
The Garden Ridge City Council will meet in a regular session on Wednesday, March 1, 2023, at 6:00 p.m. in the City Council Chambers, 9400 Municipal Parkway, Garden Ridge, Texas. This is an open meeting, open to the public, subject to the Open Meetings Law of the State of Texas, and as required by law, notice is hereby posted providing time, place, date, and agenda thereof. The meeting facility is wheelchair accessible and accessible parking spaces are provided. Requests for accommodations or interpretative services must be made to the City Secretary 48 hours prior to this meeting.

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Proclamations/Presentations

- a) Garden Ridge Lions Club Appreciation Day Proclamation.

4. Citizen Comment Period – limited to 30 minutes total

Rules for Citizens' Participation: The City Council welcomes citizen participation and comments at all City Council Meetings. If you speak, you must follow these guidelines:

- a) Respect and courtesy:
1. Direct your comments to the entire City Council, not to an individual member, nor to the audience.
 2. Show the City Council the same respect that you would like to be shown.
 3. End your speaking at the time allotted below.
- b) Speaking:
1. First citizen comment period.
 - 1.1. You are required to sign up to speak and you are limited to one 3-minute period.
 2. Second citizen comment period.
 - 2.1. You are not required to sign up and you are limited to one 2-minute period.
 3. State your name and address before your comments begin.
 4. You are only allowed to speak once per topic, unless also speaking during a posted Public Hearing.

NOTE: The Texas Open Meetings Act permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting. However, any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting and any response to a question posed to the City Council is limited to either a statement of specific factual information or a recitation of existing policy. TEX. GOV'T CODE § 551.042.

5. Consent Agenda

THESE ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON THESE ITEMS WILL BE HELD UNLESS REQUESTED BY A COUNCILMEMBER. PUBLIC COMMENT ON THESE ITEMS MAY BE HEARD DURING CITIZENS' PARTICIPATION; HOWEVER, THAT DOES NOT MEAN THE ITEM WILL BE CONSIDERED OUTSIDE THE CONSENT AGENDA.

- a) Approval of Minutes for the February 8, 2023, City Council Special Meeting.
- b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – January 31, 2023.
- c) Contract between City of Garden Ridge and MVBA, LLC dba Accounts Receivable Collections Group.

6. Staff Reports

- a) City Administrator Monthly Activity Report.
- City/employee recognitions, *Volunteer Garden Ridge!*, Community and Event Center report, building permits, citizen concern/input, upcoming events, personnel updates, and continuity of operations.



- b) Finance/HR Monthly Activity Report.
 - Financial reporting, audits, employee benefits, communication efforts, upcoming events, personnel updates, and continuity of operations.
- c) City Secretary Monthly Activity Report.
 - Administrative operations and projects, records management, communication efforts, citizen concern/input, upcoming events, personnel updates, and continuity of operations.
- d) Police Department Monthly Activity Report.
 - Traffic/code compliance enforcement, criminal activity, upcoming events, personnel updates, and continuity of operations.
- e) Public Works Department Monthly Activity Report.
 - Public Facilities: Street/right-of-way maintenance, drainage facility/easement maintenance, City facilities maintenance, animal services, personnel updates, and continuity of operations.
 - Utilities: Water pumping/usage from City wells, system infrastructure maintenance/repairs/projects, leak adjustments, water/drought management, personnel updates, and continuity of operations.
- f) Library Monthly Activity Report.
 - Upcoming events and continuity of operations.

7. City Engineer Projects Status Reports

- a) FM 2252 TxDOT Project.
- b) Land Development Projects.

8. City Commission and Committee Reports/Recommendations/Possible Actions

- a) Planning and Zoning Commission:
 - 1. Receive monthly activity update as applicable.
- b) Water Commission:
 - 1. Receive monthly activity update as applicable.
- c) Charter Commission:
 - 1. Receive monthly activity update as applicable.
- d) Parks Committee:
 - 1. Receive monthly activity update as applicable.

9. Approvals and Authorizations

The following items are for discussion, consideration, and action.

- a) Ordinance No. 143-032023 An Ordinance of the City Council of the City of Garden Ridge, Texas, granting a one hundred twenty (120) day extension of an existing exclusive franchise agreement known as Ordinance No. 143-012020 between the City of Garden Ridge and BFI Waste Services of Texas, LP/DBA Republic Services of San Antonio for the collection and disposal of solid waste and recycling service which expires on March 31, 2023, and authorizing the City Administrator to continue negotiations and development of an exclusive franchise agreement between the two parties during said extension period.
- b) Award of Bank Depository and Collateral Agreement between the City of Garden Ridge and First United Bank.
- c) Aggregate Mining Operations adjacent to the City of Garden Ridge.
- d) 2023 Texas Legislative Session.

10. Updates

- a) City Council Projects.
 - 1. Mitigation of growth and encroachment impacts on Garden Ridge (Swint and Erickson).
 - 2. Great Springs Project (Swint and Valdez).
 - 3. Economic Development/Council Liaison to Tri-County Chamber of Commerce (Smith and Bower).
 - 4. Alamo Area Metropolitan Planning Organization Technical Advisory Committee Update (Valdez and Erickson).
 - 5. Council Liaison to the Water Company/Utilities Department (Valdez and Erickson).
 - 6. Council Liaison to Comal ISD (Arvidson and Erickson).
 - 7. City Welcome Signage (Bower and Erickson).

11. Discussion of Future Agenda Items

12. Citizen Comment Period – limited to 20 minutes total

See “Rules for Citizens’ Participation” under Item 4.

