

OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING Oxford Mayor and Council Regular Meeting Monday, June 6, 2022 - 7:00 PM **Oxford City Hall**

Meeting Recording Available at https://youtu.be/5Wo8Tp7r8bU

ELECTED OFFICIALS PRESENT:

David Eady - Mayor George Holt – Councilmember Jeff Wearing – Councilmember Laura McCanless – Councilmember Mike Ready – Councilmember Jim Windham – Councilmember Lynn Bohanan – Councilmember

Bill Andrew – City Manager Marcia Brooks - City Clerk/Treasurer Mark Anglin – Police Chief C. David Strickland - City Attorney

APPOINTED/STAFF PRESENT:

OTHERS PRESENT: Anderson Wright

1. Call to order: Hon. David S. Eady, Mayor

2. Pledge of Allegiance

3. Invocation

4. **Agenda Adoption** (Attachment A)

Motion to amend the agenda to add discussion of a proposed resolution - Jim Windham Second – Mike Ready

Approved unanimously 7/0

- 5. Consent Agenda (Attachment B)
 - a. Minutes of the Regular Session May 2, 2022

Motion to approve Consent Agenda - Jim Windham Second – Mike Ready Approved unanimously 7/0

6. Mayor's Announcements

- Mayor Eady announced that the police department is now fully staffed with the hiring of Anthony Menichini, effective this date.
- Laura McCanless asked Chief Anglin to provide some type of board so that they could put names with faces of the officers.

7. Citizen Concerns

Anderson Wright asked if there had been any complaints about the cemetery lately. He advised he has been getting compliments about the improvement in its appearance. Mayor Eady advised he has also been impressed with the appearance of the cemetery lately. No one mentioned that they have received any complaints.

8. Adding Remote Deposit Capture for United Bank Accounts (Attachment C) Motion to approve adding Remote Deposit Capture – Jeff Wearing

Marcia Brooks advised Mayor Eady that the request is actually to add additional banking services, one of which is Remote Deposit Capture. The request also includes adding ACH origination and remote wire transfer capability. The total additional cost per month is \$35.00 for a total of \$49.95 per month for all services including those the City presently has

Jeff Wearing amended his motion to include adding Remote Deposit Capture, ACH origination, and remote wire transfer capability for an additional \$35 per month. Second – Mike Ready

Approved unanimously (7/0)

9. Outsourcing Printing and Mailing of Utility Bills (Attachment D) Motion to table the issue pending further review – Jim Windham Second – George Holt

Mr. Windham expressed concern about outsourcing the billing process and losing control over it and spending \$100,000 on new software at the same time. He also has questions about the cost estimate. He also has issues with having to manually verify billings that have been compiled by the third-party vendor. He expects that our new system should be able to automatically update the billing information instead of having to verify their work manually.

George Holt expressed concerns about the accuracy of the cost estimates. He does not believe a company can do everything that is stated in the cost estimate for the price indicated. He also has a problem with being required to put up a two-month postage deposit.

At the conclusion of the discussion Mayor Eady called for a vote. The motion failed (5/2). Jim Windham and George Holt voted yay.

Motion to approve outsourcing and printing of utility bills to Enco – Laura McCanless

Second – Jeff Wearing

The motion carried (5/2). Jim Windham and George Holt voted nay.

10. Review of FY 2023 Budget and FY 2023 Budget Schedule (Attachment E)

A special called meeting will be held on June 22, 2022 to approve the budget prior to the work session. These meetings are being held on Wednesday of that week because the regular meeting day of Monday is a holiday, and Oxford is a voting precinct for the Primary runoff on the following day. Mayor Eady asked if there is any discussion needed regarding the budget. Chief Mark Anglin requested to speak about the Police Department budget. He advised that the licensing contract for the body cameras is not shown under the Police Department budget. Mayor Eady advised he believes it is included in Vehicle and Equipment Repairs and Maintenance.

Chief Anglin advised the way the budget is presented is confusing to him and that he would like for it to show what he is authorized to spend for each separate type of expense. For example, he would like to separate vehicle repairs and maintenance from equipment repairs and maintenance. He would also like to move subpoena fees and training funds payable to the Court section of the budget. He does not expect there to be a net increase in his request. He would just like to have his budget broken down so that it is more granular.

Mayor Eady asked Chief Anglin to work with Ms. Brooks and Bill Andrew to get the changes made.

11. Selection of July 4th Parade Grand Marshal

Motion to name Jerry Roseberry Grand Marshal for the July 4th Parade – George Holt Second – Mike Ready Approved unanimously (7/0)

Motion to recognize John Burson with a special honor in the July 4th Parade in recognition of his military service during World War II and his many contributions to the City of Oxford – Jim Windham Second – George Holt Approved unanimously (7/0)

12. Invoices (Attachment F)

No votes taken.

12a. Proposed Resolution Regarding Gun Violence

Jim Windham expressed his strong desire that the Oxford City Council make a statement about gun violence, particularly against children, with a resolution to be sent to the governor, lieutenant governor, the State legislature, and other state and federal officials. He would like for the resolution to call for rational restrictions on automatic weapons of war and high-capacity magazines. He is requesting that Mayor Eady appoint a committee to compose a resolution for presentation and adoption at the June 22, 2022, special called meeting.

George Holt and Jeff Wearing agreed to assist Mr. Windham with this task.

Chief Anglin suggested allocating some funds to provide education to citizens.

13. **Executive Session** None.

14. Adjourn 8:05 p.m.Motion – Jim WindhamSecond – George HoltApproved unanimously 7/0

Marcia Brales

Respectfully Submitted,

Marcia Brooks

City Clerk/Treasurer

Oxford Mayor and Council Regular Session Monday, June 6, 2022 – 7:00 P.M. Oxford City Hall Agenda

- 1. Call to Order, Mayor David S. Eady
- 2. Pledge of Allegiance
- 3. Invocation
- 4. Motion to accept the Agenda for the June 6, 2022 Mayor and Council Regular Meeting.
- 5. CONSENT AGENDA
 - a. *Minutes of the May 2, 2022 City Council Meeting
- 6. Mayor's Announcements
- 7. Citizen Concerns
- 8. *Adding Remote Deposit Capture for our United Bank Accounts
- 9. *Outsourcing Printing and Mailing of Utility Bills
- 10. *Review of FY 2023 Budget and FY 2023 Budget Schedule
- 11. Selection of July 4th Parade Grand Marshal
- 12. *Invoices Council will review the city's recently paid invoices over \$1,000
- 13. Executive Session
- 14. Adjourn

^{*}Attachments



DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING Oxford Mayor and Council Regular Meeting Monday, May 2, 2022 – 7:00 PM Oxford City Hall DRAFT

Meeting Recording Available at https://youtu.be/5Wo8Tp7r8bU

ELECTED OFFICIALS PRESENT:

David Eady – Mayor
George Holt – Councilmember
Jeff Wearing – Councilmember
Laura McCanless – Councilmember
Mike Ready – Councilmember
Jim Windham – Councilmember
Lynn Bohanan – Councilmember

APPOINTED/STAFF PRESENT:

Bill Andrew – City Manager Marcia Brooks – City Clerk/Treasurer Mark Anglin – Police Chief Jody Reid – Utilities Supervisor C. David Strickland – City Attorney

OTHERS PRESENT: Art Vinson, Laurie Vinson, Rev. Dr. Avis Williams

1. Call to order: Hon. David S. Eady, Mayor

2. Pledge of Allegiance

3. Invocation - Rev. Dr. Avis Williams

4. <u>Agenda Adoption</u> (Attachment A)

Motion to adopt agenda – Laura McCanless
Second – Jeff Wearing
Approved unanimously 7/0

- 5. **Consent Agenda** (Attachment B)
 - a. Minutes of the Regular Session April 4, 2022
 - b. Minutes of the Work Session April 18, 2022
 - c. Minutes of the Special Called Work Session April 25, 2022

Motion to approve Consent Agenda with amendment to April 18, 2022 minutes as stated by George Holt that the fact that there were multiple families involved with Asbury Street Park was not the reason the policy of not naming parks after people was enacted – Jim Windham

Second – Mike Ready Approved unanimously 7/0

6. Mayor's Announcements

- Mayor Eady announced that Doug Hicks, Dean of Oxford College, has been appointed the President of Davidson College, which is his alma mater.
- A Public Hearing will be held May 9th at 7:00 p.m. to discuss the Comprehensive Plan.
- A Public Hearing will be held May 16th at 6:00 p.m.to discuss the FY 2023 Operating and Capital Budgets.

7. Citizen Concerns

None.

8. FY 2022 Electric Line Tree Trimming (Attachment C)

Motion to authorize Mayor Eady to enter into a contract with Burford's Tree, LLC for \$45,000

Second - Laura McCanless

Approved unanimously (7/0)

9. Reclassification and Assigning Pay Rate for Current Administrative Positions (Attachment D)

Motion to approve - George Holt

Second – Laura McCanless

Approved unanimously (7/0)

10. Purchase of New Financial Software and Budget Amendment (Attachment E)

Motion to approve recommendation of BS&A's proposal and to pay the up-front costs from FY 2022 Capital funds with a budget amendment to be presented during the May work session/June regular session – Laura McCanless

Second – Lynn Bohanan

Approved unanimously (7/0)

11. Atkins Master Service Agreement (Attachment F)

Motion to authorize Mayor Eady to enter into Master Service Agreement with Atkins – Laura McCanless

Second – Lynn Bohanan

Approved unanimously (7/0)

Motion to start with \$250,000 from the FY 2022 Capital Budget to work on the Dried Indian Creek project – Laura McCanless

Second – Lynn Bohanan

Approved unanimously (7/0)

12. Review FY 2023 Budget (Attachment G)

No votes taken.

13. **Invoices** (Attachment H)

No votes taken.

- 13. **Executive Session** None.
- 13. <u>Adjourn</u> 8:18 p.m. Motion – Jim Windham Second – Jeff Wearing Approved unanimously 7/0

Respectfully Submitted,

Marcia Brooks City Clerk/Treasurer

Marcia Brooks

From: Katia Barrios <kbarrios@unitedbank.net>

Sent: Monday, April 11, 2022 3:00 PM

To: Marcia Brooks

Subject: Cash Management Services

Good Afternoon,

Below is a list of the services we offer with a description and price. Currently City of Oxford is set up for viewing only that came with a price of \$14.95 a month. Your new fees would be \$49.95 per month based on what is below.

Cash Management Services that would raise the \$14.95 fee to \$24.95.

- <u>Wire Transfers</u>: Domestic and International wire service that allows for you to initiate wire payments remotely for a discount price of \$15.00 per domestic wire and \$45 for international. Domestic wire transfers need to be initiated by 4 pm EST for same-day credit while International wires need to be initiated by 2:00 pm. I believe this service specifically could benefit you. With this service you would be paying the \$24.95 a month and only \$15.00 per wire.
- <u>ACH Origination</u>: Allows for manual entry or NACHA file uploads for origination. This can be used for drafting accounts and/or sending payroll.

Cash Management Services that could be added to the access at NO extra cost.

- <u>Positive Pay Reconciliation</u>: A free check fraud verification service to validate all incoming checks before they process and post to your account. Incoming checks are compared against the electronic check register uploaded through your Cash Management access. If the check doesn't match the electronic register, we hold the check until you're able to verify and confirm its validity.
- ACH Positive Pay Reconciliation: A free service to protect your account from unauthorized ACH transactions. We set up an ACH filter with your list of approved companies so that originators cannot post unauthorized drafts against your accounts. If an incoming ACH does not match the list you've established, the draft is rejected until you're able to verify.

Remote Deposit Processing: A separate \$25.00 monthly fee would be added to the current \$14.95 fee.

• Integrates through our Cash Management product and allows for check deposits to be scanned from your office location using a Remote Deposit scanning machine for same day credit to your account. We offer two options in terms of remote deposit scanners and the service cost carries a flat \$25 a month fee. No per item charges would be applied. Our single feed scanner would be ideal for 10 checks or less a day and carries a onetime cost of \$375. Our automatic multi feed scanners allow for heavy check processing and carry a onetime cost of \$700.

Let me know if you have any questions!

Thank you,

Please feel free to reach out to the Business Services Team via our email que <u>bizbanking@unitedbank.net</u> or 770-567-2555 for future concerns or questions.

Katia Roque Barrios

Business Services Specialist II

770-567-2555
kbarrios@unitedbank.net
420 Griffin Street
Zebulon Ga 30295
UnitedBank

UNITED BANK REMOTE DEPOSIT CAPTURE AGREEMENT

This Remote Deposit Capture Agreement is made and entered into on the day of ________,2022_ between City of Oxford ("Customer") with its principal place of business at 110 W Clark Street Oxford, GA 30054-2274 and United Bank ("Bank") with its principal place of business at Zebulon, Georgia. This Agreement governs Customer's use of Bank's Remote Deposit Capture Service (the "Remote Deposit Service"). Bank offers the Remote Deposit Service under this Agreement only in association with one or more deposit accounts maintained by Customer at Bank. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (whether now or in the future) that govern any account maintained by Customer at Bank (whether now or in the future) or any other Bank services utilized by Customer (whether now or in the future).

Terms and Conditions

- 1. General Description of Remote Deposit Service. Subject to the terms, provisions and conditions of this Agreement, Bank shall provide the Remote Deposit Service to Customer, which allows Customer to make deposits to Customer's deposit accounts listed in Attachment "A" attached hereto and made a part hereof (each such deposit account an "Account" and, collectively, the "Accounts") from Customer's office by scanning checks on a desktop scanner and delivering the images and information required hereby to Bank or Bank's designated processor (a "Processor"). The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "Image" and, if more than one, "Images") in accordance with the Procedures (as herein defined), must read and capture the magnetic ink character recognition ("MICR") line on each check and must read and capture all such other data and information as is required by this Agreement. After capture of the Images, the MICR line on each check and all other required data and information from each check, Customer will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and other required information (each such file a "File" and, if more than one, "Files") to Bank or Processor via the Internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, Bank will provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of Bank's then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "Deposit Agreement") and this Agreement. Customer acknowledges and agrees that Bank may discontinue, and/or change the terms of the Remote Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to Customer or any third party. Customer hereby agrees that Bank shall be the exclusive provider of the Service provided in accordance with this Service Schedule and that Customer will not use the same or similar services of any other party.
- 2. Hardware and Software. Customer understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the Remote Deposit Service and that fulfills Customer's obligation to obtain and maintain secure access to the Internet. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Remote Deposit Service, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Remote Deposit Service. If scanner is purchased, Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment used in connection with the Remote Deposit Service and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Customer or third-party employees. Bank is not responsible for, and

Customer hereby releases Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank hereby advises Customer, and Customer hereby agrees, to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Remote Deposit Service, Customer shall only use the hardware described in Attachment "B" attached hereto and made a part hereof (as the same may be amended or supplement, the "Hardware List") or such other hardware as is approved in advance by Bank and shall only use such software as is approved in advance by Bank.

All right, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "Software"), (b) the Remote Deposit Procedure Manual (defined herein below) and (c) any and all users guides, instructions and other documentation provided to, or used by, Customer in connection with the Remote Deposit Service (everything in this clause (c) together with the Remote Deposit Procedure Manual, collectively, the "Documentation") shall be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Customer may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

Checks Deposited and Security Interest. Customer hereby agrees that it will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). Customer agrees that the image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). Customer further agrees that it will not remotely deposit any check or other item that: (a) are payable to any person or entity other than Customer, (b) are drawn, or otherwise issued, by Customer or any affiliate of Customer on any account of Customer or of such affiliate, (c) are prohibited by Bank's then current procedures pertaining to the Remote Deposit Service (the "Procedures") or are in violation of any law, rule or regulation, (d) Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (g) is a Remotely Created Check, or (h) which are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (h) each a "Prohibited Check" and, collectively, "Prohibited Checks").

Customer grants Bank a security interest in all Accounts or other deposits (whether general or special) of Customer's at the Bank, and in all funds in such Accounts or other deposits, to secure Customer's obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

Customer may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Bank. Customer acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of Customer's obligations under this Agreement. Customer grants the Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by Customer under this Agreement without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of customer's obligations under this Agreement have been fully offset.

