Chapel Hill Employee Homeowner Assistance Program Expands To Aid More Town Staff - Chapelboro.com.

Grand Rapids, Michigan’s program is offered to all employees; however, only two to three people out of 1,673 employees per year take advantage of the subsidies. Their average cost per home is a little more than \$100,000 lower than homes located in City of Jersey Village.

The City of Jersey Village has a Volunteer Firefighter Home Purchase Stipend that was previously implemented in 2007. The program gave first time home buyer volunteer firefighters \$3,000 for the first year and \$750 per year for any additional year for a maximum of \$9,000. We had one volunteer enroll that was eligible for the program based on the program requirements.

The Employee Housing Incentive Program, as contemplated by the City Council, seeks to support our valued employees in their quest for affordable housing within our community. Keeping within budget, we propose an incentive equivalent to 2% of the home purchase cost, which would help provide financial relief to eligible employees for down payments, closing costs etc. Given the average home price of \$404,500 within Jersey Village, we believe it is crucial to address this housing challenge. If we offered a maximum of 2%, that equals an estimated \$8,000 for the average housing price. However, the question arises whether \$8,000 is adequate enough to make a difference for an employee. Our proposed program is included with this item.

Because the current housing price average within the city limits is \$404,500, making a 2% incentive seem inadequate, Council may want to consider other options such as offering the incentive to those that take up residence within five (5) miles of the City or offering an incentive to those that rent within the city limits or within a five (5) mile area of the city.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

Staff is looking for guidance from Council for moving forward with this program. Is there a cap on the dollar amount, or a percentage of the purchase price that Council desires? Would Council be interested in offering incentives to live within a five (5) mile radius of the city rather than in the city limits?

RECOMMENDED ACTION:

MOTION: Provide guidance and direction on the Employee Housing Incentive Program.

H. MAYOR AND COUNCIL COMMENTS

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

I. RECESS THE REGULAR SESSION

Recess the Regular Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.087 Deliberation Regarding Economic Development Negotiations, Sections 551.072 – Deliberations about Real Property, 551.071 – Consultations with Attorney, and Section 551.074 – Personnel Matters.

J. EXECUTIVE SESSION

1. Pursuant to the Texas Open Meeting Act Section 551.087 Deliberation Regarding Economic Development Negotiations, Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney a closed meeting to deliberate information from a business prospect that the City seeks to locate in Jersey Village TIRZ Number 2 and economic development negotiations, including the possible purchase, exchange or value of real property, related thereto. *Austin Bleess, City Manager*
2. Pursuant to the Texas Open Meeting Act Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney, a closed meeting to deliberate the potential and possible purchase, exchange, sale, or value of real property, located within TIRZ 3. *Austin Bleess, City Manager*
1. Pursuant to the Texas Open Meetings Act Section 551.074 - Personnel Matters, conduct an Executive Session in order to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary. *City Council*
2. Pursuant to the Texas Open Meetings Act Section 551.074 - Personnel Matters, conduct an Executive Session in order to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager. *City Council*

K. ADJOURN EXECUTIVE SESSION AND RECONVENE REGULAR SESSION

Adjourn the Executive Session, stating the date and time the Executive Session ended and Reconvene the Regular Session.

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: L1

AGENDA SUBJECT: Consider Resolution 2023-50, authorizing the City Manager to finalize negotiations and enter into Purchase Agreements and related documents regarding the acquisition of certain real property located within the boundaries of Tax Increment Reinvestment Zone Number 3 (the “TIRZ”) as recommended by the Board of Directors of the TIRZ, to implement the Project Plans of the TIRZ.

Department/Prepared By: Austin Bleess, CM **Date Submitted:** August 30, 2023

EXHIBITS: Resolution No. 2023-50

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL: AB

BACKGROUND INFORMATION:

City Council has heretofore recessed into an Executive Session pursuant to Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney, to discuss the potential and possible purchase, exchange or value of real property, located within TIRZ 3.

This item is to take action on the possible purchase of land in the TIRZ 3.

RECOMMENDED ACTION:

RECOMMENDED MOTION:

To approve Resolution 2023-50, authorizing the City Manager to finalize negotiations and enter into Purchase Agreements and related documents regarding the acquisition of certain real property located within the boundaries of Tax Increment Reinvestment Zone Number 3 (the “TIRZ”) as recommended by the Board of Directors of the TIRZ, to implement the Project Plans of the TIRZ.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 18, 2023

AGENDA ITEM: L2

AGENDA SUBJECT: Consider setting the City Secretary’s compensation for budget year 2023-2024.

Dept./Prepared By: Lorri Coody, City Secretary **Date Submitted:** August 30, 2023

EXHIBITS:

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

After conducting the City Secretary’s Evaluation in Executive Session, this item is to set the City Secretary’s compensation for budget year 2023-2024.

Should City Council desire to increase the City Secretary’s compensation, a suggested motion is provided below.

RECOMMENDED ACTION:

MOTION: I move to set the City Secretary’s base salary compensation for budget year 2023-2024 at _____.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: September 12, 2022

AGENDA ITEM: L3

AGENDA SUBJECT: Consider setting the City Manager's compensation for budget year 2022-2023 and consider employment agreement amendments.

Dept./Prepared By: Lorri Coody, City Secretary **Date Submitted:** August 25, 2022

EXHIBITS:

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

After conducting the City Manager's Evaluation in Executive Session, this item is to set the percent by which the City Manager's salary shall be increased for budget year 2022-2023.

Should City Council desire to increase the City Manager's salary, a suggested motion is provided below.

RECOMMENDED ACTION:

MOTION: I move to increase the City Manager's base salary compensation for budget year 2022-2023 to _____ and approve the employment agreement amendments discussed in executive session.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON SEPTEMBER 18, 2023