13. Reports and Comments from Mayor and City Councilmembers

The Mayor and/or City Councilmembers may comment, make general announcements, and/or provide progress reports on events, activities and/or committees/board meetings concerning the following:

Alamo Area Metropolitan Planning Organization
Boy Scouts and/or Girl Scouts
City of Garden Ridge sponsored events and outreach efforts
Comal ISD (Garden Ridge Elementary School/Danville Middle School/Davenport High School)
Counties (Bexar/Comal/Guadalupe)
Families of Garden Ridge
Garden Ridge Lions Club and Garden Ridge Women’s Club
Garden Ridge Citizen Police Academy Alumni Association/Citizen Patrol
Greater Bexar County Council of Cities
Hill Country Alliance
Northeast Partnership
Texas Department of Transportation (TxDOT)
Tri-County Chamber of Commerce

14. Executive Session

The City Council will recess its open meeting and reconvene in Executive Session:

- a) Pursuant to Texas Government Code Section 551.071(1) and 551.071(2) – Consultation with Attorney.
 - 1. On a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Guadalupe Readymix Permit Applications.

15. Business Items

The City Council will reconvene into Regular Session upon conclusion of the Executive Session and may recall any item posted for Executive Session for action, as necessary.

16. Adjournment

AGENDA NOTICES:

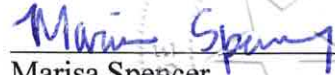
Decorum Required: Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

Action by Council Authorized: The Council may vote or act upon any item within this Agenda. The Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Title 5, Chapter 551, of the Texas Government Code.

Executive Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance By Other Elected or Appointed Officials: It is anticipated that members of the other city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the City Council, other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action are specifically provided for on an agenda for that board, commission, or committee subject to the Texas Open Meetings Act.

This is to certify that I, Marisa Spencer, posted this Agenda at 1:00 p.m. on February 24, 2023, on the bulletin board located at the entrance to Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.


Marisa Spencer
City Secretary

ADDENDUM

AGENDA

CITY COUNCIL REGULAR MEETING
WEDNESDAY, MARCH 1, 2023
6:00 P.M.

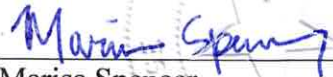
Garden Ridge City Council Chambers
9400 Municipal Parkway
Garden Ridge, Texas 78266

ADDITION

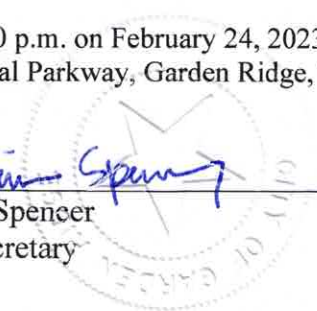
9. Approvals and Authorizations

- e) Ordinance No. 237-032023 An Ordinance of the City Council of the City of Garden Ridge, Texas, declaring unopposed candidates in the May 6, 2023, General Election elected to office; canceling the General Election; providing for severability; and declaring an effective date.

This is to certify that I, Marisa Spencer, posted this Addendum to the Agenda at 4:00 p.m. on February 24, 2023, on the bulletin board located at the entrance to the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.



Marisa Spencer
City Secretary



Proclamation

WHEREAS, Garden Ridge Lions Club, established in 1973, is a member of Lions Club International, the world's largest service club organization with 1.4 million members in 46,000 clubs in more than 200 countries and geographical areas; and

WHEREAS, Garden Ridge Lions Club remains an active group in the City of Garden Ridge today and is comprised of volunteers who dedicate their time to the betterment of our communities and aiding those in need; and

WHEREAS, the members have recognized various needs in the community and have contributed to the community in many ways including developing and enhancing Paul Davis Park, conducting hearing and vision testing at area schools, assisting with road cleanup activities, and participating in Operation Thanksgiving and Operation Santa Claus; and

WHEREAS, Garden Ridge Lions Club participates in a number of annual community events, conducts blood drives with the South Texas Blood and Tissue Center, and hosts an Annual Fish Fry/BBQ/Auction; and

WHEREAS, Garden Ridge Lions Club continually donates funds to support various area organizations, schools, and families in need; and

WHEREAS, Garden Ridge Lions Club has shown by its actions and continued efforts for the past 50 years that it is a significant asset to the community, providing leadership and funding projects that have greatly benefitted the area and its citizens, as well as people around the world; and

WHEREAS, on March 6, 2023, Garden Ridge Lions Club will celebrate 50 years of its existence as a benevolent organization serving the community, and the City of Garden Ridge is dedicated to showing appreciation to our volunteer organizations.

NOW, THEREFORE, BE IT PROCLAIMED that I, Robb Erickson, Mayor of Garden Ridge, Texas, do hereby proclaim March 6, 2023, in the City of Garden Ridge as

GARDEN RIDGE LIONS CLUB APPRECIATION DAY

FURTHERMORE, in honor of their 50th anniversary, I urge all citizens to recognize the achievements Garden Ridge Lions Club has made to our community and commend them for a wonderful heritage and a bright future.

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of Garden Ridge this 1st day of March, 2023.




Robb Erickson
Mayor

MINUTES
CITY COUNCIL SPECIAL MEETING
WEDNESDAY, FEBRUARY 8, 2023, 6:00 P.M.