4. Scanning of Checks and Transmission of Files. Customer shall properly use all software and hardware required by this Agreement or otherwise required for, or related to, the use of the Remote Deposit Service. Customer shall (a) endorse each Check to be deposited in accordance with the Procedures, (b) scan the front and

back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and all batched ACH data and other information to Bank or its Processor in accordance with the Procedures, a copy of which Procedures have either heretofore been, or are herewith, provided to Customer by Bank, and Customer acknowledges receipt thereof. Bank reserves the right to amend the Procedures, with or without prior notice to Customer. Bank may also provide Customer with, or require Customer to establish, a User ID, a personal identification number ("PIN") and/or passwords and other procedures (collectively, "Security Procedures") to access the Remote Deposit Service. The specific Security Procedures will be described in the Procedures. Customer agrees to, at all times, (a) comply with the Procedures, (b) safeguard the confidentiality and security of the Procedures, Security Procedures and all other proprietary property or information Bank provides to Customer in connection with the Remote Deposit Service and (c) notify Bank immediately if Customer has any reason to believe the security or confidentiality required by this provision has been or may be breached. Customer acknowledges, understands and agrees the Security Procedures are not designed for the detection of errors. Bank is not, and will not be obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

To ensure accuracy, Customer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the Procedures. Customer may send multiple Files to Bank or Processor throughout the day, not to exceed the number of Files specified in Attachment A. The total dollar value of the Files sent by Customer to Bank on any day shall not exceed the dollar amount specified in Attachment A (the "Deposit Limit"). If the total dollar value of the Files sent by Customer to Bank on any day exceeds the Deposit Limit, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and process the File. Customer agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by Bank no later than the cut-off time specified in Attachment A (the "Cut-Off Time"). A File is considered received by Bank when a complete copy of such File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank's records shall be determinative. A File which is not balanced in accordance with the Procedures or which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

- 5. Maintenance and Destruction of Original Check. Customer shall securely store all original Checks for a period of sixty (60) days after Customer has received notice from Bank that the File containing the images of such Checks has been accepted (such period the "Retention Period"). During the Retention Period, Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Customer shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Customer. Customer shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Customer will use commercially reasonable methods of destruction approved by Bank to destroy original Checks after expiration of the Retention Period. Customer will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.
- 6. Image and MICR Quality. Each File transmitted by Customer to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Customer. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:
 - (a) the amount of the Check;

- (b) the payee of the Check;
- (c) the signature of the drawer of the Check;
- (d) the date of the Check;
- (e) the Check number;
- (f) the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
- (g) all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any indorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association. Customer shall also capture and transmit to Bank the full-field MICR encoding on each Check. In accordance with the Procedures, Customer shall ensure that the following information is captured from the MICR line of each Check:

- (a) the American Bankers Association routing transit number ("RTN");
- (b) the number of the account on which the Check is drawn;
- (c) when encoded, the amount of the Check; and
- (d) When encoded, the serial number and the process control field of the Check.
- Receipt of File. Customer agrees that Customer shall be solely liable for, and Bank shall not have any liability whatsoever to Customer for, any File or the Images or other information contained therein that are not received by Bank or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Customer. Bank has no obligation to notify Customer of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Customer for the rejection of a File or the Images or other information contained therein or for the failure to notify Customer of such rejection. Upon receipt of a File submitted by Customer, Bank may examine such File and the Images and other information contained therein to ensure that Customer has complied with this Agreement and followed the Procedures. If Bank determines that Customer has not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a "Corrected File"). As a form of correction, Bank may credit Customer's Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Customer has complied with this Agreement and processed and transmitted the File in accordance herewith and with the Procedures, the File is balanced and the Images meet the requirements of Section 6 of this Agreement, then Bank shall accept the File (an "Accepted File") for deposit to Customer's Account. Upon acceptance of the File, Bank shall electronically notify Customer of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Customer's Account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank.
- **8.** Provisional Credit and Availability of Funds. Upon acceptance of the File, Bank shall grant Customer's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to Customer's Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure.

- 9. Laws, Rules and Regulations. Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.
- 10. Collection of Checks. Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.
- 11. Contingency Plan. Customer agrees that, in the event Customer is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will transport the originals of all Checks to the closest office of Bank and deposit original Checks with Bank until such time that the outage, interruption or failure is identified and resolved. Customer hereby acknowledges and agrees that Bank shall not be liable to Customer for any loss or damage of any nature sustained by Customer as the result of the inability of Customer to use the Service. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement. Notwithstanding the foregoing, and to the extent applicable, Section 12 of this Agreement dealing with warranties shall apply to the deposit of original Checks.
- **12.** Warranties. Customer represents, warrants and covenants the following to Bank:
 - (a) Checks Deposited. Customer shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
 - (b) Image Quality. Each Image transmitted by Customer to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
 - (c) Accuracy of Information. All data and other information submitted by Customer to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Agreement;
 - (d) Business Purpose Only. Customer is not a consumer, and the Remote Deposit Service shall be used for business purposes only;
 - (e) No Duplicates. Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);

- (f) No Loss. No Subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- (g) Information. All information provided by Customer to Bank is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Customer. Customer is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Customer to Bank;
- (h) Authority and Legality. (i) Customer is authorized to enter into, and perform its obligations under, this Agreement; (ii) the person signing this Agreement on behalf of Customer is duly authorized to execute this Agreement; (iii) this Agreement is valid and enforceable against Customer in accordance with its terms; and (iv) the entry into, and performance of, this Agreement by Customer will not violate any law, or conflict with any other agreement, to which Customer is subject;
- (i) No Litigation. There is no action, suit or proceeding pending or, to Customer's knowledge, threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations.
- (j) Transactions. All Checks and business transactions of Customer are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- (k) Rule Compliance. Customer conducts its business, and submits Checks and Files in compliance with this Agreement, the Procedures, applicable law and the Rules.
- (I) Computer Virus. No Files or Checks contain any computer viruses or other harmful, intrusive or invasive codes.

13. Returned Checks.

- (a) Chargeback of Returned Checks. If Images of Checks deposited by Customer are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, Customer understands and agrees that, since Customer either maintains the original Check or has destroyed the original Check in accordance with Section 5 of this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to Customer's Account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Customer.
- (b) Special Instructions. Customer may request that Bank re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by Customer to Bank (the "Special Instructions"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of this Agreement. Bank shall not be bound by such Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to Customer Account to which the Checks were deposited. In the event that Customer has requested that returned Images of Checks be re-presented, in no event will Bank re-present an Image of a Check in excess of the limit established or permitted for the

number of times that a Check entry may be re-presented by the Rules. Customer may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by Bank. Customer hereby agrees to pay Bank the fees for processing returned Checks and Special Instructions contained in Bank's then current schedule of fees for such services.

14. Fees and Charges. So long as this Agreement remains in effect, Customer agrees to pay to Bank the normal deposit account service charges established from time to time by Bank and, in addition thereto, the fees and charges set forth in the Fee Schedule attached to this Agreement as Attachment C or provided from time to time hereafter to Customer, and all such other fees and charges as may be agreed upon from time to time by Customer and Bank.

Customer authorizes Bank to deduct any charges for the Remote Deposit Service from any Account, even if such deduction causes an overdraft in the Account. Should Customer fail or refuse to pay any charges under this Agreement, Customer agrees to pay all collection costs (including reasonable attorney's fees) which may be incurred by Bank. Bank shall have the right to increase or decrease charges imposed for the Remote Deposit Service and will notify Customer of the changes, to the extent required by law. Customer's use of the Remote Deposit Service after changes have been made shall constitute Customer's agreement to the same.

In addition to the Remote Deposit Service fees, Customer agrees to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Remote Deposit Service, this Agreement, and/or the software or equipment made available to Customer (excluding any income tax payable by Bank). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

- 15. Amendments. Bank may amend the terms of this Agreement at any time, in its sole discretion, by giving notice to Customer. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Customer's continued use of the Remote Deposit Service shall constitute Customer's agreement to such amendments. No amendments requested by Customer shall be effective unless received, and agreed to in writing, by Bank.
- 16. Confirmation: Account Reconciliation. Bank will provide notice of receipt of deposits to Customer's Account on the periodic statement for such Account. Customer is responsible for detecting and reporting to Bank any discrepancy between Customer's records and the records Bank provides to Customer. If Customer does not detect and notify Bank of such a discrepancy within 30 days of Customer's receipt of any terminal printout, mailed report or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and Customer shall be precluded from asserting such error or discrepancy against Bank.
- 17. Update Notice. Customer shall provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Bank within 5 business days of the change. Customer shall provide any additional information requested by Bank within 5 days of such request. Bank retains the right to: (i) review Customer's Checks, Files and business activities from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement and (ii) re-price or terminate the Remote Deposit Service based on changes to information previously provided to Bank by Customer.
- **18.** Bank's Duties. Bank's duties and responsibilities are limited to those described in this Agreement, the Deposit Agreement and any other agreements governing the Accounts. Bank will use commercially reasonable care in performing its responsibilities under this Agreement.

- 19. Bank's Responsibilities. Customer agrees to monitor its account balances and charges, to promptly notify Bank if any Report conflicts with Customer's records, and to refrain from acting on information it has reason to believe is erroneous. In all instances, Bank's and, if the services of a third party provider are utilized in the provision of the Remote Deposit Service, such third party's sole liability to Customer shall be limited to the correction of any errors made. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Customer and Bank or Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.
- 20. Internet Disclaimer. Bank does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Bank's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Customer's or Bank's ability or inability to connect to the Internet.
- 21. Indemnification and Liability; Third Party Claims. Customer hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "Indemnified Party" and, collectively, the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Customer's (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (vi) deposit of a prohibited check; (b) Bank's (i) provision of the Remote Deposit Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (c) Customer's breach of any of Customer's warranties, representations and/or obligations under this Agreement or any other agreement between Customer and Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Agreement. and/or (d) Customer's breach or violation of any Rules; provided, however, Customer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

22. Limit of Liability.

(a) ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND BANK'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) CUSTOMER'S ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY CUSTOMER TO BANK FOR THE REMOTE DEPOSIT SERVICE FOR THE PERIOD OF SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL BANK OR ANY PROVIDER BE

RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY CUSTOMER OF THE REMOTE DEPOSIT SERVICE OR ANY SERVICE OR THE FAILURE OF BANK OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF BANK OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

- (b) CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE REMOTE DEPOSIT SERVICE SHALL BE AT CUSTOMER'S SOLE RISK, AND THAT THE REMOTE DEPOSIT SERVICE IS PROVIDED BY BANK ON AN "AS IS" BASIS.
- (c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO CUSTOMER OR TO ANY OTHER PERSON, AS TO THE REMOTE DEPOSIT SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND BANK HEREBY DISCLAIMS ANY AND ALL OF THE SAME. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE REMOTE DEPOSIT SERVICE TO BE PERFORMED PURSUANT HERETO.
- (d) TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH BANK'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BANK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE.
- (e) BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO CUSTOMER OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE REMOTE DEPOSIT SERVICE, INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, CUSTOMER'S SOFTWARE, OR CUSTOMER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT CUSTOMER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (f) BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK, FROM BANK TO CUSTOMER, FROM CUSTOMER TO ANY PROCESSOR, FROM ANY PROCESSOR TO BANK, OR OTHERWISE. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE. Bank is not responsible for, and Customer hereby releases Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet.
- 23. Third Parties; Maintenance.

- (a) Remote Deposit Service from Others. Customer may be using special equipment, services or software provided by a third party to assist it in processing Checks and Files hereunder (each a "Third Party" and, if more than one, "Third Parties"). Customer (i) agrees that any Third Party is acting as Customer's agent in the delivery of Checks and Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Customer shall provide at least 10 days advance written notice to Bank in the event it uses any such Third Party. Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Bank shall not have any responsibility for any Check or File handled by a Third Party until that point in time when Bank accepts and approves a Check or File from such Third Party for processing.
- (b) Equipment Maintenance. Customer shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, it's electrical services, and telephone system, including computer equipment, Internet connectivity, scanning terminals (unless contracted with Bank) and any other equipment or items necessary to receive the Remote Deposit Service. Bank shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to do so.
- 24. Use of Trademarks. Customer may not use Bank's name or trademarks without the express written consent of Bank. If Customer is permitted to use any of Bank's name, trademarks or promotional materials, Customer will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of Customer's goods or services.
- 25. Financial Information and Audit. Bank may from time to time request information from Customer in order to evaluate a continuation of the Remote Deposit Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Remote Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with this Agreement and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at the Customer location related to information technology, the Remote Deposit Service and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Remote Deposit Service according to the provisions hereof.
- 26. Confidential Information and Proprietary Right in Data. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by Customer and Customer's Customers in connection with this Agreement is confidential. Except as allowed by applicable law, Bank shall not disclose or permit access to any such information by any person, firm or corporation. Bank shall cause its officers, employees and agents to take such action as shall be reasonably necessary to preserve and protect the confidentiality of such information, by disclosing such information only to persons needing to have access thereto for the performance of the Bank's obligations under this Agreement or to any other party to which Bank may be required by law to report

such information. Should Customer at any time receive or acquire any information relating to another customer of Bank, Customer shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for its own benefit or otherwise. Bank's and Customer's obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, is or becomes generally available to the public other than by breach of this Agreement or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Remote Deposit Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation and/or a State regulatory agency, and Customer agrees to the release by Bank of Customer's reports, information, assurances and other data and information as may be required under applicable laws and regulations. Customer agrees that any specifications or programs developed by Bank in connection with this Agreement, or supplied or made available to Customer by Bank, are the exclusive property of Bank, its agents, suppliers or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

- 27. Arbitration and Waiver of Jury Trial. Customer and Bank agree that the transactions contemplated in this Agreement involve "commerce" under the Federal Arbitration Act ("FAA"). EVERY CONTROVERSY OR CLAIM BETWEEN CUSTOMER AND ANY INDEMNIFIED PARTY ARISING OUT OF, OR IS IN ANY WAY RELATED TO OR RESULTING FROM, THIS AGREEMENT, THE REMOTE DEPOSIT SERVICE OR ANY OTHER SERVICES PROVIDED BY BANK, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT, WILL BE RESOLVED BY BINDING ARBITRATION UNDER THE FAA. The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) CUSTOMER WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) CUSTOMER WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) CUSTOMER WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES, WHETHER OF CIVIL PROCEDURE OR OTHERWISE; AND (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. THIS ARBITRATION PROVISION IS SUPPLEMENTAL TO, AND NOT IN LIEU OF, ANY OTHER ALTERNATIVE DISPUTE RESOLUTION PROVISION, AND, IN THE EVENT OF A CONFLICT BETWEEN THIS PROVISION AND ANY OTHER SUCH ALTERNATIVE DISPUTE RESOLUTION PROVISION, THE TERMS OF THIS PROVISION SHALL CONTROL. This agreement to arbitrate disputes will survive the closing of Customer's Accounts and the termination this Agreement.
- 28. Attorneys' Fees. In the event of any arbitration or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.
- **29.** Successors. This Agreement and all the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- **30.** Assignment. No right or interest hereby conferred shall be assignable without the prior written consent of the other party, and any assignment made without such consent shall be null and void; provided, however that Bank may assign this Agreement or any part of it to any of Bank's affiliates or to a successor of Bank by merger or acquisition upon written notice to Customer.
- **31.** No Third Party Beneficiaries. This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns and affiliates.

- **32.** Captions and Headings. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.
- **33.** Entire Agreement. The terms of the Deposit Agreement, all other agreements with Bank pertaining to the Accounts and the Rules, are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the Rules and this Agreement, the provisions of this Agreement shall control to the extent necessary. Customer agrees that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Remote Deposit Service.
- 34. No Waiver. No delay or failure on the part of Bank in exercising any of Bank's rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by Bank shall constitute a waiver of its right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.
- **35.** Severability. In the event all or any part of any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, the remaining provisions or parts thereof shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.
- **36.** Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.
- **37.** Termination. This Agreement shall remain in full force and effect from the date hereof until such time as this Agreement is terminated by either party as hereinafter provided:
 - (a) this Agreement may be terminated at any time by either party following ten (10) days prior written notice;
 - (b) either party shall have the right to terminate this Agreement immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Agreement, (v) fails to perform its obligations under this Agreement or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading.

Notwithstanding the foregoing, Bank may immediately terminate this Agreement without notice if, in Bank's sole discretion, Bank determines that Customer has abused the Remote Deposit Service or Bank believes that it will suffer a loss or other damage if the Agreement is not terminated.

Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations Customer may have to Bank. Any reinstatement of the Remote Deposit Service under this Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement, (i) Customer will promptly pay to Bank all sums due or to become due under this Agreement, (ii) Customer shall have no further right to make use of the Remote Deposit Service or any system or software which may have been provided in connection with any Remote Deposit Service.

Bank and Customer agree that Sections 3, 5,12, 13, 21, 22, 24, 26, 27, 28, 30, 31, 34, 36, and 38 shall survive the termination of this Agreement.

- **38.** Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without reference to its conflict of laws provisions, and applicable federal law.
- **39.** Notices. Any notice required hereunder shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties and if, to Bank, at the address set forth below and, if to Customer, at the most recent address shown for Customer in Bank's records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third business day after mailing thereof.

If to Bank: United Bank

P.O. Box 1337 Zebulon, GA 30295

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers.

BANK	(CUSTOMER)	
Ву:	Ву:	
Title:	Title:	
Date:	Date:	

ATTACHMENT A

- 1. Account(s):
- 2. The total dollar amount per day transmitted by Customer shall not exceed \$
- 3. Cut-off Time 8:00 pm on a business day we are open.

ATTACHMENT B

HARDWARE LIST

ATTACHMENT C

SCHEDULE OF FEES

\$375.00 Single Feed Scanner or \$700.00 Multi Feed Scanner \$25.00 Monthly Processing Fee

United Bank AccessBusiness Banking Agreement: **Banking Schedule**

Valid as of January 1, 2022

Federal Reserve Bank Holiday Schedule

(Non-processing days)

New Year's Day Martin Luther King Jr's Birthday Presidents' Day Memorial Day Juneteenth Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day

Christmas Day

Weekends (Saturday and Sunday)

If January 1, July 4, November 11, or December 25 fall on a Sunday, the following Monday.