Councilmembers Present:

Mayor Robb Erickson
Mayor Pro-Tem Lisa Swint
Councilmember Kelly Smith
Councilmember Jesse Valdez
Councilmember Todd Arvidson
Councilmember Kay Bower

Councilmembers Absent: None**City Staff Present:**

Nancy Cain, City Administrator
Marisa Spencer, City Secretary
Courtney Billi, Assistant City Secretary
Christine Green, Finance/HR Director
Ron Eberhardt, Police Chief
Steven Steinmetz, Public Works Director
Patricia Ann Woodward, Assistant Librarian
Cynthia Trevino, City Attorney

City Commissioners Present:

Jim Mueller, Chair, Water Commission
Nadine Knaus, Chair, Charter Commission
Karen Diaz, Chair, Planning and Zoning Commission
Roy Leatherberry, Planning and Zoning Commissioner
Dr. Jim Miller, Planning and Zoning Commissioner

1. Call to Order/Roll Call

With a quorum of the City Councilmembers present, Mayor Erickson called the special meeting of the Garden Ridge City Council to order at 6:00 p.m. on Wednesday, February 8, 2023, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Pledge of Allegiance

Mayor Erickson led the Pledge of Allegiance and the Texas Pledge.

3. Proclamations/Presentations**a) Introduction of Boy Scouts working towards Communications Merit Badge.**

Mayor Erickson spoke regarding the Communications Merit Badge and introduced the Boy Scouts in attendance.

b) Alamo Area Metropolitan Planning Organization (AAMPO) Presentation-Deputy Director Sonia Jiménez.

Deputy Director Sonia Jiménez spoke regarding the Alamo Area Metropolitan Planning Organization (AAMPO) and addressed questions from Councilmembers.

4. Citizen Comment Period

Tony Frasco, 8802 Wild Wind Park, thanked City Council and City staff for their hard work and spoke regarding emergency preparedness.



Mayor Erickson stated he would like to reorder the agenda as follows:

9. Approvals and Authorizations

a) Fiscal Year 2022 Audit Report (period ending September 30, 2022).

Debbie Fraser reviewed the Fiscal Year 2022 Audit Report and addressed questions from Councilmembers.

Motion: A motion was made by Councilmember Valdez, seconded by Councilmember Smith, to approve the Fiscal Year 2022 Audit Report (period ending September 30, 2022). The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

5. Consent Agenda

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a) Approval of Minutes for the January 4, 2023, City Council Regular Meeting.

b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – December 31, 2022.

c) 2022 Garden Ridge Police Department Racial Profiling Report.

d) Ordinance No. 235-022023 An Ordinance of the City Council of the City of Garden Ridge, Texas, ordering a General Election on May 6, 2023, for the purpose of electing a Mayor, City Council Place Two, and City Council Place Three; making provisions for the conduct of such election; and resolving other matters related to the conduct of such election.

Motion: A motion was made by Councilmember Bower, seconded by Councilmember Arvidson, to approve Consent Agenda items a)-d). The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

6. Staff Reports

a) City Administrator Monthly Activity Report.

City Administrator Nancy Cain reviewed employee anniversaries and thank you notes recognizing City Staff. She stated there were 235 *Volunteer Garden Ridge!* hours for the month of January and spoke regarding the City's preparedness and response to recent weather events.

b) Finance/HR Monthly Activity Report.

Finance/HR Director Christine Green spoke regarding continuity of operations related to the Finance/HR Department.

c) City Secretary Monthly Activity Report.

City Secretary Marisa Spencer reviewed the monthly activity report and spoke regarding continuity of operations related to the Administrative Department.

d) Police Department Monthly Activity Report.

Chief Eberhardt reviewed the monthly activity report and spoke regarding continuity of operations related to the Police Department.

e) Public Works Department Monthly Activity Report.

Public Works Director Steven Steinmetz reviewed the monthly activity report and spoke regarding continuity of operations related to the Public Works Department.

f) Library Monthly Activity Report.

Assistant Librarian Patricia Ann Woodward reviewed the monthly activity report and spoke regarding continuity of operations related to the Library.

7. City Engineer Projects Status Reports

City Engineer Sam Johnson reviewed the City Engineer monthly activity report.

8. City Commission and Committee Reports/Recommendations/Possible Actions

a) Planning and Zoning Commission:

Mayor Erickson stated the Commission did not meet in January.

b) Water Commission:

Chair Mueller provided City Council with an update on the topics discussed at the Commission's meeting.

c) Charter Commission:

1. City of Garden Ridge City Charter Presentation.

Chair Knaus presented the City of Garden Ridge City Charter and addressed questions from Councilmembers.

1.1. Take action on Ordinance No. 236-022023 An Ordinance of the City Council of the City of Garden Ridge, Texas, ordering a Special Election on May 6, 2023, for the purpose of home rule charter adoption; making provisions for the conduct of such election; and resolving other matters related to the conduct of such election.

Motion: A motion was made by Councilmember Bower, seconded by Councilmember Arvidson, to approve Ordinance No. 236-022023 An Ordinance of the City Council of the City of Garden Ridge, Texas, ordering a Special Election on May 6, 2023, for the purpose of determining if home rule status should be granted to the City of Garden Ridge; making provisions for the conduct of such election; and resolving other matters related to the conduct of such election. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

2. Receive monthly activity update as applicable.

Chair Knaus provided City Council with an update on the topics discussed at the Commission's meeting.

d) Parks Committee:

Rod Chamberlain, Parks Committee, provided City Council with an update on the committee's projects and efforts.

9. Approvals and Authorizations

The following items are for discussion, consideration, and action.

b) Ordinance No. 210-102022 An Ordinance of the City Council of the City of Garden Ridge, Texas, adopting board and commission policies and procedures; providing a cumulative and savings clause; providing for severability; and declaring an effective date.

1. Interview Panel Recommendation for Appointment to Planning and Zoning Commission.

Mayor Erickson spoke regarding the interview process as outline in Ordinance No. 210-102022 and stated the Interview Panel recommends the appointment of Donald (Joe) Maloney to the Planning and Zoning Commission.

Motion: A motion was made by Councilmember Bower, seconded by Councilmember Valdez, to approve the Interview Panel's recommendation and appoint Donald (Joe) Maloney to the Planning and Zoning Commission with a term expiring September 30, 2023. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

c) 2023 Texas Legislative Session.

Mayor Erickson spoke regarding attending the 2023 Texas Legislative Session with Northeast Partnership.

10. Updates

a) City Council Projects.

1. Mitigation of growth and encroachment impacts on Garden Ridge (Swint and Erickson).

Mayor Erickson and Mayor Pro-Tem Swint provided updates related to mitigation of growth and encroachment impacts on Garden Ridge.

2. Great Springs Project (Swint and Valdez).

Mayor Pro-Tem Swint and Councilmember Valdez provided updates related to the Great Springs Project.

3. Economic Development/Council Liaison to Tri-County Chamber of Commerce (Smith and Bower).

Councilmember Smith and Councilmember Bower provided updates related to Economic Development and Tri-County Chamber of Commerce.

4. Alamo Area Metropolitan Planning Organization Technical Advisory Committee Update (Valdez and Erickson).

Councilmember Valdez provided updates related to the Alamo Area Metropolitan Planning Organization Technical Advisory Committee.

5. Council Liaison to the Water Company/Utilities Department (Valdez and Erickson).

Councilmember Valdez stated there is nothing additional to report at this time.

6. Council Liaison to Comal ISD (Arvidson and Erickson).

Councilmember Arvidson and Mayor Erickson provided updates related to Comal ISD.

7. City Welcome Signage (Bower and Erickson).

Councilmember Bower stated there is nothing additional to report at this time.

11. Discussion of Future Agenda Items

Mayor Erickson requested to discuss aggregate mining operations adjacent to the City of Garden Ridge.

Mayor Pro-Tem Swint requested to add Hill Country Alliance as a rolling agenda item to provide regular updates on their leadership program and efforts related to the City of Garden Ridge.

12. Citizen Comment Period

Dr. Jim Miller, 9910 Marie Meadow, spoke regarding the role of the Parks Committee.

13. Reports and Comments from Mayor and City Councilmembers

The Mayor and/or City Councilmembers may comment, make general announcements, and/or provide progress reports on events, activities and/or committees/board meetings concerning the following:

Alamo Area Metropolitan Planning Organization, Boy Scouts and/or Girl Scouts, City of Garden Ridge sponsored events and outreach efforts, Comal ISD (Garden Ridge Elementary/Danville Middle School/Davenport High School), Counties (Bexar/Comal/Guadalupe), Families of Garden Ridge, Garden Ridge Lions Club, Garden Ridge Citizen Police Academy Alumni Association/Citizen Patrol, Garden Ridge Women's Club, Greater Bexar County Council of Cities, Northeast Partnership, Texas Department of Transportation (TxDOT), Tri-County Chamber of Commerce.

Councilmember Arvidson spoke regarding the Boy Scouts Adopt-A-Highway Program. Councilmember Bower and Councilmember Smith spoke regarding Tri-County Chamber of Commerce events. Mayor Erickson spoke regarding Families of Garden Ridge Adopt-A-Highway Program, County/City Officials Luncheon, and Northeast Partnership.

14. Executive Session

The City Council will recess its open meeting and reconvene in Executive Session:

a) Pursuant to Texas Government Code Section 551.071(1) and 551.071(2) – Consultation with Attorney and 551.072 – Deliberations About Real Property.

- 1. To consult with and receive legal advice regarding variance and Special Use Permit processes related to development project: Guadalupe Readymix – proposed Concrete Batch Plant at 20762 FM 2252.**

Mayor Erickson announced the City Council will recess at 8:22 p.m. and reconvene into Executive Session at 8:40 p.m., to discuss and seek legal advice on the item stated above.

Mayor Erickson adjourned the Executive Session and reconvened back into Regular Session at 9:26 p.m.

15. Business Items

The City Council will reconvene into Regular Session upon conclusion of the Executive Session and may recall any item posted for Executive Session for action, as necessary.

No action taken.

16. Adjournment

There being no further business, the Wednesday, February 8, 2023, City Council special meeting was adjourned at 9:27 p.m. by Mayor Erickson.

ATTEST

Robb Erickson
Mayor

Marisa Spencer
City Secretary

CITY OF GARDEN RIDGE
MONTHLY ACCOUNT BALANCES & INTEREST RATES
PERIOD ENDED AS OF 1/31/2023

CITY FUNDS	BALANCE	CURRENT INTEREST RATE
GF OPERATING ACCOUNT	\$ 292,857.84	0.40%
GF MONEY MARKET	727,835.30	3.67%
PEG CAPITAL FEES	49,344.51	3.67%
TEXPOOL INVESTMENTS	3,025,760.21	4.24%
2017 I&S	2,210.68	3.67%
2012 I&S	136,704.59	3.67%
2012 REFI	129,079.25	3.67%
2015 I&S	146,576.47	3.67%
TEXPOOL WATER IMPACT FEES	173,932.03	4.24%
TEXPOOL STREET IMPACT FEES	60,194.61	4.24%
AMERICAN RECOVERY ACCT	516,638.14	3.67%
TEXPOOL AMERICAN RECOVERY ACCT	501,111.49	4.24%
ASSET/FORFEITURE - STATE	99.29	0.12%
ASSET/FORFEITURE - FED	75,347.87	3.67%
TOTAL CITY FUNDS	\$ 5,837,692.28	