Customer should not expect settlement for originated files on the days listed above.

Debit Entries

Must be received by Bank by 2:00 PM Eastern Time at least one (1) Banking Day prior to the Effective Entry Date.

Credit Entries

Must be received by Bank by 2:00 PM Eastern Time at least one (1) or two (2) Banking Days prior to the Effective Entry Date.

^{*} Timeframe for Submission of ACH Files:



Memo

To: Bill Andrew, City Manager

From: Marcia Brooks, City Clerk/Treasurer

Date: March 15, 2022

Re: FY 2023 - Outsourcing the Printing and Mailing of Utility Bills

The preparation and mailing of utility bills in-house is a time-consuming and laborious process. The Utility Billing/Municipal Court Clerk spends at least eight hours each month printing, folding, stuffing and sorting utility bills, then carries them to the Covington post office for mailing. The monthly cost to complete this process in-house is approximately \$593 per month (\$7,116 annually) just for pre-printed invoice forms, mailing envelopes, courtesy return envelopes and postage. This does not include the opportunity cost of the clerk's time spent on the task or the toner cost to print the bills.

I have obtained proposals from two companies to provide this service. The two companies that submitted quotes are Harris Print and Mail and Enco Utility Services. The fee quoted by each company includes all the manual steps we currently go through, plus the postage required to mail the bills each month. Both companies provide a proof to the customer so that the bills can be verified and/or spot-checked before they are mailed. Enco has a much higher start-up fee than Harris (\$800 vs. \$150), but Enco provides a much lower cost per bill than Harris (\$.26 vs. \$.59). Over the first twelve-month period, the total investment for Enco is \$4,040 vs. \$7,230 for Harris. There is hardly any difference between the supply cost to perform these tasks in-house and the total cost for Harris Print and Mail to perform them (Harris is about 2% lower). However, the cost for Enco to perform these services is 57% lower than the supply cost to perform them in-house (\$4,040 vs. \$7,116).

Based on this analysis, I recommend that we accept the proposal from Enco Utility Services for outsourcing of the printing and mailing of our utility bills beginning in FY 2023. In addition to the actual dollar savings, outsourcing these tasks will also free up the clerk to spend more time on other tasks and/or strategic initiatives.

I have included a cost breakdown and comparison on the following page. Proposals from both companies are attached.

I appreciate your consideration.

/mlb

In House Cost/Month		Outsourcing Cost/Month		
Supplies Printed utility bills Mailing envelopes	\$ 62.04 \$ 46.30			
Return envelopes Subtotal	\$ 51.60 \$ 159.94	Harris Print and Mail \$590/month (1,000 x \$.59)		
Postage Average monthly Oct-Feb Bulk Mail permit	\$ 412.80	One-time setup fee of \$150 \$.10-\$.25 per additional insert		
(Covington) Subtotal	\$ 20.00 \$ 432.80			
Labor Salary - 15.76 x 8 hours FICA 401a Insurace (estimated) Subtotal	\$ 126.08 \$ 9.65 \$ 5.04 \$ 10.00 \$ 150.77	Enco Utility Services \$260/month (1,000 x \$.26) One-time setup fee of \$800 \$.01 per additional insert for inserting (additional cost for		
In House Cost Actual Cost in house Opportunity cost in house Total cost in house	\$ 592.74 \$ 150.77 \$ 743.51	production of inserts) Two months postage deposit (refundable)		

Deb Cronin

Account Manager

Harris Local Government 2017 E. Main Street Easley, SC 29640

Phone 228-271-3617

Email dcronin@harrislocalgov.com



March 2, 2022

Marcia Brooks
City Clerk/Treasurer
City of Oxford
110 West Clark Street
Oxford, Georgia 30054

Subject: Proposal for Managed Print and Mail Services

Dear Ms. Brooks,

Harris Local Government is pleased to provide the City of Oxford with the following proposal for Managed Print and Mail Services.

Our team at Harris Print & Mail are uniquely qualified as we understand your software and can work hand in hand with your Support team. What this means to you is a smooth transition since we are a part of the Harris team.

Our recommended solution includes everything you need to produce your monthly billing statements. The pricing includes, processing, printing, folding, inserting, USPS CASS & NCOA services and First-Class mailing. We do not charge postage separately and no payment is required prior to mailing. We offer 1, 2 and 3 year contracts for stable pricing and seamless budgeting.

If you or your team have any questions at all, please do not hesitate to call or email me at any time. We look forward to working with you and your team.

Sincerely,

Deb Cronin

Regional Sales Representative

Harris Local Government



Date: 03/02/2022 Quote #: DC-OXF-03022022

Effective To: 12/31/2022 Prepared By: Deb

Proposal Pricing

This Agreement between the City of Oxford, GA ("Purchaser") and N. Harris Computer Corporation of 2429 Military Road, Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following print and mail fulfillment and related services (the "Services")

Item	Description	Quantity	Unit Price	Extended Price
Managed	Print Services:			
1.	Utility Billing (Monthly Notices)	1,000	.59	\$ 590.00
	a. Prints two sides, black ink on 8.5 x 11 preper	fed white paper		
	b.Outgoing Envelope			
	c. Courtesy reply envelope			
	d. USPS POSTAGE INCLUDED			
2.	USPS Processing/Set up fee (First month only)		150.00	\$ 150.00
	Tota	Total (first mo		740.00 590.00

Price is subject to change with a 60-day written notice. Changes in pricing will only occur with an increase in postage from the USPS or any significant increases in paper supply costs during the life of the contract. Price is based on mailing over 500 pieces PER mailing. Mailings under 500 pieces will incur additional postage fees.



HARRIS PRINT & MAIL

printmail@harrislocalgov.com Phone: (800) 827-4682 Option 2

Insert Printing Pricing

If you would like to include an informational insert or newsletter with your notices, please send the information to us at least three business days in advance of mailing date. Cost includes printing, folding, and inserting into the mailing envelope with the notices. We can include up to two inserts in addition to the regular notice (or one insert and a return envelope) in the mailing envelope.

Type of Insert	*prices listed are for Letter size, 8.5x11" paper. For Legal size inserts, please contact us directly for pricing*
1 Side, Full Page, Black/White	\$0.10/insert
1 Side, Full Page, Color	\$0.17/insert
2 Sided, Full Page, Black/White	\$0.17/insert
2 Sided, Full Page, Color	\$0.25/insert

If inserts are to be supplied to us pre-printed, they *must be* supplied on at least 24lb paper in good condition, and well packaged (shrink wrap recommended). Inserts supplied from out of house will be charged the following:

Setup of Insert *this charge is for the time required to set up pre-printed inserts to be run on the machines, and will be charged once for each cycle	\$200
Supplied Pre-folded Insert	\$0.02/insert
Supplied Flat Insert (not folded)	\$0.04/insert

Agreement Terms and Conditions

1. Definition

Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this Printing Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement.

2. Payment Terms

Order will be processed with the return of the signed printing services agreement. Services will be billed upon completion of job. Payment is due within 30 days of receiving invoice.

3. Minimum Annual Commitment

The parties acknowledge that the pricing herein is based on a minimum annual quantity of 500 ("Minimum Commitment") for a period of 1 year. In the event that the Purchaser does not fulfill the Minimum Commitment during any given year, the Purchaser shall pay to Harris a Minimum Processing Fee of 5% of the estimated total annual fee set forth on page 1 of this Agreement.

4. Term

This Agreement shall come into effect immediately as of the date of execution hereof by both Parties and shall remain in force for a period of one year (the "Initial Term"), except as provided for herein. At the expiration of the Initial Term, this Agreement, including any modifications thereto, shall renew for a Renewal Term that will be agreed to by both parties, unless either party provides written notice of non-renewal sixty (60) days prior to the expiration of the Initial Term. In the event that this Contract is renewed in accordance with this Section, the terms of the Agreement, shall remain unchanged (except to the extent expressly modified by agreement of the parties), except that the pricing terms may be modified with prior written notice to Purchaser. Harris shall notify Purchaser at least sixty-one (61) days in advance of any modification of pricing terms.

5. Termination

This Agreement may be terminated prior to expiration of the Initial Term hereof only as follows

- a. Provided that Purchaser or Harris (the "Terminating Party") is not then in breach of its obligations hereunder, the Terminating Party may terminate this Agreement with regard to its obligations that arise hereunder after the date of termination by delivering to the other party (the "Breaching Party") written notice of such termination upon the occurrence of any of the following:
 - the Breaching Party is in material breach of its obligations hereunder and fails to cure such breach within twenty (20) business days after receipt of written notice thereof from the terminating Party; or
 - II. the bankruptcy or insolvency of the Breaching Party, including but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency or authority; or
- b. upon the mutual written consent of the Purchaser and Harris to terminate this Agreement.

6. Payment Upon Early Termination

The parties acknowledge that the pricing herein is based upon an Initial Term of 1 year. The parties agree that if this Agreement is terminated prior to expiration of the Initial Term by Harris pursuant to paragraph 5(a) above, or if Purchaser terminates this Agreement other than pursuant to paragraph 5(a) above, the Purchaser shall pay an Early Termination Fee. The Early Termination Fee shall be calculated as follows: 5% of the estimated total annual fee set forth on page 1 of this Agreement.

7. Relationship Between the Parties

It is acknowledged and agreed that Harris shall not be considered an agent, employee or representative of the Purchaser. Harris shall not act on behalf of the Purchaser, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between Harris and the Purchaser, nor is it the intention of the Parties to establish any such relationship.

Neither Harris nor the Purchaser is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.

8. Data

In the event that the Purchaser is providing data to Harris, it is the responsibility of the Purchaser to ensure that the format and quality of the data meets Harris requirements. Any deadline for performance of the Services agreed upon at signing is based on the assumption that the data provided is in the correct format and of sufficient quality. Any delay due to incorrect data is the responsibility of the Purchaser. Harris will manipulate incorrect data for the purchaser at an additional charge agreed to in writing by the parties.

9. Warranty

The Services shall be performed in a professional manner in accordance with generally accepted industry standards for the printing industry. If the Services fail to comply with this warranty, Purchaser shall promptly notify Harris in writing. The notice from Purchaser shall specify in reasonable detail any alleged non-conformities in the Services and reasonable requirements for acceptance of the Services. Upon such notice, Harris shall, as Purchaser's sole and exclusive remedy, promptly re-perform any such Services. This warranty is effective for thirty (30) days following completion of the Services.

Purchaser is solely responsible for the accuracy of the data provided to Harris. Harris does not warrant the accuracy of the data transmitted but does warrant the transposition and printing of the data once received by Harris.

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant, and the Purchaser acknowledges that there are no further representations or warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice.

10. Limitations on Liability

THE PURCHASER AND HARRIS RECOGNIZE THAT CIRCUMSTANCES MAY ARISE ENTITLING THE PURCHASER TO DAMAGES FOR BREACH OR OTHER FAULT ON THE PART OF THE HARRIS ARISING FROM THIS AGREEMENT. EXCEPT FOR DAMAGES ARISING OUT OF HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PURCHASER AGREES THAT HARRIS' LIABILITY HEREUNDER FOR DAMAGES SHALL NOT EXCEED THE CHARGES HEREUNDER PAID BY PURCHASER TO HARRIS. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS PARAGRAPH SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT

11. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Printing Services rendered and all expenses incurred prior to the cancellation. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

12. Governing Law; Venue

Purchaser: City of Oxford, GA

This Agreement shall be governed by the substantive and procedural laws of the State of New York. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of NY in any dispute arising out of or related to this agreement.

13. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

•	•	
By:		Date:

Authorizing Party
Contact Name:
Contact Title:
E-mail Address:
Phone Number:
Fax Number:
Purchaser's Billing Department Information
Purchaser's Billing Department Information Billing Address:
Billing Address:
Billing Address:AP Contact:



March 14, 2022

UTILITY BILL PRINTING SERVICES PROPOSAL

CITY OF OXFORD, GA



ENCO ADVANTAGE BILLING SERVICES

Ruby Irigoyen, Senior Vice President, Customer Services ENCO Utility Services Florida, LLC 572 Appleyard Dr. Ste E, Tallahassee, FL 32304

irigoyen@encous.com



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COVER LETTER

March 14, 2022

Ms. Marcia Brooks,

Thank you for the opportunity to provide you our quote and proposal for Utility Bill Printing Services.

Our primary utility service operation is in Tallahassee, Florida, where we print and mail approximately 10 million bills annually for over 100 municipal and other governmental customers. We also have a facility in Hemet, California, that backs up the Florida operation and has the same equipment and trained staff.

We take the security of our customer's data very seriously and we hold a <u>SOC2 Type2 certificate</u> and we are annually audited for compliance and recertification.

ENCO Utility Services has been a turnkey provider of utility services for municipal and private utilities since 2001 and we formed our Florida company in 2004. In 2018, we acquired the utility billing operations from our long-term partner, Municipal Code Corporation (Municode), and established a new operations facility in Tallahassee. We provide a full line of billing services including bill calculation, bill printing and mailing, online bill presentment & payments, 24/7 full-service Call Center Services, and Lockbox Payment Processing Services.

Why Choose ENCO? SERVICE! What makes us different is our delivery of excellent customer service. No other provider does the personal touch like we do. When we deliver your billing services, it is just easy. Like doing it in house, but without the headaches of printing, stuffing, jams or opening envelopes.

Quality: Our clients trust that we mail their statements in a timely manner and process their payments with the correct data. Our Quality Control (QC) process includes equipment such as scanners, optical readers, and manual checks to ensure that statements are accurate.

Hour Statement Turnaround: Your revenue stream is important to us, so your statements reach the USPS within 24 hours or the next USPS business day. Over 90% are delivered to the post office the same day received! Your payments are posted to your bank account on the same day received.

When you choose ENCO to be your partner, we are really your partner. We can work with you to reduce costs. We have all the tools in our toolbox, whether you want utility bill printing and mailing, notification services, lockbox services, or call center services – we know how to do it.

Thank you again for your consideration.

Sincerely,

Ruby Irigoyen, Senior Vice President

Ruby M. Arigoyen

irigoyen@encous.com; office: (786) 437-1854; cell: (951) 236-1571

COMPANY OVERVIEW

ENCO Company History

In 1997, Edison International formed a new affiliate called Edison Utility Services. This affiliate was formed to provide electric distribution and customer services to municipal and other small and medium sized electric utilities in the US. In 2001, Edison Utility Services was acquired by SRM-ENCO LLC and subsequently changed its name to ENCO Utility Services. In 2004, we formed Winter Park Utility Services LLC and have renamed this affiliate, ENCO Utility Services Florida LLC effective December 2018.

ENCO services include Call Center, billing, bill printing and mailing, lockbox remittance processing, outbound courtesy notifications, substation monitoring, plus dispatch services. In addition to these base services, ENCO provides, for electric utilities, electric utility distribution system design, engineering, construction, operations, and maintenance. Additionally, ENCO has experience in utility renewable energy power plant financing, siting, energy contract negotiation and construction. In the latter part of 2018, we acquired the utility billing services division of Municipal Code Corporation and relocated the operation and staff to our new facility in Tallahassee. We have long been a partner with Municode for delivery of services for their customers and continue our relationship going forward.

ENCO currently has offices in Anaheim CA (headquarters), Hemet CA (call center and customer services), Moreno Valley CA (customer), Tallahassee, FL (Utility Billing) and Chattanooga TN (customer). ENCO has been in business for over twenty years and partners with such companies as Municipal Code Corporation and NCR Financial Services to provide services to more than 100 government agencies across the country. ENCO is a privately-owned corporation and is financially sound with no debt. Our leadership is focused on improving ENCO through investments in people and technology. Our culture is conducive to long-term employees. This makes for an experienced and stable workforce, so our clients can establish a long-term partnership.

Corporate Structure and Licenses

Federal Tax ID: 20-2160616 - Legal Structure: LLC ENCO UTILITY SERVICES FLORIDA, LLC

Corporate Headquarters

8141 E. Kaiser Boulevard, Ste 212 Anaheim, CA 92808

Tallahassee Billing Services Center

572 Appleyard Drive, Ste. E Tallahassee, FL 32304

Hemet Customer Service Center

380 N. San Jacinto Street Hemet, CA 92543-3112

Chattanooga Customer Service Center

1250 Market Street, Ste 1008 Chattanooga, TN 37402

Contacts

Ruby M. Irigoyen Senior Vice President of Customer Services Cell 951-236-1571; Office: (786) 437-1854 Email irigoyen@encous.com

SCOPE OF WORK

UTILITY BILL PRINTING AND MAILING SERVICES:

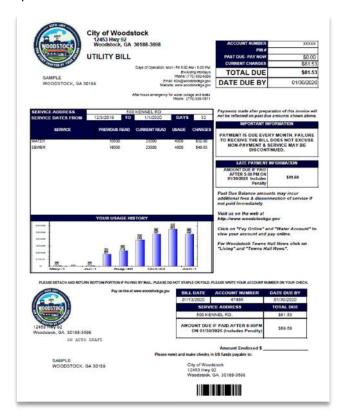
Statement Design

The ENCO Advantage leadership has over thirty years of combined experience in providing statement-processing services and they understand the importance of statement design and accuracy. If desired, we can help you redesign a completely new statement. Each of our clients receive a customized bill format with account information, summaries, usage charts, colors, graphs, announcements and other specialized items. Our lead developer provides one-on-one assistance with client staff in planning and creating a bill which is customer friendly and makes payment processing easy for client staff. Announcements and notices can be changed periodically as needed for special events or seasonal activities. Grey scale backers are available at no additional charge. Samples attached of color statements with graphs.