WATER FUNDS	BALANCE	CURRENT INTEREST RATE
OPERATING ACCOUNT	855,957.06	3.67%
WATER SURCHARGE	150,792.77	3.67%
TEXPOOL WATER INVEST	1,211,047.30	4.24%
SIB LOAN I&S	5,024.25	3.67%
SIB RESERVE	30,148.52	3.67%
SIB LOAN FUNDS (TXDOT)	496,614.16	3.67%
TOTAL WATER FUNDS	\$ 2,749,584.06	

TOTAL ALL ACCOUNTS	\$ 8,587,276.34	
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CITY OF GARDEN RIDGE
CASH & INVESTMENTS STATEMENT
CURRENT AND YEAR TO DATE AS OF 1/31/2023

GENERAL FUND	BALANCE
GF Operational Checking	\$ 292,857.84
GF Money Market	727,835.30
TexPool Investments	3,025,760.21
Restricted Amounts	(202,696.15)
TOTAL AVAILABLE FUNDS	\$ 3,843,757.20

WATER FUND	BALANCE
Operational Checking	\$ 855,957.06
TexPool Water Invest	1,211,047.30
Water Surcharge	150,792.77
Restricted Amounts	(133,397.38)
TOTAL AVAILABLE FUNDS	\$ 2,084,399.75

CITY OF GARDEN RIDGE
STATEMENT OF ACTIVITIES
CURRENT AND YEAR TO DATE AS OF 1/31/2023

GENERAL FUND	Jan-23	YTD	FY 2023 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 702,694.01	\$ 2,027,345.45	\$ 3,394,695.00	59.7%	\$ 1,367,349.55
EXPENDITURES					
ADMINISTRATION	67,076.64	281,985.93	943,890.00	29.9%	661,904.07
COURT	9,074.07	37,705.57	99,016.00	38.1%	61,310.43
POLICE	129,688.57	408,532.55	1,510,463.00	27.0%	1,101,930.45
PUBLIC FACILITIES	132,536.38	268,851.44	644,542.00	41.7%	375,690.56
COMMUNITY CENTER	7,160.21	26,643.43	78,984.00	33.7%	52,340.57
LIBRARY	11,737.51	36,086.56	116,043.00	31.1%	79,956.44
FUND CHANGES/XFER	-	-	-	0.0%	-
TOTAL EXPENDITURES	357,273.38	1,059,805.48	3,392,938.00	31.2%	2,333,132.52
NET POSITION	\$ 345,420.63	\$ 967,539.97	\$ 1,757.00		\$ (965,782.97)

WATER FUND	Jan-23	YTD	FY 2023 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 147,966.52	\$ 672,812.49	\$ 1,906,572.00	35.3%	\$ 1,233,759.51
EXPENDITURES	97,670.88	385,045.23	1,906,572.00	20.2%	1,521,526.77
REVENUE +/- EXPENDITURES	50,295.64	287,767.26	-		(287,767.26)

OTHER CASH OUTFLOWS	Jan-23	YTD	FY 2023 BUDGET	% OF BUDGET	BUDGET BALANCE
BOND PRINCIPLE PAYMENTS	-	-	523,985.00	0.0%	523,985.00
XEROX LEASE PRINCIPLE PMTS	475.51	1,906.02	5,680.00	33.6%	3,773.98
TOTAL OTHER CASH OUTFLOWS	\$ 475.51	\$ 1,906.02	\$ 529,665.00		\$ 527,758.98

CITY OF GARDEN RIDGE
STATEMENT OF ACTIVITIES - COMMUNITY CENTER
PERIOD ENDED AS OF 1/31/2023

REVENUES	YTD	Budget
RENTALS	\$ 16,705.00	48,000.00
DEPOSITS	10,500.00	24,000.00
CLEAN-UP FEES	1,825.00	5,550.00
DEPOSITS REFUNDED	(7,675.00)	(18,360.00)
DONATIONS	-	-
TOTAL REVENUES	21,355.00	59,190.00
EXPENDITURES		
PAYROLL/TAXES/RETIREMENT	832.85	3,124.00
MANAGER FEES	8,745.00	22,800.00
COMPUTER/INTERNET	554.80	1,680.00
TELEPHONE	200.00	600.00
UTILITIES	3,444.01	10,820.00
MAINTENANCE	2,695.50	8,000.00
SUPPLIES	336.27	1,200.00
CLEANING	2,160.00	5,400.00
EQUIPMENT	-	6,000.00
MARKETING	-	1,000.00
DONATION EXPENDITURES	-	-
FACILITY ENHANCEMENTS	-	-
TOTAL EXPENDITURES	18,968.43	60,624.00
NET POSITION	\$ 2,386.57	\$ (1,434.00)

Management's Discussion and Analysis of Results of Operations – January 2022

GENERAL FUND

Cash

Total available funds as of January 31, 2023, are \$3,843k.

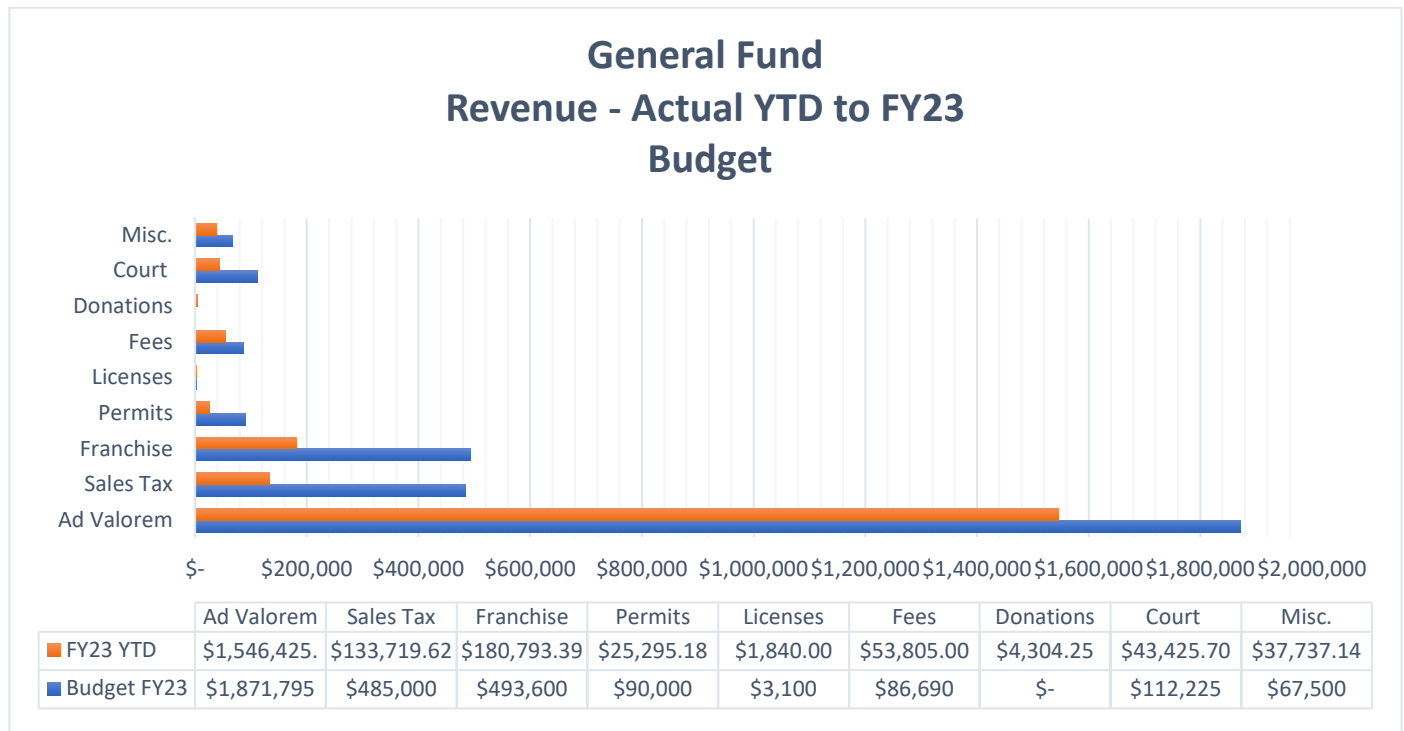
Revenue

Ad Valorem Tax received for January totals \$599.0k YTD collections total \$1.554k or 83% of the FY23 budget of \$1.871k

Sale Tax Revenue received during the month of January \$43K for FY23. YTD totals \$133.7k or 27.5% of the \$485k budgeted for FY23.

Annual Building Permits revenue totals \$25.7k or 27.5% of the \$90k budgeted for FY23.

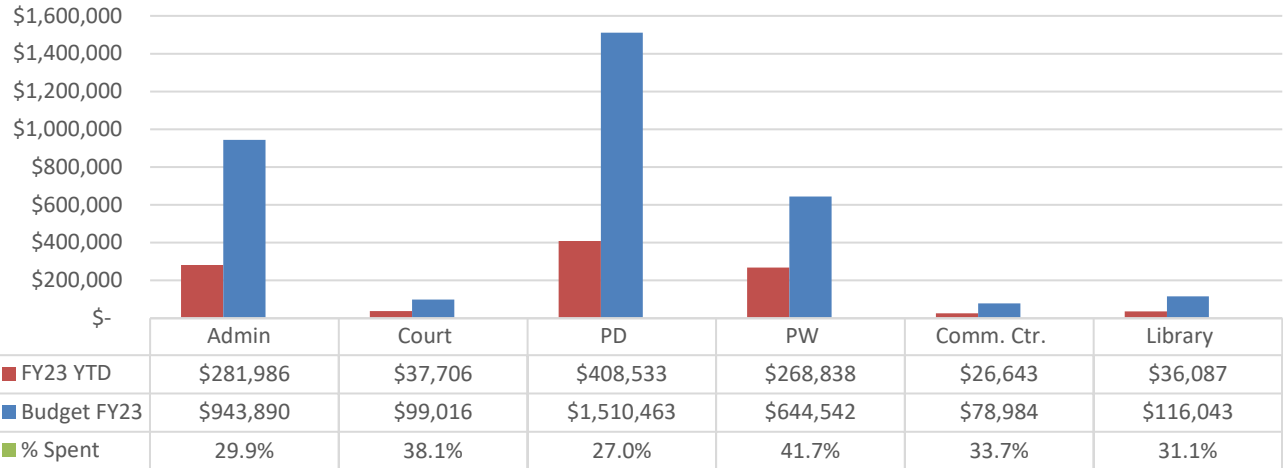
Trash Collections YTD total \$27.2K or 33% of the \$82k budgeted for FY23.



Expenditures

All departments are operating within the FY23 budget.

General Fund Expenditures - Actual YTD to FY23 Budget



WATER FUND

Meters

Current meters for January 2023 total 1686 vs 1678 for January 2022.