If a client creates a new bill with a layout that is significantly different from their previous ones, we can also create a New Look insert which helps their utility customers easily find their account numbers, bill amounts, due dates, usage and other pertinent information. The New Look insert is typically a glossy one-page full color insert. Pricing is additional. A sample of this insert is attached at the end of this Proposal.

ENCO Advantage works with your staff to identify areas of your billing statement that can be clarified to minimize inquiries to save you money on customer service costs. You can keep the features you liked about your old statement and add new features like a bar chart for historical usage, customized message areas, different sized fonts to enhance readability, bar coding for cost-efficient payment processing, or QR scan codes to direct customers to an online payment site. Then, we design a two-sided billing statement with an appropriate scan line for remittance processing, message areas, a usage bar chart, or graph (if requested by client), and the client's logo. Also, our technology can print multiple meter accounts on one page.

Statements are ink jet printed in full color on blank perf paper. Our paper is 8 $\frac{1}{2}$ " x 11" 24lb bond, 92 Bright White paper with a perforated tear off return stub located at the bottom or the top. Our 24lb bond paper is specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separates easily for the customer. The back of the statement can be designed to include grey scaled messaging anywhere both above and below the perforated return stub.



The return stub can include the customer's account number, name, mailing address, bill date, amount due by due date, amount due after due date, amount paid, and an Optical Character Recognition (OCR) scan line that conforms to the client's and USPS lockbox specifications. The scan line can be automatically programed to include the customer account number, dollar amount owed, applicable check digits, and payment restriction indicator. The brightness of the paper form allows for a superior contrast ratio of paper to print to ensure reliable OCR scanning.

ENCO can accept automated messaging from the utility billing data extract file that has been pre-mapped to a predetermined messaging area of the utility bill statement during the design and implementation phase of the project or can be emailed directly to us prior to the processing of the cycle. The message is then placed in the predetermined messaging area of the statement.

Additional Programming or Design Changes

When requesting additional programming or design changes, we operate as if we were in an office down the hall. After assessing the scope of the requested changes, we communicate with you any charge associated with reprogramming requests before starting any work. We take immense pride in not nickel and diming our customers, but only charging for services when necessary. All changes are initiated, tracked, and managed through your direct point of contact, your assigned account manager. They manage the project and organize the appropriate staff to complete the project and keep your statements on schedule. All modifications to production processes, programs, files, resources, etc. are controlled by the change management process and tracked via our CRM system. External changes will require the client's approval prior to implementation.

Data File Transfer

We make the process of sending us the files as easy and secure as possible. ENCO can receive billing files 24 hours a day, seven days a week, and multiple files can be sent daily. All data files are transferred using our secure cloud-based transfer site. This data/file sharing service offers top-level, end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users can connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. We send email notifications confirming that verify the successful data upload and good data which is then sent to the appropriate client's staff. We will set up the FTP site and train you to use it in person or via web conference, whichever you prefer. This same FTP site can be used to track the progress of your job and to approve proofs.

Data Processing

We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QS1, ATS, TBS, and several proprietary built billing platforms. We can accommodate any raw data formats such as field delimited, comma delimited, XML, XSL:FO, AFP, PCL, and PDF. We can handle your data.

Mailing Services

The ENCO Advantage postage reduction strategy can reduce your undeliverable mail and postal costs by as much as 30% each year. We provide you with tools that ensure every piece of mail is postal-qualified. This keeps you on top of ever-changing Postal Service technology. ENCO Advantage is a manifest mailer, so every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. Also, we are certified by the USPS for optional procedures. All mail pieces are sent at the lowest possible postage first-class qualifying rate taking full advantage of automated USPS discounts. ENCO processes all mail through a certified USPS presort software routine utilizing P.A.V.E. (Presort. Accuracy. Validation. Evaluation.). This procedure determines sorting accuracy to group and sort multiple plans based on similar mailing instructions which improves the accuracy of carrier route, five-digit zip, zip plus four and delivery point codes, and CASS (Coding. Accuracy. Support. System.). This attaches and interfaces with the barcode and zip +4 extension to get the USPS discount for automation. For additional postage cost savings, ENCO performs "House holding" grouping and a National Change of Address (NCOA) updating service.

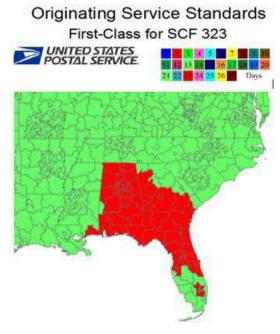
House holding is the process of grouping multiple account statements that are intended for the same customer and bundling them into one envelope. This ensures the owner receives all the documents required, but with the

convenience of only one envelope and one postage cost included.

National Change of Address (NCOA) updating service compares your billing addresses against the USPS NCOA database. Statements that would otherwise be returned or rerouted due to a change in address are identified and corrected saving you on both postage and labor. NCOA services are available for an additional fee.

Mail Delivery

The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away from our production facility. The USPS First Class Mail Service Standard is delivery to the address within 2-3 days. We have a large group of your neighbors that we provide mailing services for and have no issues with the timing of the bill arrival. Please feel free to contact any of them.



Client Postage Deposit Account

All pieces are sent out using the ENCO indicia (USPS mail permit). ENCO requires that the client maintains a permanent postage deposit in connection with this agreement. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in the ENCO Pricing Schedule or customer payment history. The client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, ENCO shall return the deposit amounts to the client after payment of all services and postage.

Supplies and Inventory Management

We are selective in choosing our business partners. All paper suppliers are "Tri-certified" in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. This is good for you, your customers, and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials. We will maintain a sufficient supply of paper and envelopes to ensure an uninterrupted supply for printing requirements. These materials are included in the cost of bill printing. To achieve volume discounts on paper, envelopes, and pre-printed materials that are produced for the client, we will purchase or produce up to a three-month supply of these items in advance. There is no additional charge for inventory management of these materials or inserts dropped shipped to our facility for inserting. We print and mail over 10 million utility bills annually and always keep a 3-month supply on hand.

Paper

Our 24lb paper is specially manufactured to process through printing, folding, and inserting without issue. Specifications: 8 ½" x 11", 24 lb., 92 White Xerographic quality paper with built-in curl control, .0046 Thickness, 140+/40 Smoothness, long grain, and 30 TPI horizontal micro perforation 3 ½" from bottom of page.

Billing Statement Outgoing Envelope

ENCO Advantage utilizes a large single (pistol style) window #10 security tinted envelope. This ensures maximum flexibility and accommodates multiple bill configurations. Our client's logo, return address, customer address, bar coding, and special messaging clearly appear through our window envelopes without compromising security. The advantage to our clients is that each one has the opportunity to change their statement look, without changing envelope styles. Also, our #10 envelopes can accommodate up to five pages without exceeding the 2oz first class

postage rate. With demonstrated reliability during inserting through our Pitney Bowes inserters as well as through the postal delivery system, we are confident this is the best envelope for our print/mail customers. Proven reliability, maximum flexibility and bulk order cost savings is why we consistently utilize the #10 pistol style envelope.



Return Envelope

ENCO utilizes a standard #9 envelope with security tint. The envelope features a window that allows the return portion of your statement to show through with your information and pre-printed 12-digit barcode, so you get your payment back faster. The color of the font that you have chosen shows through as well. This return envelope meets all USPS requirements and is compatible with the bulk letter opening machines used by your remittance-processing department or lockbox vendor. ENCO can suppress the insertion of a #9 reply payment envelope based on the client's selection and logical indicators in the billing data file. Custom envelopes are available for an additional cost.



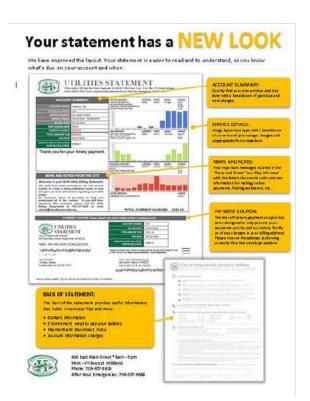
E-billing Services – Touchless bill delivery

We work with you to provide the best solution that fits within your goals and existing platform. We can provide a bounce back report after every e-billing cycle. All e-bills are sent the same day as the paper bills and include any electronic copy of bill and any inserts. About 70% of the cost of delivering a bill to a customer is postage. Even with our bulk mail rates, it costs \$4.70 a year on average to mail your customers a standard printed bill. You may want to consider e-bills instead of mailed bills.

Inserting Capabilities

Your Design or Ours. You print or We Print.

ENCO Advantage utilizes high-speed industry leading Pitney Bowes inserter equipment and can accommodate paper sizes ranging from 8 ½ x 3 to 4-page newsletter. Our infrastructure allows us to manage which cycles and customers receive a specific insert (selective inserting) whether by account type, geographical location, zip code, etc.





Inserts provided by the client are required to meet ENCO's inserting equipment specifications (please verify with us ahead of time on the specifications of the insert). ENCO customers enjoy a convenient, competitively priced, and full-service in-house graphic design and printing service. We can help the design of any other municipal special mailer, invoice, rebate check, insert, or notice that needs to be printed and mailed.

Invoicing Procedures

Within five days of each cycle production run, the client will receive an itemized invoice for services. A Mail Sort Summary Report detailing the number of statements mailed with the amount of postage paid is emailed to you daily. Invoices can be sent by mail, email, or both.

- Statements processed with #9
- Statements processed without #9
- Any additional Inserts Inserted
- Out sorts
- Heavies
- House holding Mailings
- Late notices
- NCOA
- E-Bills Processed

Bill Printing & Mailing Service Implementation Plan

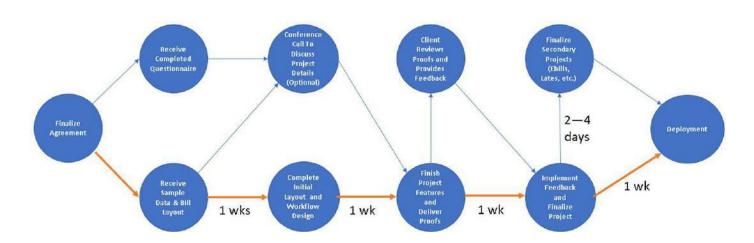
James Gager, Lead Developer, will serve as the Project Manager for deployment and implementation including quality, timeliness and for ensuring that adequate personnel and other resources are available. Shann Edmonds, Director of Operations, will serve as the Production Lead. During deployment and implementation, James will devote 75% of his time to your project. He will be available 100% of the time.

Overview of Deployment Process

One of the biggest benefits of choosing ENCO is the transition. We do all the heavy lifting. ENCO will provide personal training in your office or via webinar per your choosing. Training on our systems is minimal because we do all the processing and production work every billing cycle. All you must do is send us the raw data and approve the proof each cycle. It is that easy. Once the contract is finalized, we will schedule an initial project meeting to review the timeline and process.

Again, the deployment process typically takes 30 to 45 days to complete with minimal resources or requirements from the client. The client's responsibility and the key to a smooth on-time deployment is to provide the initial information and to approve proofs quickly. This timeline can be adjusted to shorten or lengthen the deployment process to accommodate any exceptional circumstances the client may need. A typical project consists of a team including a Project Manager, Lead Developer, and Production Lead. The Project Manager is the single point of-contact responsible for integrating all services and material through project completion. The Lead Developer is assigned to understand the aesthetic and technical details and requirements. They work closely with both the client and the Project Manager.

Deployment Process:



After Agreement is executed, then the deployment process consists of a few steps:

- Pre-Development Information Gathering
 - Client Deployment Questionnaire: helps determine what you, the client, are looking for in a bill statement
 - If you were going to utilize your existing design, email PDFs of the front, back, and detail any new features or changes you would like to implement. (This includes the backside of statements, the layout of late or delinquent notices etc.)

- If you would like to explore a new design or changes, let us know and we will contact you to start the design process by sending samples of some our existing designs. Determine the right set of bill features (Payment processing barcoding, QR scan code for online electronic portal, usage graphs for conservation, etc.) that will help you achieve your goals.
 - 2. High Resolution copy of the client's logo (minimum 300 dpi)
 - 3. Sample of billing software data file (i.e. field delimited, comma delimited, XML, AFP, and PCL)
 - 4. Data map from your billing software

Deployment discussion:

Our deployment process begins with a discussion, either in person, webinar, or conference call. We will discuss the time frame that you are looking to meet and the specifics of your billing process such as how we should handle client accounts, credit finals, large commercial accounts, adjustments, unique service codes, and other specific features we will need to look for in your data Also, we will discuss general formatting desires for the utility and final bills and auto-payment options offered (direct deposit and bank draft based on RFP).

Statement Design and Approval:

Once we have completed initial development, we will send you PDF proofs along with a list of questions/concerns we might have regarding your bills. We will implement changes based on your feedback and provide new proofs as needed until the statements are set up exactly how the client would like them.

- Billing Data Integration/Mapping:

This is an internal process where we take a data extract and map on the designed statement where the billing data should appear on the statement. After this has been completed, we will send sample proofs to your staff for review and approval. We recommend and coordinate testing on payment remittance processing and barcoding. In addition, all USPS barcoding is tested and validated in this step.

Testing (Parallel Processing) and cycle processing training:

Once the statements are in a semi-final state, we will ask that you send complete, live cycle files that we can process along with your live statements so that you can compare them and make sure that everything is processing correctly. For cycle processing, training can be provided in person or online in a matter of minutes. It really is that easy. We want you to feel completely comfortable before we "Go Live".

"Go Live" Deployment:

The last step should be the easiest: you'll send your first live cycle file to us, we'll process it, **provide you with proofs**, and make any last-minute changes required. Once everything is correct, we will print and mail your billing statements.

We have very deep experience printing and mailing utility bills. We currently have over 100 municipal customers and receive their billing cycles daily for processing between 800,000 and 900,000 bills each month

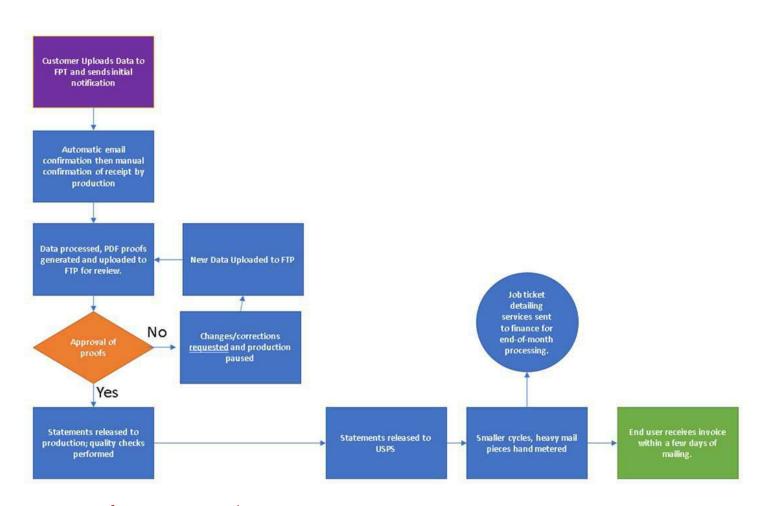
We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QS1, ATS, TBS, and several proprietary built billing platforms. We can accommodate any raw data formats such as field delimited, comma delimited, XML, XSL:FO, AFP, PCL, and PDF. We can handle your data.

Client Responsibility

- Ensure postage funds are available per recommended postage deposit listed above.
- Provide an explanation of billing record layout or mapping document to ENCO.

- Review and approve design of billing statements. Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.
- Approve parallel testing once completed to ensure statements meet expectations.
- Transmit data files to ENCO's cloud-based data site
- Approval and quality check on processed billing statements ready for printing and mailing.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through ENCO). If done through ENCO, client agrees to update their records to match per USPS requirements.
- Provide ENCO insert specifications to client's insert vendors (if other than ENCO).
- Pay for any unused forms of because of a format change or contract modification.

Production Process:



Overview of Day-to-Day Production Process

We know how important your revenue stream is. We understand that you place your trust with us to ensure your statements go out in a timely manner and are always correct. Statements reach the USPS within 24 hours, or the next available day the USPS is open for business, of our receipt of your data file and approval of statement proofs. If incorrect data is received, data will be processed within 24 hours of the resubmitted correct data. Some companies force their customers to log on to their system to check status of their statements. At ENCO, we proactively notify you and your staff as your bill cycles move through the process through email alerts. You can login at any time to our FTTP site to check the status and review your files for approval. Overview of daily production process:

- <u>Step 1</u> Client Uploads data files to ENCO and sends email that the files are ready for processing and the anticipated volume.
- <u>Step 2</u> Client receives automatic email confirmation from ENCO that the files were received, and processing has begun.
- <u>Step 3</u> Client approves posted proofs. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our transfer site. Statement printing will be held in Operations until a notification of release is provided. At that time, statements are released to Production for printing and inserting. Included in the zip file will be your statements, any out sorted statements, and USPS paperwork (Form 3600-R) indicating the number of statements electronically for printing, as well postage breakdown, the CASS/PAVE address error report, and the NCOA processing summary report detailing all address changes. Any statements that have been flagged for issues will be available here for review.
- <u>Step 4</u> Client receives email that processing is complete and awaiting approval. Client downloads bill statement PDF proofs and USPS mail reports from our FTP site. After reviewing, client sends email approving release for printing and mailing.
- <u>Step 5</u> Once we receive your approval email, bill files are released for printing and inserting. ENCO emails the client that production is completed, and the statements have been delivered to the USPS. Attached to the email notification is your ENCO job ticket, which provides details of completed billing statements processed.
- <u>Step 6</u> The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away. Mail is picked up and delivered daily according to the USPS holiday schedule.



REFERENCES – UTILITY BILL PRINT & MAIL SERVICES - Since 2007

Our focus on service begins with you. We carefully listen to your current concerns to provide custom-tailored solutions to your organization.

We only work with municipalities and utilities. But don't just take our word for it. Talk to some of our clients:



Miramar FL. – Since 2013 2300 Civic Place, Miramar, FL 33025 Zendra Williams, (954) 602.3045; zlwilliams@miramarfl.gov 38500 bills, Tyler Tech-Encode



Margate, FL – Since 2015 5790 Margate Blvd. Margate, FL. 33063 Jackie Earll: (954)972-6454; jearll@margatefl.com 18,000 bills, SunGard, multi-line fixed file



Pompano Beach, FL – Since 2013
100 W. Atlantic Blvd. Pompano Beach, FL 33060
Kyle McPhail: (954) 786-4637 kyle.mcphail@copbfl.com
16900 bills. SunGard software multi-line fixed file



Oakland Park, FL – Since-2007 3650 NE 12th Ave. Oakland Park, FL. 33334 Geneva Burgess, (954)630.4277; genevab@oaklandparkfl.gov 9700 bills, Tyler Tech-Munis, multi-line XML



Tifton, GA – Since 2010 204 N. Ridge Avenue, Tifton, GA 31793 Wayne Putnal: (229)391-3939, wputnal@tifton.net 14,000 bills, BS&A single fixed



Coconut Creek FL – Since-2007 4800 W. Copans Rd. Coconut Creek, FL. 33063 Sharon Read, (954) 973.6732; sread@coconutcreek.net 12600 bills, SunGard HTE, Single line, fixed



Hialeah Gardens, FL – Since 2015 10001 NW. 87th Ave. Hialeah Gardens, FL. 33016 Barbara Joy, (305) 822.3017; bjoy@cityofhialeahgardens.com 3500 bills Tyler Tech - Fund Balance single delimited file



Palm Springs, FL – Since 2011 226 Cypress Ln. Palm Springs, FL. 33461 Jancy Bravo, (561)965-5770; jbravo@vpsfl.org 12600 Bills Tyler Tech, single fixed



Delray Beach, FL – Since 2012 100 NW 1st Avenue, Delray Beach, FL 33444 Jacquelyn Ulyssee, (561) 243.7106; ulyssej@mydelraybeach.com 22,200 bills - mulit-line delimited file



Deland FL – Since 2008 120 South Florida Ave. Deland, FL. 32720 Brandi Weaver: (386) 626-7056; weaverb@deland.org 14200 Bills, BS&A, single fixed



Moultrie, GA – Since 2009
21 First Avenue NE, Moultrie, GA 39828
Tiffany Shroats: (229) 227-6990; TiffanyS@thomasville.org
8.800 bills



Opa-locka, FL – Since 2009
780 Fisherman St. Opa-locka, FL. 33054
Nelson Rodriguez: (305) 953-2868; nrodriguez@opalockafl.gov
5000 bills, SunGard, multi-line



Surfside, FL – Since 2011 9293 Harding Ave. Surfside, FL. 33154 Frantza Duval (305) 861-4863 fduval@townofsurfsidefl.gov 1 700 Bills

Sarasota, FL - Since 2011



Green Cove Springs, FL – Since 2013 321 Walnut Street, Green Cove Springs, FL 32043 Laurie Copeland, 904-297-7500; 4300 bills, ADG



1761 12th St. (Utility Billing Office), Sarasota FL 34236 20,250 bills – SunGard HTE multi-line delimited text file Teresa Witkowski(941)329.6121;Teresa.Witkowski@sarasotafl.gov 20,250 Bills – SunGard THE multi-line delimited txt file



Bradenton, FL – Since 2008
1411 9th ST. West, Bradenton, FL. 34205
Lance Williams: (941) 932-9433
lance.williams@cityofbradenton.com
14800 bills, Tyler Tech-Eden, multi-line XML



Edgewater, FL – Since 2015
104 N. Riverside Drive Edgewater, FL. 32132
Bridgette King, (386) 424.2400; bking@cityofedgerwater.org
10,000 bills – SunGard Software, multi-line fixed file



Baldwin County, GA – Since 2009
121 N. Wilkinson St., Milledgeville, GA 31061
Vanessa Hale ◆ 478)445-4237
10,000 bills, Tyler Tech multi-line delimited txt file



Fort Meade, FL – Since 2007 8 West Broadway ST. Frot Meade, FL. 32550 Breanna Smith, (863) 285.1174, bsmith@cityoffortmeade.com 3000 bills, BS&A single fixed



Okeechobee Utility Authority – Since 2007 100SW 5th Ave, Okeechobee, FL. 34974 Lyn Lowe: (863)763-9460 ext 217 lynlowe@ouafl.com 9300 bills, Springbrook, multi-line



Haines City, FL – Since 2012 620 Eats main St. Haines City, FL. 33844 Andrea Henley-Pratt, (863) 421.3600; apratt@hainescity.com 9400 Bills, ADG, Multi-line delim



Plant City, FL – Since 2008 302 W. Reynolds ST. Plant City, FL. 33564 Heather Bowman: (813) 659-4200; hbowman@plantcitygov.com 10600 bills, ADG, Multi-line delim



Dunedin, FL – Since May 2016
750 Milwaukee Ave. Dunedin, FL. 34698
LeAnne Steurnagel, (727) 298.3004; lsteurnagel@dunedinfl.net
12,500 bills, SunGard-Pentamation



Lantana, FL –Since April 2016 500 Greynolds Circle Lantana, FL. 33462 Sharon Almeida, (561) 540-5034; salmeida@lantana.org 3400 bills – SunGard-Pentmation

MEET OUR MANAGEMENT TEAM:



<u>Shann Edmonds:</u> Director of Operations, USPS Certified Mail Specialist, has over 23 years of bill presentment and mailing services including experience in accounting, finance, purchasing, customer service, printing, mailing, quality control, inserter operations, and proof reading. She has been with ENCO for over 10 years.



<u>James Gager</u>: Lead Developer, 12 years of experience in data programming / developing. He has led the deployment and implementation of over 50 municipalities' utility bill presentment projects. He has been with ENCO for 9 years.



Philip Woeckener: Data Processor Specialist, B.S. in Communications from Florida International University. 20 years of experience working in all aspects of the direct mail industry, including management, data processing, and as a liaison to the US Postal Service. He has been with ENCO for 6 years.



Kevin Ash: Production Floor Supervisor, 25 years in the electronic print industry, and 9 years of specialized utility bill statement fulfillment. He has been with ENCO for 31 years.



<u>Michael Beauchamp:</u> Production Supervisor, 27 years' experience in operating and managing printing and mailing service delivery. He maintains expert knowledge of postal regulations to achieve savings on 1st-Class and other postage discounts



Bobbie Sue Angelucci: General Manager, Eastern Division, 15 years' experience in municipal service delivery. Bobbie Sue provides overall management of services delivered in our Eastern Division including utility bill printing and mailing services, call center and remittance processing. She has been with ENCO over 16 years.

QUALITY CONTROL

At ENCO Advantage, the statements we send are of the highest quality and accuracy. You place your trust in us to ensure your statements are on-time and accurate. Our QC process includes both high-tech equipment such as scanners and optical readers in addition to manual checklists to ensure accuracy. Also, we reward our employees for catching quality issues. Sampling and quality control checks are performed:

- During pre-and post-processing: Verify uploaded data files for correct volumes, data integrity, and read errors. If any errors are detected, the client is notified immediately and establish retransmission of the data.
- During production: Verify statement integrity, print quality, inserts, USPS standards, messages, and correct setup.
- Post-production: Verify statement volumes, print quality, statement integrity, USPS standards including computerized, and staff verification of volumes processed, printed, inserted and mailed. We cross check all amounts and mail pieces.

If a quality error is detected during pre-production processing or print production, the workflow is immediately stopped. First, the scale of the issue is determined. Second, the client is notified of the issue and the resolution. After, the appropriate corrections are made the cycle is reprinted. If the issue received is data related, we work with the client to help find the quickest resolution to complete the statements in the shortest timeframe possible.

RECORD RETENTION AND DATA BACKUP

Our commitment is to reliability, accountability, timely processing and ultimately, strong customer satisfaction. With two billing locations, one in California and one in Florida, we are strategically positioned to handle multiple scenarios which could impact processing and mailing bills. Having this capacity ensures we can provide our own back up. In addition, we also have agreements with other offsite printers to assist us should the need arise. Should a power outage affect us locally, we have an 80kw generator to provide power until city electrical systems are restored.

SUPPORT PROGRAM

UTILITY BILL PRINTING & MAILING SERVICE:

The ENCO Support Team for Utility Bill Printing and Mailing provides services required in the maintenance and running of the print and mail application. This service and support structure provide a pooled group of resources and adhere to strict best practices for the receipt, processing, and execution of support and incident related requests.

Process	Lead	Back up
Project Management	James Gager	Shann Edmonds
Deployment	James Gager	Phillip Woeckener
Ongoing Support	James Gager	Shann Edmonds; Phillip Woeckener; Michael Beauchamp

After implementation, James will continue to be your point-of-contact for all issues related to daily file transmission, job execution, exception processing, activity monitoring and quality assurance. with Shann Edmonds, Director of Operations, serving as James' primary back up.

In addition to James Gager, our whole team backs up not only the startup and implementation, but the ongoing delivery of services to our customers.

Our clients receive a level of personal service unparalleled in the industry. We carefully listen to your concerns and provide custom-tailored solutions for your organization. Our size allows us to provide technological resources smaller firms cannot offer and larger firms do not offer. We have earned our reputation because we offer helpful suggestions and solutions for your unique situation based on our experience.

We are available by email and phone during normal business hours of 7 am to 6 pm EST and we have our dispatcher available 24/7 for emergencies. We can provide any initial or ongoing training in person or by webinar. We can help your municipality with any future needs with any of the ENCO family of products and services.



WHEN IT MATTERS, IT'S REALLY ABOUT SERVICE

Here is what our customers say. Just a couple of examples:

Eileen Snoberger

Admin & Customer Support Manager St. Lucie County Utilities 772.462.1845

snobergere@stlucieco.org



Over the past several years I have developed a strong working relationship with Shann Edmonds and Michael Beauchamp under ENCO Utility Services and Municode Leadership. Ms. Edmonds and Mr. Beauchamp's professionalism, efficiency, attention to detail and great communication skills made the experience even better than I expected. I can always count on them to acknowledge, address and swiftly resolve any and all concerns. I enjoy working with them and look forward to future dealings.

Shann,

I have been with the City of Blakely for 15 years. Upon coming to work here I found that the mailing company we had couldn't get bills out on time and a lot of the time customers didn't receive their bills. We made a decision to change processing vendors and found Municode Advantage.

We entered into a relationship with Municode Advantage at the beginning of a month and by the end of the same month they mailed our bills out. There were a few issues but the second month we got those straightened out and everything worked great after that.

When we were informed that things were changing, of course, we had our reservations but what I can say is that nothing missed a beat.

I can also say that there are quite a few times that we need to process inserts as well and I forget that I need to get the information to ENCO well in advance. They have never he sitated to get my requests processed and inserted when I need them and do it without reminding me that they need more time than I sometimes give them.

ENCO is a great company to work with and we have been very satisfied with everything that they do for us.

Thank you

L.

Melinda Crook City Clerk/Treasurer Phone: 229-723-3676

E-Mail: melinda.crook@cityofblakely.org





ENCO has deep experience in providing utility billing services and we believe you will find that we are the most qualified to provide the services that you seek. We look forward to working with you.

Thank you. See you soon!!

ENCO ADVANTAGE PRICING SCHEDULE

Pricing for Oxford, Georgia 3/14/2022

INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE

\$800 • Initial Statement design Initial data mapping • Data transfer site set up and training MANUAL MESSAGE CHANGES **\$25** / change ADDITIONAL OR RE-PROGRAMMING CHANGES **\$125**/ Hour \$0.16/ STATEMENTS, LATE NOTICES, FINALS, LETTERS ETC. statement Full color front of bill printing of variable data Grey scaled ink jet printing of stagnant messaging on back of bill 8½x11 white 24lb. color statements with 3½" perforated return stub Standard #10 White single pistol window with security tint 20lb envelope. Standard #9 White single window with security tint 20lb reply envelope All required data processing including CASS/PAVE certification Generation of online proofs for approval prior to production Folding, inserting and delivery of statements to USPS **Cost without #9 Return Envelope** \$0.155 / statement

Inserting fee: for additional advertising fliers/buck slips/newsletters/notices/etc. (This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality requested.)

Additional special handling charge for householding, heavies, out sorts, or pulled statements

\$0.01 / insert

\$0.04 / statement

\$0.08/ additional pages

Minimum Charge: If the total printing/statement cost per cycle is less than \$100, we will charge a \$100 flat rate to cover fixed costs.

\$100.00

OPTIONAL E-BILLING

Additional Statement pages

\$0.10

Custom electronic exact copy of bill and any insert that was included with the mailed paper statement.

OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS)

\$0.015/ statement

\$0.01/ statement

Optional Create PDF upload file for Customer Portal

POSTAGE DEPOSIT

ENCO will require that the client maintains a permanent postage deposit in connection with this agreement. Upon termination of the Agreement, ENCO shall return the deposit amounts to client after payment of all services.

Required postage deposit = Estimated statements/notices @ 4.426 (current pre-sorted USPS rate) X 2 months = $1.000 \times 4.426 \times 2 = 852.00$.

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EXAMPLE BILLS



Thomasville, GA 31799-1397

Customer Service 229-227-7001 24 Hour Emergency Only 229-227-5499 Visit us at Thomasville.org



ELECTRIC SERVICES	CURRENT USAGE: KWH	LAST MONTH	LAST YEAR	CHARGES
ELECTRIC RESIDENTIAL ELECTRIC SALES TAX 7%	- 21	50		12.27 0.86

CURRENT USAGE: 100 GALLONS	LAST MONTH	LAST YEAR	CHARGES
CLERENT UNWELL	LAST MONTH	LAST NEWL	CHARGES
			CLINES IN LAST WORTH LAST WEAR

WASTEWATER SERVICES REFUSE SERVICES

CNS SERVICES

ACCOUNT SUMMARY

ACCOUNT NAME: JOE SAMPLE SERVICE ADDRESS: 123 MAIN ST

ACCOUNT NUMBER: 12-345678910

BILLING DATE: 04/06/19 CURRENT CHARGES: \$13.13

PAST DUE AMOUNT: \$0.00 CREDITS: \$0.00

\$0.00 SMART CHOICE DISCOUNT: TOTAL AMOUNT DUE: \$13.13

CURRENT BILL DUE DATE

04/24/19

YOUR METERS WERE READ ON 03/25/19 AND REPRESENT 28 DAYS OF SERVICE

BILLING PERIOD HIGH TEMP 82 LOW TEMP 32

	METER READING!	10	
SERVICE	CURRENT	PR	EVIOU8
ELECTRIC NATURAL GAS WATER	6143		8122
COMME	RCIAL ELECTRIC I	DEMAND)
CURRENT DEMAND	BILLING DEMAND	METER	MULTIPLIER
0.00	0.00	,	1
	PCA & ECCR		
Power Cost Adjustment (Pr	CA):		0.009000
Environmental Compliance	Cost Recovery Adjustmen	t (ECCR)	0.010900

Join us for the 98th Annual Rose Show and Festival, April 25th-27th Parades, concerts, flower shows and fun for the whole family. Admission to most events is free. For more information, visit thomasvillega.com or call 229-228-7977.

MISCELLANEOUS SERVICES

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL, WHEN PAYING IN PERSON, PLEASE BRING ENTIRE BILL.



P.O. Box 1397, 111 Victoria Place Thomasville, GA 31799-1397

Return Service Requested

Your utility bill can also be paid online at Thomasville.org

TOTAL CURRENT CHARGES

or through our interactive Voice Response (IVR) system by calling 229-227-7001. Download the "City of Thomasville Utilities" app from your app store to view and pay your utility bill as well as view your payment history and account usage.