Cash

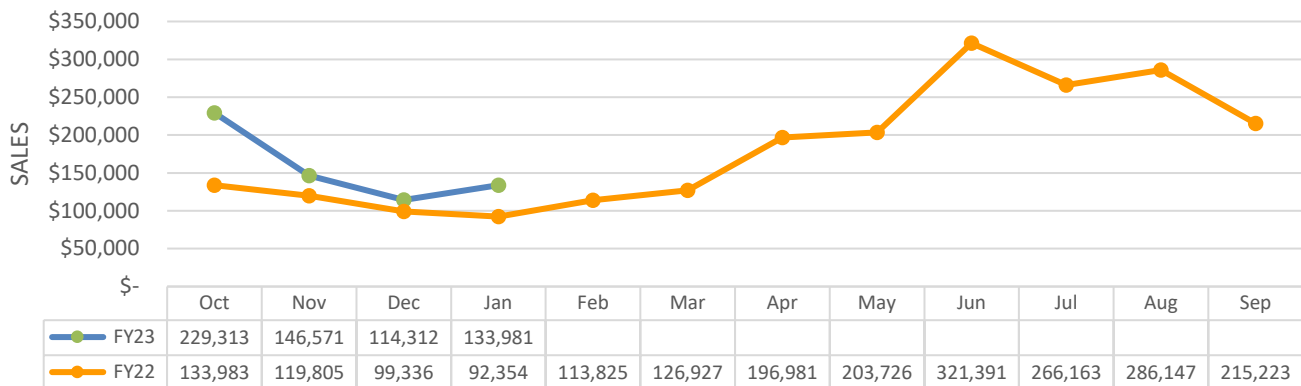
Total available funds as of January 31, 2023, are \$2,084.3k.

Revenue

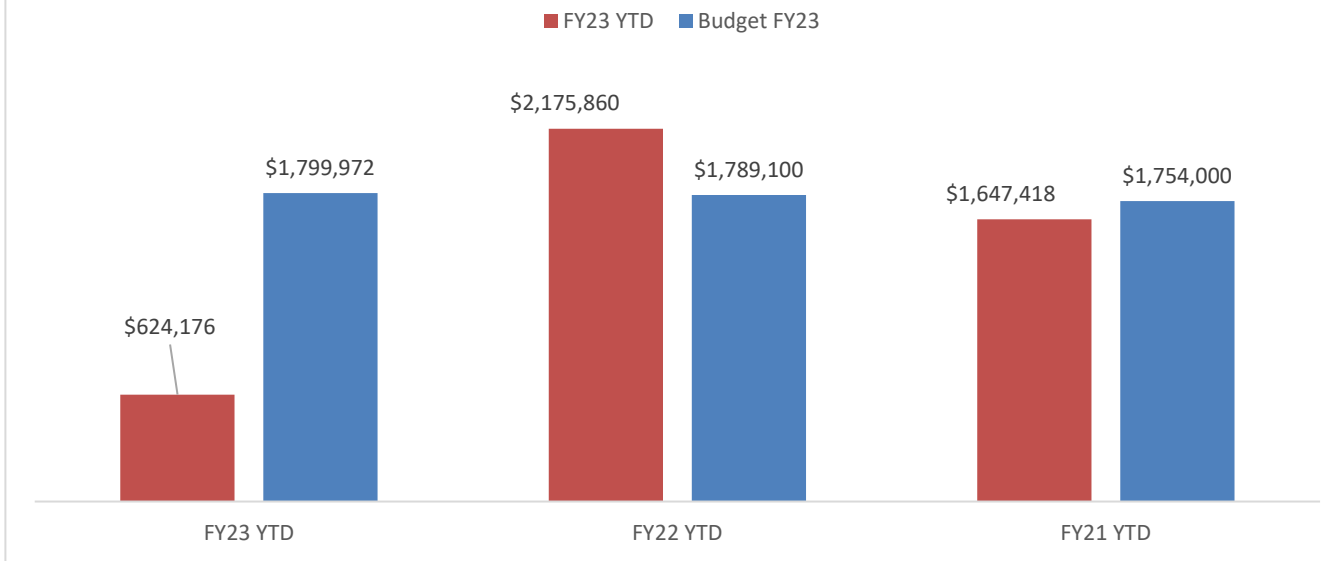
Revenue YTD totals \$672.8k or 35.2% of the \$1,906.5k budgeted for FY23. Total revenue for the same period last year was \$478.9k.

Water Sales for the month total \$133.9k. YTD water sales total \$624.1k or 34.68% of the \$1,799.9k budgeted for FY23.

WATER SALES - FY23 VS FY22 VARIANCE \$



Water Sales Actual vs Budget

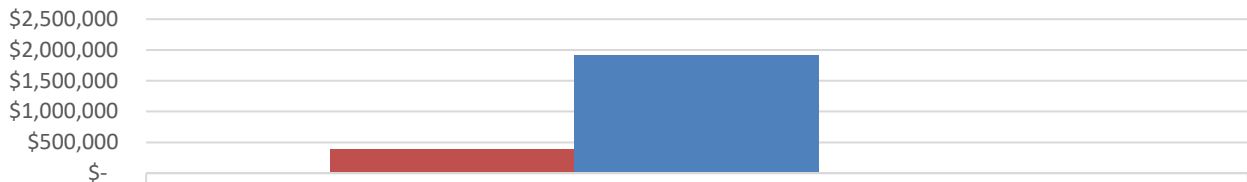


Meter installation revenue YTD totals \$3.97k or 39.75% of the \$10k budgeted for FY23.