PAYMENT COUPON

ACCOUNT NAME: JOE SAMPLE SERVICE ADDRESS: 123 MAIN ST

ACCOUNT NUMBER: 12-345678910

PIN#: 131415

\$13.13

TOTAL AMOUNT DUE CURRENT BILL PAST DUE AFTER:

04/24/19

ENTER AMOUNT PAID \$ Please Remit To and Make Checks Payable To:

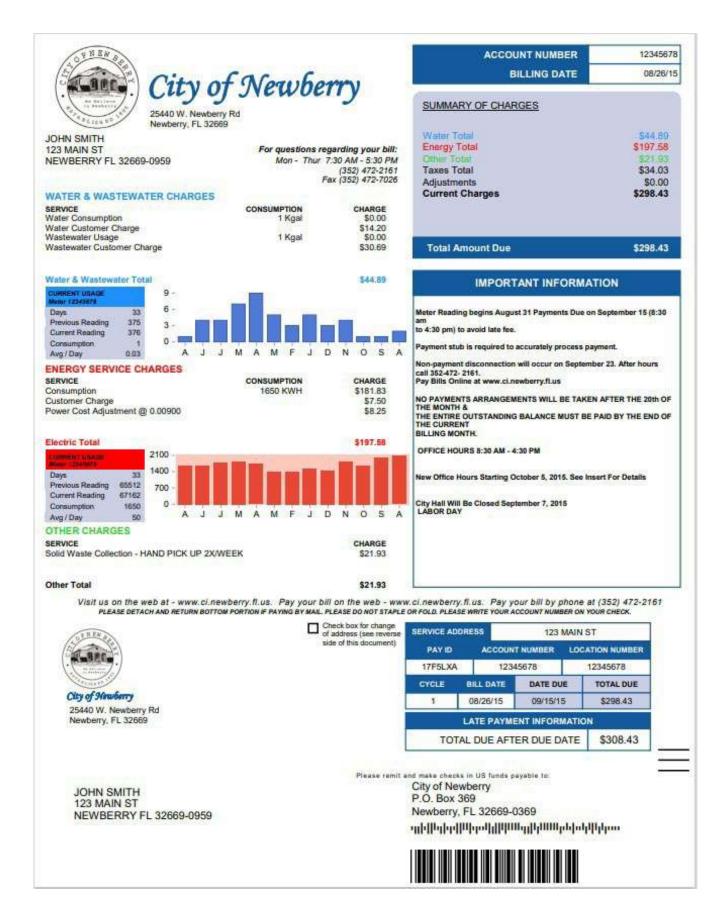
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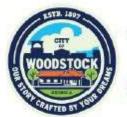
THOMASVILLE UTILITIES PO BOX 1397 THOMASVILLE GA 31799-1397

գիրկին ՈՍՈՒՈւիգիի գորի իրագորի ՈՒՈւիայինի հայարակի

1 1 AV 0.383

Joe Sample 123 Main Street Thomasville GA 31757-0126





City of Woodstock 12453 Hwy 92 Woodstock, GA 30188-3698

UTILITY BILL

SAMPLE WOODSTOCK, GA 30189 Days of Operation: Mon - Fri 8:00 AM - 5:00 PM

Excluding Holidays
Pone: (770) 992-6006

Email: h2o@woodstockga.gov
Website: www.woodstockga.gov

ACCOUNT NUMBER	XXXXX
PIN #	
PAST DUE-PAY NOW	\$0.00
CURRENT CHARGES	\$81.53
TOTAL DUE	\$81.53
DATE DUE BY	01/30/2020

After hours emergency for water outage and leaks Phone: (770) 926-7871

SERVICE ADDRESS 500 KENNEL RD					
SERVICE DATES FROM	12/3/2019	то	1/1/2020	DAYS	32
SERVICE	PREVIOUS	READ	CURRENT READ	USAGE	CHARGES
WATER	18500		23300	4800	\$32.90
SEWER	18500		23300	4800	\$48.63

Payments made after preparation of this invoice will not be reflected on past due amounts shown above.

IMPORTANT INFORMATION
PAYMENT IS DUE EVERY MONTH. FAILURE
TO RECEIVE THE BILL DOES NOT EXCUSE
NON-PAYMENT & SERVICE MAY BE
DISCONTINUED.

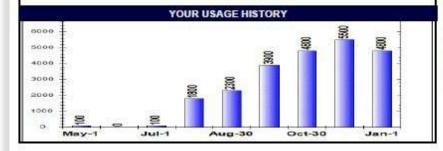
LATE PAYMENT INFO	ORMATION
AMOUNT DUE IF PAID AFTER 5:00 PM ON 01/30/2020 Includes Penalty	\$89.68

Past Due Balance amounts may incur additional fees & disconnection of service if not paid immediately.

Visit us on the web at http://www.woodstockga.gov

Click on "Pay Online" and "Water Account" to view your account and pay online.

For Woodstock Towne Hall News click on "Living" and "Towne Hall News".



Pay on line at www.woodstockga.gov

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



Woodstock, GA 30188-3698

SAMPLE

ON AUTO DRAFT

BILL DATE ACCOUNT NUMBER		DATE DUE BY
01/13/2020 47486		01/30/2020
SER	TOTAL DUE	
500 KENNEL RD.		\$81.53
AMOUNT DUE IF PAID AFTER 5:00PM ON 01/30/2020 (Includes Penalty)		\$89.68

Amount Enclosed \$

Please remit and make checks in US funds payable to:

City of Woodstock 12453 Hwy 92 Woodstock, GA 30188-3698

WOODSTOCK, GA 30189



Water Usage Basics

You can always check the accuracy of your bill by comparing the readings on your statement to the readings you record from the meter. The meter numbers are constantly changing, so it is important to consider the date and time of your readings compared to the Water Department. We usually read meters on the 1st day of the month, between 4am and noon for automated readings, then over the next few days for manual readings.

Water meters are extremely accurate. These are simplistic mechanical devices that use an internal water flow signal to turn the meter numbers as water passes through the meter. There is no physical way for the signal to turn faster than the water flows. If you question the accuracy of your meter, you are welcome to conduct a self-test, by filling a 10 gallon water bucket and comparing the readings before and after.

The biggest concern for customers usually involves leaks. Leaks represent the most prevalent waste of water and unnecessary expense for customers. It is important to remember that water is often leaked or wasted without the knowledge of the resident. The word "leak" here is not meant to imply water is spilling on your floor and needs to be mopped up. Sometimes leaks are difficult to see or hear. The generic Leak Test is to turn off all water devices in your home and on your property, then go observe the meter. If the white or red triangle is moving, that means water is still flowing into your system and you probably have a leak.

If you determine you do have a leak, the next step is to identify the source of the leak and fix it. Most frequently, small leaks are usually associated with toilets and faucets, while larger leaks are often found in the underground lines between the meter and your residence (tree roots are usually the cause). Other common leak sources include irrigation systems and Temperature-Pressure Relief Valves (note: this is not the PRV or Pressure Reduction Valve).

These are some general trends, but leaks can occur in a wide variety of ways. Many homes have an emergency water cut-off valve in or near the home that can be used to help narrow down the location of the leak. If you turn off the water at that point and the white or red triangle of the meter is still spinning, then the leak is almost certainly between that point and the meter, not within the house. If turning off the emergency shut-off valve stops the white or red triangle from spinning, then the leak is almost certainly within the home. Customers generally attempt to identify and fix leaks themselves or by using a plumber. Either way, it is usually advisable to take action. Even a small leak can expand and begin consuming expensive amounts of water. Do not be fulled into complacency simply because you cannot see a leak with your own eyes; leaks frequently occur in places or at times when they are not readily apparent. Customers are responsible for all water that passes through the meter, even if it is wasted in a leak just a few feet away from the meter.

Paying Your Water Bill Online

To make your monthly payment online, please visit www.accessmygov.com. If Woodstock, GA is not shown in the upper left-hand corner of the page, please click on the large green checkmark at the top of the page to choose the appropriate City and State. Once the correct municipality is chosen, you will see "City of Woodstock" located in the upper left-hand corner of the screen. When searching for your account, you can simply search by your account number. We suggest saving this page to your favorites menu, as the next time you navigate here, Woodstock, GA will already be chosen as the default municipality.

At the top of the screen, just below "City of Woodstock", is a search bar. To the left of that search bar is the search criteria drop down menus. Please be sure that you are searching "Utility Billing" by "Account Number" NOT "All Records" by "Address". You may then type in the 5-digit account number and click search. The account name should then appear. You can then click on the account name to view your profile. Your online profile will allow you to make a payment, view your current balance, view your previous payments, etc.



Office Hours: Monday - Friday 8:00 am - 5:00 pm For inquiries, please call: (850) 871-8000



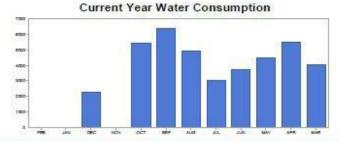
Pay on-line, 7 days a week, 24 hours a day using your debit/credit card or ACH debit.

Scan the QR code or visit www.cityofcallaway.com and click on "utility payments." (Service fees will apply)

CUSTOMER NUMBER	36912-000
CUSTOMER NAME	Sample, Joe
BILLING PERIOD	2/1/2019 to 2/28/2019
PREVIOUS BALANCE	\$30.32
PAYMENTS APPLIED	\$0.00
BALANCE FORWARD	\$30.32
ADJUSTMENTS	\$0.00
CURRENT CHARGES	\$52.57
AMOUNT DUE >>	\$82.89
DUE DATE >>	3/15/2019

Water Consumption	\$0.00
Water Base Charge	\$14.21
Sewer Consumption	\$0.00
Sewer Base Charge	\$38.36
Solids Monthly Charge	\$0.00
Гах	\$0.00
rrigation Consumption	\$0.00
Penalty	\$0.00
Stormwater	\$0.00
Misc. Charges	\$0.00
Total Current Billing	\$52.57
Total	\$82.89

PREVIOUS	READING	CURRENT	READING	
DATE	READING	DATE	READING	USAGE
1/17/2019	144080	2/11/2019	144060	0



The City of Callaway has not charged flat rates since the September 2018 billing. As of January 1, 2019 flat rates were reinstated and are reflected on this hill.

Please note that the current bill is due March 15th and late fee penalties will be applied to any outstanding balance due on March 16th. A Disconnects fee of \$25 will be applied to accounts with outstanding balances after March 25th and water will be shut off if bills are not paid on time.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT TO INSURE PROPERT CREDIT TO YOUR ACCOUNT - RETAIN TOP PORTION FOR YOUR RECORDS.



Callaway Utility Billing 6601 E Highway 22 Callaway, FL 32404-9542 Address Service Requested

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1 1 SP 0.500 Joe Sample

369 Main Road Virginia Beach VA 23451-2238 CUSTOMER NUMBER 36912-000

CUSTOMER NAME Joe Sample

SERVICE ADDRESS 123 Old Main St

AMOUNT DUE >> \$82.89

DUE DATE >> 3/15/2019

PLEASE MAKE CHECKS PAYABLE TO:

City of Callaway 6601 E Highway 22 Callaway, FL 32404-9542

City Commission Meeting

The city of Callaway Commission Meeting are now being live-streamed and can be accessed thereafter On-Demand! Commission Meetings are on the 4th Tuesday of the month preceded by a Commission Workshop the Monday before. Also, all meetings of Advisory Boards, i.e., Code enforcement, Planning, etc., will also be available for viewing, during the meetings as well as anytime afterward with On-Demand. The link is on the Meeting and Agendas page of the City's Website. Should you have any questions please contact Janice L. Peters, City Clerk at 850-215-6694. If any citizen would like to serve on the City's Advisory boards as a volunteer please contact City Clerk at 850-215-6694.

Ordinance No.968 - Trash Time and Placement

In an effort to help reduce the number of issues caused from leaving garbage by the street for extended periods of time, the City Commission passed Ordinance No. 968 to regulate how and when items may be set out for collection. Residents shall not place garbage containers by the street for collection by 12:00 PM on the day before the designated collection day. The garbage containers shall be removed within 24 hours after collection. Garbage must be placed securely in metal or hard plastic cans with a lid or top. Residents shall not place trash/debris piles by the street for collection before 12:00 PM on the Saturday before designated collection day. All restrictions on construction and demolition debris, and bulk remain in effect.

Donations

The City of Callaway is asking for Donations to help maintain and improve its parks. A recommended donation of \$10, \$25, or \$50 is being asked, however any amount would be appreciated. Please submit, by separate check, any donation to City of Callaway 6601 E Hwy 22 Callaway FL 32404, Attention Park Donation.

Utility Service

If your bill is not paid on the 15th of the month by 5pm, a 10% late penalty will be added to your account. Your total bill must be paid on or before the 25th of the month by 5pm to avoid interruption of service. A \$25 disconnect fee will be added to all account balances not paid in full by 5pm on the 25th of the month. If billing due date falls on date City Hall is closed payment must be made on the next business day. If services are disconnected and your deposit does not meet the minimum required deposit of \$250, an additional deposit may be required. Payments are due by specified due dates, if payment is not made within timely manner and services are interrupted, upon receipt of full payment due services will be restored next business day. There are no after hours, weekend or holiday connections or reconnections. All correspondence and Utility disputes should be submitted in writing to City of Callaway 6601 E Hwy 22 Callaway, FL 32404.



Your water and sewer services statement has a NEW LOOI

You will notice your monthly billing statement has changed. We haven't changed the content of your statement, but have improved the layout making your statement easier to read and understand, so you know what's due on your account and when. The back of the bill provides useful information related to payment options, contact information and general rules concerning your utility service.



Town of Lantana 500 Greynolds Circle Lantana, FL 33462-4544

about your bill? JOHN SMITH 123 MAIN STREET LANTANA FL 33452-3027 information is located where it is easy to find. You can find After hours water or se (561) 540-5780 additional information on

Customer Service: Town Hall: Monday - Friday 8:30 AM - 4:30 PM (561) 540-5020

1234-5678 3/23/16 PREVIOUS BALANCE \$0.0 \$152 TOTAL DUE \$152 **DUE DATE** 4/07 AMOUNT DUE IF PAID AFTER \$177.1 4:00 PM ON 4/15/2016 SHUT OFF DATE 4/19/2016

List of the 4 convenient ways to pay your bill.

Pay your bill By Mail: Using remittance stub at bottom in Person: Town Hall - 800 Greynolds Circle Online: www.laniana.org (Seet will apply) By Phone: (856) 739-0471 (Feet will apply)

Your account summary information is easy to find at the top of your statement for quick reference. Here you will find what you exactly owe and when it is due.

50 B

IMPORTANT INFORMATION

JOIN US FOR BARK IN THE PARK SUNDAY APRIL 17 (\$\frac{10}{20}\) NCON, TALENT CONTEST, ADOPTIONS, PRIZES & MORE! MADDOCK PARK, 1200 W DREW STREET, LANTANA PLEASE CALL/961-54D-5000 FOR MORE INFORMATION

Important town news will appear in this area.

Meter Number has been included for each metered service.

the back of the

Have questions

Contact

Itemized listing of consumption and base charges for water and sewer to show how charges are calculated.

		SERVICE ACCRES	9		
		123 MAIN STREET	Г		
METER NUMBER	CURRENT READING	CURRENT READ DATE	PREVIOUS READING	PREVIOUS READ DATE	DAYS IN CYCLE
12345676	3521	3/11/16	3519	2/11/16	29
	DETAI		(ARGES		
SERVICE		CONSUMPTION		CHARG	8
ER ER ITILITY TAX		2 00 2 00		\$74.5	2
	NUMBER 12345676 SERVICE ER	METER CURRENT NUMBER READING 12345670 3521 DETAI SERVICE ER	123 MAIN STREET	NUMBER READING READ DATE READING	123 MAIN STREET

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT PLEASE WRITE YOUR ACCOUNT MAYBER ON YOUR OWECK



Lantana FL 33463-4544

ADDRESS SERVICE REQUE

JOHN SMITH 123 MAIN STREET LANTANA FL 33462-3027 Please remember to not send cash. Only check or money orders are safe methods of payment and accepted through the mail.

CCOUNT NUMBE DUE DATE 1234-5878 4/07/16 \$152.95

DO NOT SEND CASH THROUGH THE MAIL

Please remit and make checks in US funds payable to: TOWN OF LANTANA 500 GREYNOLDS CIRCLE LANTANA FL 33462-4544 դրատեսորիկվիրոյը, փիրարիկությանը

To help process your payments quickly and accurately, the tear off return payment coupon is located at the bottom of your statement. Your coupon needs to accompany your payment helping ensure proper credit to your account.

	FY2021	FY2021	FY2022	FY2022	FY2023	
Description	Budget	Actual	Budget	Estimate	Recommend	Comments
GENERAL FUND - REVENUE						
1 Real Property Tax-Current Yr.	110,000	135,958	130,000	130,000	135,000	
2 Property Tax - Prior Year	5,000	2,582	3,000	2,916	3,000	
3 Motor Vehicle Ad Valorem	21,000	3,217	2,500	2,897	2,500	
4 Motor Vehicle TAVT	45,000	169,705	65,000	182,452	170,000	
5 AAVT Alternative		272				
6 Intangible Tax	3,000	8,614	4,000	6,887	7,000	
7 Real Estate Transfer	1,000	3,121	1,500	4,203	2,000	
8 Electric Franchise Tax	2,200	2,137	2,000	2,000	2,200	
9 Gas Franchise Tax	12,000	14,164	14,000	16,040	14,000	
10 TV Cable Franchise Tax	28,000	34,569	30,000	41,540	35,000	
11 Telephone Franchise Tax	4,500	6,881	5,000	6,647	6,000	
12 LOST Sales & Use Tax	360,000	547,242	425,000	577,156	562,000	Reflects sales tax growth in Newton County.
13 General Occupational Tax	11,500	11,123	11,500	11,500	11,000	Business License payments.
14 Insurance Premium Tax	161,000	170,823	175,000	176,167	170,000	One check per year, based on population.
15 Penalty/Interest on Del Taxes	1,300	1,207	1,000	627	1,000	
16 General Building Permits	1,500	23,507	10,000	4,451	5,000	FY 21 = Emory Bldg Permits
17 Misc. Income	15,000	58	1,000	48	500	
18 Direct Federal Grants	0					
19 State Grants	0	2,779				
20 Intergovernmental Revenues	26,000	25,191	25,000	25,191	25,000	Local Maintenance Improvement Grant (LMIG).
21 Printing/Duplicating Service	200	136	200	85	100	
22 Election Qualifying Fees	1,200		850	0	0	
23 Cemetery Fees	2,000	10,030	2,000	7,600	5,000	
24 Bad Check Fees	1,000	180	500	253	500	
25 Fines & Forfeitures	80,000	77,162	85,000	68,685	75,000	
26 Interest Revenues	30,000	4,214	5,000	2,992	5,000	Reflects a decrease in interest rates.
27 Contributions from Private Sources	0		0		500	most commonly comes from film donations
28 Rents and Royalties	1,500	4,600	3,000	5,067	5,000	
29 Lease Agreement Income	31,710	31,710	31,710	31,710		810 Whatcoat Building Lease - Oxford College
30 Lease - Verizon	27,154	28,007	28,007	28,528	28,000	Water Tower Antenna - Verizon Wireless
31 Misc. Revenue			4,256		500	
32 Insurance Credits	0	2,649	702			
33 Refunds	0	3,061				
34 Book Sales	0	40				
35 Proceeds-Dispose of Assets	1000	0	1,000	0		

			FY2021	FY2021	_	FY2022	FY2023	
	Description		Budget	Actual	Budget	Estimate	Recommend	Comments
Γ		REVENUES TOTAL	\$983,764	\$1,324,939	\$1,067,725	\$1,335,641	\$1,302,510	

		FY2021	FY2021	FY2022	FY2022	FY2023	
	Description	Budget	Actual	Budget	Estimate	Recommend	Comments
GEN	IERAL FUND - EXPENDITURES						
CIT	Y COUNCIL						
1	Regular Employees	34,800	30,000	34,800	30,000	34,800	six @ \$4,800/yr + mayor @ \$6,000/yr = \$34,800
2	Social Security (FICA)	2,662	2,295	2,662	2,295	2,662	
3	Liability Insurance	10,000	9,376	10,000	11,000	10,700	Annual bill in April.
4	Education & Training	3,750		3,750	1,108	2,500	
5	Computers	0		0	0	0	
6	Reg Employees - Election	0		0	0	0	
	SUBTOTAL	\$51,212	\$41,671	\$51,212	\$44,403	\$50,662	

	FY2021	FY2021	FY2022	FY2022	FY2023	
Description	Budget	Actual	Budget	Estimate	Recommend	Comments
GENERAL GOVERNMENT						
1 Regular Employees	230,444	214,547	241,647	266,684	302,682	
2 Overtime	6,000	2,115	5,000	3,943	5,000	
3 Group Insurance	58,673	51,012	61,250	44,403	60,000	Health and Life Insurance
4 Social Security (FICA)	18,088	16,629	18,945	20,711	23,155	
5 Retirement Plan Expense	20,500	19,089	20,000	17,277	20,000	
6 Retirement Cont. (DC) 401	10,253	8,744	10,771	8,060	18,161	6%
7 Workers' Comp Insurance	1,000	713	1,000	1,119	1,500	
8 Unemployment Payments	2,000		2,000	0	2,000	
9 Professional	80,000	81,361	100,000	92,420	125,000	City Attorney, CPA Firm, Audit Services, Tax Assessor's Office, PM
10 Code Enforcement Services	5,000		5,000	0	6,000	Contract with Bureau Veritas
11 Building Permit (BV)	11,250	6,271	7,500	4,689	7,500	Contract with Bureau Veritas
12 Fire Services - Newton County	29,000	28,870	31,000	34,641	40,000	.892 mills + 50%
13 Technical Purchased Service	45,000	45,275	50,000	56,399	55,000	
14 Repairs & Maintenance	20,000	20,846	20,000	35,116	30,000	
15 Whatcoat Building Maintenance	5,000	13,421	10,000	0	10,000	
16 YH Welcome Center	5,000	650	5,000	0	0	
17 Equipment Leases and Rentals	0	206	1,300	411	1,300	Lease for new copier at City Hall
18 Liability Insurance	11,000	5,692	9,000	11,000	9,600	
19 Telephone - Postage	25,500	22,377	25,500	22,992	26,000	
21 Advertising & Promotions	7,000	9,189	8,000	5,635	10,000	
22 July 4th Parade Expenses	6,000	0	6,000	137	6,000	
23 Dues & Fees	9,000	8,483	9,000	8,777	12,000	
24 Education & Training	7,500	2,822	7,500	3,420	6,500	
25 Supplies & Materials	24,000	15,231	20,000	11,389	17,000	
26 Energy - Utilities	16,000	15,134	16,000	14,481	17,000	
27 Small Equipment Under \$5,000	5,000	150	5,000	4,101	4,000	
28 Computer Upgrades	0		0	0	4,000	
29 Furniture and Fixtures	0	0	0	0	2,500	
30 Other/Meetings & Events	5,000	488	5,000	1,749	3,000	
31 Contingency - General	25,348	1,101	17,397	0	10,000	
32 Contingencies - cash over & short	200	140	200	293	500	
SUBTOTAL	\$688,755	\$590,556	\$719,010	\$669,848	\$835,399	

	FY2021	FY2021	FY2022	FY2022	FY2023	
Description	Budget	Actual	Budget	Estimate	Recommend	Comments
COURT						
1 Contract - Judge	5,000	5,000	5,000	5,000	6,250	25% increase
2 Contract - Public Defender	500	0	500	0	625	
3 Contract - Solicitor	4,800	3,400	4,800	4,800	6,000	
4 Education - Clerk	1,000	0	1,000	1,188	1,500	
5 Education - Judge	1,200	387	1,200	1,200	750	
6 Contract - Translator	200	0	200	0	500	
SUBTOTAL	\$12,700	\$8,787	\$12,700	\$12,188	\$15,625	
POLICE DEPARTMENT						
1 Regular Employees	178,768	119,285	185,344	136,965	233,977	Includes four (4) full-time officers, including the Chief
2 Overtime	10,000	10,899	10,000	11,857	10,000	
3 Group Insurance	30,801	21,359	38,203	20,219	25,000	Health and Life Insurance
4 Social Security (FICA)	14,441	13,130	14,944	11,385	17,899	
5 Retirement Cont. (DC) 401	9,711	8,152	10,081	4,129	14,039	6%
6 Workers' Comp Insurance	6,500	6,887	8,000	7,216	8,000	
7 Tech Purch Serv/Courtware	11,000	11,874	11,000	6,335	14,400	
8 Veh & Equip Repairs & Maint	10,000	12,969	10,000	4,044	15,571	
9 Liability Insurance	12,000	16,602	15,500	12,000	16,100	
10 Telephone-Postage	5,500	4,890	5,500	4,928	5,480	
11 Dues & Fees	250	100	200	167	200	
12 Education & Training	2,000	2,103	2,000	1,787	3,000	
13 Subpoena fee	200		200	0	400	
						Increased volume of inmates brought in by city
14 Prisoner Housing & costs	13,000	420	13,000	2,940	13,000	police officers.
15 Supplies & Materials	5,500	2,274	5 <i>,</i> 500	4,744	6,000	
16 Gasoline	10,000	8,751	10,000	4,359	10,000	
17 Small Equipment Under \$5,000	5,000	6,041	5,000	6,287	5,000	
18 Computer Upgrades	6,500	6,283	0	0	5,000	
19 Uniforms	5,000	1,730	5,000	1,427	5,000	
20 Training funds - Payable	25,000	25,071	25,000	18,873	25,000	
21 E-911 Center	25,000	16,113	25,000	21,604	25,000	
SUBTOTAL	\$386,170	\$294,933	\$399,472	\$281,265	\$458,066	

	FY2021	FY2021	FY2022	FY2022	FY2023	
Description	Budget	Actual	Budget	Estimate	Recommend	Comments
STREET DEPARTMENT			-			
						Allocating 1/3 of meter reader; 3/5 of groundskeepers
1 Regular Employees-Street	46,641	41,069	48,171	33,448		(2); 1/5 refuse collection worker
2 Overtime	2,000	649	2,000	847	1,500	
3 Employee Insurance	18,465	14,184	22,890	6,809	20,000	Health and Life Insurance
4 Social Security (FICA)	3,721	3,191	3,839	2,624	5,563	
5 Retirement Cont. (DC) 401	2,798	1,984	2,891	1,132	4,363	6%
6 Workers' Comp Insurance	4,000	3,727	5,000	3,188	4,000	
7 Professional (Arborist)	0			1,088	1,500	
8 Professional - Engineering	3,000	3,875	5,000	160	6,000	
9 Veh & Equip Repairs & Maint	12,000	13,674	12,000	14,144	15,000	
10 Dues and Fees	0	50	100	50	100	
11 Education & Training	500		500	0	500	
12 Contract Labor	13,104	9,455	12,000	16,188	0	Temporary help
13 Supplies & Materials	15,000	10,078	15,000	9,273	15,000	
14 Gasoline/Diesel	5,500	2,635	3,500	2,567	4,000	
15 Small Equipment Under \$5,000	1,500	664	1,500	347	1,500	
16 Uniforms	2,500	1,956	2,000	1,284	2,000	
17 Stormwater Management	5,500	3,500	5,500	0	5,500	KCNB Contract - \$2,000
18 City Tree Removal	25,000	24,950	25,000	24,000	25,000	Trees continue to decline
19 City Trail Maintenance	0			3,133	0	See Parks and Rec Budget
20 Sidewalks	3,000		3,000	0	3,000	
21 Property Claims <\$1,000	0	742	1,000	160	1,000	
22 Street Repairs	0	0	0	0	10,000	
SUBTOTAL	\$164,228	\$136,383	\$170,891	\$120,442	\$198,242	
CEMETERY			•			•
1 Cemetery Found. Maint. Suppl.	5,000	5,000	5,000	5,000	5,000	

	FY2021	FY2021	FY2022	FY2022	FY2023	
Description	Budget	Actual	Budget	Estimate		
2 Tree Removal/Planting	5,000	4,800	5,000	4,800	5,000	
SUBTOTAL	\$10,000	\$9,800	\$10,000	\$9,800	\$10,000	
PARKS AND RECREATION DEPARTMENT						
1 Regular Employees - Parks & Rec.	21,608	15,945	22,149	4,241	41,707	Allocating 2/5 of groundskeepers (2)
2 Overtime	500	39	500	0	500	
3 Group Insurance	8,580	5,332	11,520	1,351	6,000	Health and Life Insurance
4 Social Security (FICA)	1,691	1,223	1,733	324	3,191	
5 Retirement Cont. (DC) 401	1,296	838	1,329	112	2,502	6%
6 Workers' Comp Insurance	600	645	800	895	1,000	
7 Professional (arborist)	700	694	700	300	700	
8 Veh & Equip Repairs & Maint	1,000		1,000	0	1,000	
9 Contract Labor - Temporary Help	5,300	4,067	5,000	8,188	0	
10 Supplies & Materials	10,000	1,589	5,000	1,347	10,000	
11 Energy - Utilities	10,000	4,453	7,000	4,973	7,000	Utilities for Asbury Street Park
12 Gasoline/Diesel	500	408	300	767	800	
13 Small Equipment Under \$5,000	1,000		1,000	0	1,000	
14 Uniforms	1,000	775	800	331	800	
15 Tree Board	10,000	6,806	15,000	10,951	15,000	Includes expenses for Arbor Day

		FY2021	FY2021	FY2022	FY2022	FY2023	
	Description	Budget	Actual	Budget	Estimate	Recommend	Comments
16	City Park and Trail Maintenance	25,000	20,276	25,000	8,600	30,000	Includes landscape maintenance contract for Asbury
	SUBTOTAL	\$98,776	\$63,090	\$98,831	\$42,379	\$121,200	
WA	TER & SEWER FUND - REVENUES			•			
1	Water Charges/Sales	446,606	517,724	510,000	567,356	565,000	
2	Water Tap Fees	10,000	8,853	10,000	10,000	4,000	
3	Sewer Charges/Sales	195,000	260,522	260,000	259,599	250,000	0
4	Sewer Tap Fees	10,000	14,400	10,000	10,000	4,000	
5	Hydrant Meter	500	3	500	441	500	
6	Interest Revenues	0	212	500	151	300	
7	Miscellaneous Income			0		0	
8	Refunds	0	760	1,000	0	0	
	TOTAL REVENUES	\$662,106	\$802,474	\$792,000	\$847,547	\$823,800	
WA	TER & SEWER FUND - EXPENDITURES						
1	Regular Employees	40,734	36,394	41,191	26,988	63,661	Allocating 1/3 of meter reader
2	Overtime	3,000	2,067	3,000	748	3,000	
3	Employee Insurance	14,084	12,914	14,090	4,628	16,000	Health and Life Insurance
4	Social Security (FICA)	3,346	2,910	3,381	2,120	4,870	
5	Retirement Cont. (DC) 401	2,444	1,702	2,472	229	3,820	
6	Workers' Comp Insurance	4,000	3,639	4,000	4,475	4,200	6%
7	Legal & Professional	3,900	8,300	3,900	1,411	6,000	
8	Sewer Treatment Fees	88,563	123,448	117,000	147,717	140,000	2.2% increase from the NCWSA
9	Veh & Equip Repairs & Maint	0	13,222	0	8,111		Split into four accounts below:
10	Service Contracts	17,000	14,893	13,200	17,407	17,000	Contract for Water Tank Maintenance
11	Building Repairs	2,000		2,000	0	2,000	
12	Equipment Repair and Rental	1,500		1,500	0	2,000	
13	Vehicle Repairs	300		300	0	1,000	
14	Liability Insurance	1,100	974	1,400	393	3,200	
15	Telephone-Postage	1,500	841	1,500	620	1,500	
16	Dues & Fees	2,300	1,175	2,300	1,432	2,000	
17	Education & Training	3,400	2,205	4,400	2,159	3,400	New employee to maintain W/S license
18	Contract Labor	15,000	8,655	15,000	35,269	30,000	
19	Materials & Supplies	22,000	23,452	21,000	14,101	22,000	
20	Energy - Utilities	2,500	1,970	2,500	1,581	2,500	
	Gasoline/Diesel	4,000	4,325	3,800	2,797	4,000	
22	Water for Resale	164,000	195,991	195,000	187,673	200,000	2.2% increase from the NCWSA

		FY2021	FY2021	FY2022	FY2022	FY2023	
	Description	Budget	Actual	Budget	Estimate	Recommend	Comments
23	Small Equipment Under \$5,000	3,000	429	3,000	0	3,000	
24	Uniforms	2,800	2,500	2,600	880	2,500	
25	Property Claims <\$1,000	0	333	1,000	0	1,000	
26	Depreciation Expense	208,326	212,419	215,450	72,288	216,480	
27	Bad Debt Expense	7,440	0	7,440	0	8,000	
28	Contingency	3,750	0	6,266	0	10,000	

	FY2021	FY2021	FY2022	FY2022	FY2023	
Description	Budget	Actual	Budget	Estimate	Recommend	
29 GEFA Loan Interest Payback	4,120	3,722	3,310	3,360	4,300	Emory Street Sewer Project
TOTAL EXPENDITURES	\$626,106	\$678,479	\$692,000	\$536,388	\$777,430	
ELECTRIC FUND - REVENUES						
1 Electric Sales	2,049,041	2,270,668	2,453,788	2,449,164	2,500,000	% revenue
2 Penalties After the 15th	90,000	55,706	60,000	76,433	60,000	
3 Service Charges	5,000	4,250	4,000	8,067	5,000	
4 Online Bill Pay Convenience Fee	0	13,870	0	16,071	17,000	Fees to pay bills online.
5 Interest Revenue	100	97	150	104	100	
6 MCT Dividends	4,000	72	500	-1,551		
7 Other - Rebates	60,000	76,332	60,000	88,092	80,000	Year-End Settlement from MEAG & off-systems sales
8 Reimbursement - Property Damage		5,250				
9 Refunds		293				
TOTAL REVENUES	\$2,208,141	\$2,426,537	\$2,578,438	\$2,636,380	\$2,662,100	
ELECTRIC FUND - EXPENDITURES			•	•		
1 Regular Employees	117,900	120,425	123,869	126,467	160,495	Allocating 1/3 of meter reader
2 Overtime	5,000	1,412	4,000	3,992	6,000	
3 Employee Insurance	32,867	28,851	32,910	21,661	36,000	Health and Life Insurance
4 Social Security (FICA)	9,402	9,192	9,860	9,980	12,278	
5 Retirement Plan Expense	48,176	130,899	49,417	44,427	49,400	
6 Retirement Cont. (DC) 401	558	341	1,000	351	9,630	6%
7 Workers' Comp Insurance	2,000	1,160	1,500	1,343	2,000	
8 ECG Professional Services	63,000	59,235	64,000	61,044	64,000	ECG fees are shown separate from power costs.
9 Veh & Equip Repairs & Maint	7,200	9,761	7,200	5,488	7,200	
10 Power line Tree Trimming	35,000	26,893	35,000	9,105	45,000	
11 Liability Insurance	8,500	7,618	8,500	9,000	9,200	
12 Telephone-Postage	9,000	7,433	9,000	3,733	9,000	
13 Dues & Fees	1,000	200	300	500	750	
14 Online Bill Pay Merchant Fee	0	15,960	13,000	19,408	18,000	Cost to the provider for online bill pay.
15 Linemen Training	6,000	518	6,000	617	6,000	
16 Education & Training	0		5,000	0	3,000	CDL Class A Certification Class
17 Contract Labor	10,000	8,609	10,000	22,911	20,000	
18 Supplies & Materials	16,000	10,552	16,000	16,243	18,000	
19 Energy/Utilities	7,500	5,918	6,500	5,615	7,500	
20 Gasoline/Diesel	6,500	5,255	5,500	4,472	6,500	
21 Electricity Purchased	1,310,948	1,266,827	1,278,232	1,318,004	1,400,000	% revenue

		FY2021	FY2021	FY2022	FY2022	FY2023	
	Description	Budget	Actual	Budget	Estimate	Recommend	Comments
22	Small Equipment Under \$5,000	2,500	1,400	2,500	0	2,500	
23	Uniforms	5,000	4,753	5,000	4,149	5,000	
24	Street Lights	2,300		2,300	0	2,000	
25	Depreciation	93,185	94,024	93,760	31,292	94,671	

		FY2021	FY2021	FY2022	FY2022	FY2023	
	Description	Budget	Actual	Budget	Estimate	Recommend	Comments
26	Bad Debt Expense	27,540	-12,968	15,000	-1,751	15,000	
27	Contingency	8,066		5,090	0	10,000	
	TOTAL EXPENDITURES	\$1,835,141	\$1,804,268	\$1,810,438	\$1,718,051	\$2,019,123	
SAN	NITATION FUND - REVENUES						
1	Refuse Collection Charges	169,500	172,618	169,500	173,147	169,500	
2	Sale of Recycled Materials	100	640	100	0	100	
3	Miscellaneous Income	0	0	0			
	TOTAL REVENUES	\$169,600	\$173,258	\$169,600	\$173,147	\$169,600	
SAN	ITATION FUND - EXPENDITURES						
1	Regular Employee - Sanitation	20,821	18,251	21,875	22,576	29,710	Allocating 4/5 of refuse collection worker
2	Overtime	500		500	0	500	
3	Group Insurance	8,444	7,922	8,445	7,171	8,500	
4	Social Security (FICA)	1,631	1,375	1,593	1,727	2,273	
5	Retirement Cont. (DC) 401	1,249	683	1,219	760	1,783	6%
6	Workers' Comp Insurance	600	658	600	558	700	
7	Disposal Services-Landfill Fees	8,000	11,219	10,000	11,272	13,500	
8	College Walk Dumpster Fees	6,700	6,692	6,700	5,333	7,000	
9	Vehicle & Equip Repairs & Maint	5,000		5,000	0	5,000	
10	Liability Insurance	3,000		500	0	1,000	
11	Contract Labor	20,966	13,414	15,000	14,903	17,000	Temporary help
12	Contracted Garbage Pickup	89,000	88,334	89,000	79,243	89,000	
13	Dues & Fees	500	150	500	0	500	
14	Supplies & Materials	6,500	6,044	6,500	139	6,500	
15	Gasoline/Diesel	3,000	1,888	3,000	3,732	4,500	
16	Small Equipment Under \$5,000	1,000		1,000	0	1,000	
17	Uniforms	1,000	439	1,000	912	1,000	
18	Bad Debt Expense	4,700	23	4,700	0	1,000	

		FY2021	FY2021	FY2022	FY2022	FY2023	
	Description	Budget	Actual	Budget	Estimate	Recommend	Comments
1	9 Contingency	1,989		2,468	0	3,000	
	TOTAL EXPENDITURES	184,600	\$157,092	\$179,600	\$148,325	\$193,465	

General Fund

General Fund					
Revenues	983,764	1,324,939	1,067,725	1,335,641	1,302,510
Prior Year Unassigned F. Balance	100,000		100,000		0
Transfers from W&S	36,000		36,000		46,370
Transfers from Electric	358,000		358,000		364,180
Transfers from Sanitation	0		0		0
General Fund Revenues	1,477,764	1,324,939	1,561,725	1,335,641	1,713,060
Expenditures					
City Council	51,212	41,671	51,212	44,403	50,662
General Government	688,755	590,556	719,010	669,848	835,399
Court	12,700	8,787	12,700	12,188	15,625
Police Department	386,170	294,933	399,472	281,265	458,066
Street Department	164,228	143,075	170,891	125,775	198,242
Parks and Recreation Department	98,776	63,090	98,831	42,379	121,200
Cemetery	10,000	9,800	10,000	9,800	10,000
Transfers to Capital Fund	0				0
Transfer to Sanitation Fund					23,865
General Fund Expenditures	1,411,842	1,151,911	1,462,117	1,185,658	1,713,060
General Fund BALANCE	65,922	173,028	99,608	149,984	0
Water & Sewer Fund					
Revenues	662,106	802,474	792,000	847,547	823,800
Expenditures	626,106	678,479	692,000	536,388	777,430
Transfers to G/F	36,000		36,000		46,370
Transfers to Capital Fund	0		0		0
W & S Fund Expenditures	662,106	678,479	728,000	536,388	823,800
W & S Fund BALANCE	0	123,995	64,000	311,159	0
Electric Fund					
Revenues	2,208,141	2,426,537	2,578,438	2,636,380	2,662,100
Expenditures	1,835,141	1,804,268	1,810,438	1,718,051	2,019,123
Transfers to G/F	358,000		358,000		364,180
Transfers to Capital Fund	0		0		278,797

Description	FY2021 Budget	_	_		
Transfers to Sanitation	15,000		15,000	0	
Comp Trust transfer to Capital	0		0	0	

	FY2021	FY2021	FY2022	FY2022	FY2023	
Description	Budget	Actual	Budget	Estimate	Recommend	Comments
Electric Fund Expenditures	2,208,141	1,804,268	2,183,438	1,718,051	2,662,100	
Electric Fund BALANCE	0	622,270	395,000	918,329	0	

Sanitation Fund

Revenues	184,600	173,258	184,600	173,147	169,600
Transfers from G/F					23,865
Sanitation Fund Revenues	184,600	795,528	579,600	1,091,476	193,465
Expenditures	184,600	150,400	179,600	142,991	193,465
Transfers to G/F	0		0		0
Transfers from Electric	15,000		15,000		0
Sanitation Fund Expenditures	184,600	150,400	179,600	142,991	193,465
Sanitation Fund BALANCE	0	22,858	5,000	30,155	0

ALL FUNDS TOTAL

Revenues	4,532,611	4,553,950	5,116,763	4,819,568	5,392,425
Expenditures	4,466,689	3,634,659	4,553,155	3,440,096	5,392,426
Balance	65,922	919,292	563,608	1,379,472	-1

FY2023 Capital Budget

Buritan Barratatan		FY202	23			
Project Description	City Funds	External Funds	SPLOST 2017	Subtotals	Comments	
General				108,333		
City Limit Monument Sign and Landscape Improvements	60,000			60,000	\$60K budgeted each year (FY20-22); covered by unrestricted funds in capital account	
Wayfinding Plan and Implementation	50,000				Covered by unrestricted funds in capital account	
Electric Vehicle Charging Stations (2)	15,000			15,000	\$12-24K budgeted each year (FY19-22); covered by unrestricted funds in capital account	
Finance Software Upgrade	33,333			33,333	Share of \$99K to upgrade software; covered by unrestricted funds in capital account	
Parks, Landscapes, and Recreation				2,565,000		
Dried Indian Creek Restoration and Greenway Trail	250,000	1,900,000		2,150,000	\$250K covered by unrestricted funds in capital account; \$900K Congressional; \$1M GOSP grant	
Coke Street Trail from Watson to Richardson Street	400,000			400,000	Preliminary plan complete; design/engineering and construction remains	
Grounds Maintenance Equipment - Lawnmower	15,000			15,000	Preference to electric zero-point-turn mower with mulch guard or rear discharge	
Streets, Drains, Sidewalks, and Street Lamps				3,175,226		
Street Repairs and Resurfacing (annual schedule)	575,226	25,000		600,226	\$575,226 covered by unrestricted funds in capital account; \$25K in LMIG	
E. Clark Street Improvements	17,854		207,146	225,000	\$207K in SPLOST 2017; \$17,854 covered by unrestricted funds in capital account	
Emory Street Sidewalk (Soule to Richardson Street)	1,500,000			1,500,000	Covered by unrestricted funds in capital account	
Emory Street Sidewalk Replacement (Post Office to Soule Street)	300,000			300,000	Covered by unrestricted funds in capital account	
E. Soule Street Improvements (full-depth reclamation, etc.)	500,000			500,000	Covered by unrestricted funds in capital account	
Stormwater Infrastructure Improvements and Reporting	50,000			50,000	Covered by unrestricted funds in capital account	
Electric Utility				133,333		
Electric System Improvements	100,000			100,000	Covered by restricted funds in electric utility capital account	
Finance Software Upgrade	33,333			33,333	Share of \$99K to upgrade software; covered by restricted funds in electric utility capital account	
Water and Sewer Utility				1,150,381		
Water Line Replacement	238,954	878,094		1,117,048	\$878K from ARPA; \$239K from water/sewer capital account	
Finance Software Upgrade	33,333			33,333	Share of \$99K to upgrade software; covered by restricted funds in water/sewer capital account	
Police Department				50,000		
Patrol Vehicle(s)	50,000			50,000	Covered by unrestricted funds in capital account	
Downtown Development Authority				200,000		
Architecture and Engineering for Town Center Development	200,000			200,000	Covered by unrestricted funds in capital account	
TOTAL	4,422,033	2,803,094	207,146	7,382,273		

Total Covered by Unrestricted Funds in Capital Accounts	4,016,413
Total Unrestricted Funds Available as of 3/31/2022	5,406,636
Difference	1,390,222
Total Covered by Restricted Electric Capital Accounts	133,333
Total Restricted Electric Capital Funds Available (3/31/2022)	900,276
Difference	766,943
Total Covered by Restricted Water/Sewer Capital Accounts	272,287
Total Restricted W/S Capital Funds Available (3/31/2022)	1,500,424
Difference	1,228,137
Total 2017 SPLOST	207,146
Total Available 2017 SPLOST (Transportation)	207,146
Difference	-

Funds Available (as of 3/31/2022)	
Total Restricted Funds	3,703,892
Committed Funds	57,526
Assigned Funds	1,327,883
Unassigned Funds	4,021,227
TOTAL	9,110,527

2017 SPLOST Exce	ss Collections
Received (3/31)	221,240
Apr, May, Jun	149,796
Projected (6/30)	371,035
Projected (12/31)	449,387

Could be used for transportation, water/sewer, or public safety projects in FY23



Budget Calendar for FY2023

Monday, February 21, 2022 Budget forms distributed to department heads. Thursday, March 3, 2022 Department budget requests submitted to City Manager. Council work session on budget to review preliminary budget. Monday, March 21, 2022 Remind Council to begin discussion on millage rate. Discuss budget requests and revenue estimates. Sunday, April 24, 2022 Combined advertisement appears in *Covington News* for presentation to council, public hearing, and adoption. (At least a week must intervene between the ad & public hearing.) Draft budget presented at regular city council meeting -7:00 p.m. Monday, May 2, 2022 Meeting will include work session on budget (if necessary). Work session and Public Hearing - 6:00 p.m. (At least a week must Monday, May 16, 2022 intervene between the public hearing and budget adoption.) Remind Council about adopting the millage rate. Sunday, June 12, 2022 Advertise in Covington News regarding adoption of FY 2023 budget on June 22, 2022 (Covington News deadline 6/8/22 noon) Wednesday, June 22, 2022 Adopt Budget - 6:30 p.m. (Decision point if millage is to be raised.) Receive Tax Digest from County Tax Commissioner. Friday, July 1, 2022 Sunday, July 10, 2022 Five-Year History Ad with notice of Public Hearing and press release published (*Covington News* deadline 7/6/22 noon) Monday, July 18, 2022 Hold Two (2) public hearings for Council to adopt millage rate. 9 a.m. and 6 p.m. Monday, August 1, 2022 Hold final public hearing 6:30 p.m. for millage rate. Council adopts new millage rate at Regular Session Meeting at 7:00 p.m. Tuesday, August 2, 2022 Tear sheet and PT38 to Tax Commissioner. Thursday, Sept. 1, 2022 Tax Commissioner delivers report to State by this date.

Notice: If the millage rate is increased above the rollback rate, law requires (3) three public hearings and advertising seven days apart from each other prior to final adoption.

City of Oxford Invoices >=\$1,000 Paid April 27 – May 31, 2022

VENDOR	DESCRIPTION	AMOUNT
RECURRING CHARGES		
City of Oxford Utilities	March - April 2022 services	1,537.44
City of Covington	Quarterly Sewer Fees January – March 2022	9,876.00
Newton County Water &	Sewer Treatment Fees, 3/30/2022-4/28/2022	7,015.77
Sewerage Authority		
Newton County Board of	Water Purchased for Resale – March, 2022; invoice #2949 – 16,006.00	34,487.00
Commissioners	Water Purchased for Resale – April, 2022; invoice #2959 – 18,481.00	
Newton County Board of	Landfill Fees – April 2022	1,126.80
Commissioners		
Georgia Dept. of Labor	Unemployment Benefits for Quarter ending 12/31/2021 – M. Pratt	7,722.00
Georgia Municipal Association	GMEBS Life and Health Insurance Program, June 2022 Premium,	10,450.62
	invoice #323942	
Georgia Municipal Association	GMEBS Retirement, May 2022, invoice #416928	5,784.75
Southeastern Power	SEPA Energy Cost – March 2022 – invoice #B-22-1451 – 3,055.42	6,066.55
Administration (SPA)	SEPA Energy Cost – April 2022 – invoice #B-22-1721 – 3,011.13	
Municipal Electric Authority of	Monthly Electric Purchases for April 2022	83,314.71
Georgia (MEAG)		
Electric Cities of Georgia	Consulting and planning services for May 2022	5.087.00
Phoenix Personnel	Temporary Employee Charges:	2,926.18
	Week Ending 5/8/2022 – 1,428.18	
	Week Ending 5/15/2022 – 1,498.00	
IRS	Federal Payroll Taxes, April-May 2022	21,139.50
VC3 (formerly Sophicity)	Computer hardware, software, and network services,	4,946.84
	April 2022 – invoice #75805 – 2,565.26	
	May 2022 – invoice #77421 – 2381.58	
Latham Home Sanitation	Commercial Waste Removal Services April 2022	7,361.18

VENDOR	DESCRIPTION	AMOUNT
PURCHASES/CONTRACT LABOR		
Thomson-Reuters West	Real Estate update book and access to Westlaw for David Strickland	1,027.48
	for April and May 2022	
C. David Strickland, P.C.	City attorney services, April 2022	1,080.00
Jordan Engineering	Coke Street Trail Design – invoice #17102	3,630.00
Gerald Whitley	Clean gutters and install gutter guards at Asbury Street Park Pavilion – P.O. 14506	1,385.00
Stuart's Electrical Service	Repair of emergency lights at City Hall – invoice 128-22	1,028.34
Pi-Jon, Inc.	Fuel for City vehicles – 3/15/2022 – Inv. #A17453	6,833.34
Utility Service Co. Inc.	Quarterly City water tank inspection, Inv. #555770	3,122.62
Historical Concepts	Conceptual design for Whatcoat Street building and plaza (paid from	3,372.50
	DDA – contract executed in February 2022)	
All Star Automotive	Repairs to police car P.O. 14463	4,441.34
Uline	Metal Trash Receptacles for Pocket Parks – P.O. 14510	1,580.75
M&R Services, Inc.	Commercial Meter Testing – invoice 2022-28	1,008.00
ReForest ATL	Invasive vegetation removal at Asbury Street Park (contract approved	3,100.00
	by Mayor and Council at 4/4/2022 regular session)	
Keck + Wood	Emory Street Sidewalks Project Surveying and Plan Development	3,625.00
	(approved by Mayor and City Council at 4/5/2021 Regular Session	