Expenditures

Expenditure for the month total \$97.6k YTD expenditures for FY23 total \$385k 20.2% of the \$1,906.5k budget. Bond principal and interest payments will be made in February 2023.

Water Expenditures - Actual YTD vs FY23 Budget



FY23 YTD	\$385,045
FY23 Budget	\$1,906,572
% Spent	35.3%

Interest & Sinking Fund

Revenue

Ad Valorem Tax collections YTD total \$605.2k of the \$664k budgeted for FY23.

Expenditures

Next bond principal and interest payments will be made in February 2023.

Capital Improvements Fund – (all accounts are restricted)

Cash Balance

Water Impact Fee Balance is \$173.9K.

Street Impact Balance is \$60.1k.

American Recovery Acct. Balance is \$1,017k.

SIB Loan (TXDOT) Acct. Balance is \$496k.

Revenue

No new revenue to report.

Asset Seizure Fund

Cash Balance

The Restricted Fund Balance is \$75.3k.

Revenue

New revenues to report \$27.5k.

Expenditures

New expenditure to report \$35.

Summary

The City of Garden Ridge is financially sound and operating within the Budget set forth by the City Council.



To: City of Garden Ridge Council Members
From: Christine Green – Finance-HR Director
Date: March 1, 2023

The attached contract is to retain MVBA for delinquent utility bill collections. The City began using MVBA for collections of delinquent court fines and fees in 2011. The services provided have proven to be an asset to the City. The service is of no additional cost to the City of Garden Ridge.

The collection fee of 30% is taken from the total collections made by MVBA. I am recommending the City contract with MVBA to assist in collecting past due utility bills.



ACCOUNTS RECEIVABLE COLLECTIONS OVERVIEW

OVERVIEW

As a MVBA LLC client, we will work closely with you to receive delinquent accounts and continue the collection efforts until resolved or statute is reached. MVBA LLC will work accounts that are 31 days delinquent up to 4 years delinquent. In 2019, due to legislative changes and significant court decisions, MVBA, LLC has registered a new dba (doing business as). The new dba is "Accounts Receivable Collections Group." All communication with your delinquent account holder will be done using this name. The use of the new name will provide a significant distinction from our collection of court fines and fees.

COLLECTION EFFORTS

1. Skip Tracing: MVBA LLC uses various skip tracing databases to actively search for updated demographic information for each debtor.
2. Letters: Accounts are eligible for a letter every 45 days. The letters do not use threatening language and provide the debtor with all the information they will need to pay the debt.
3. Phone calls: MVBA LLC Contact Center is open from 9 AM- 6 PM and handles inbound calls and outbound calls. Each caller goes through a verification process to ensure we are talking to the debtor and all calls are recorded.
4. Disputes: If a debtor wants to dispute the debt, we ask for it to be sent in writing. Once received, we forward to the client for response or validation.
5. Payments: MVBA LLC will assist debtors with payment in full or payment arrangements. Debtors can pay with a credit card, money order or cashier's check

INVOICING PROCEDURES

1. Collection Fee: 30%. This amount is taken from the total balance paid.
2. Invoicing type: Gross- MVBA LLC will send 100% of the payment to the client weekly. At the end of the month we will invoice the client for 30% of the money taken.
 - a. Other options can be discussed with our accounting department if this option does not work best for you.

CLIENT BENEFITS

1. Web Access: All clients get login credentials to access the accounts that have been sent over. This access will allow clients to see up-to-date collection efforts, call notes and letters sent and the ability to update MVBA LLC on any changes.
2. SFTP: all accounts are sent through a secure FTP site to protect debtor information.
3. Reporting: Collection reports are sent out quarterly but are also available on-demand.
4. Service Representative- A dedicated service representative available to you M-F, 8am- 5pm.

NEXT STEPS

1. Follow up conference call to answer any further questions
2. Review Contract
3. Sign Contract
4. Begin set-up and collections

**CONTRACT FOR THE COLLECTION
OF
DELINQUENT ACCOUNTS RECEIVABLE**

STATE OF TEXAS

§
§
§

COUNTY OF COMAL

THIS CONTRACT is made and entered into by and between the **CITY OF GARDEN RIDGE, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP**.

I.

The City agrees to retain and does hereby retain **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP** to provide services related to the collection of delinquent accounts receivable, including, delinquent utility bills ("Delinquent Accounts Receivable") pursuant to the terms and conditions described herein. MVBA, LLC may use its dba, Accounts Receivable Collections Group, on collection notices and telephone communications with debtors. The City authorizes MVBA, LLC to execute all documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of delinquent accounts receivable that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding delinquent accounts receivable and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract Delinquent Accounts Receivable shall be considered delinquent and referred to MVBA, LLC when not timely paid in accordance with any applicable contract, ordinance or statute providing for the payment of the underlying debt.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA, LLC with copies of, or access to, the information and documentation necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The City shall furnish the information to MVBA, LLC by electronic transmission, magnetic medium.

III.

MVBA, LLC shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA, LLC within ten (10) days of the receipt for the request for verification of the debt, copies of all records which will verify the debt which in turn will be forwarded to the debtor by MVBA, LLC. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

IV.

Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to make a recommendation to the City to take legal action to collect a Delinquent Accounts Receivable or represent the City in any dispute or challenge of its collection authority. Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to institute civil legal proceedings on behalf of the City, including seeking writs of execution to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed including the costs for service of citation. MVBA, LLC may also, after consultation and agreement by both parties, employ an attorney, at its expense, file proofs of claims in the United States Bankruptcy Court on behalf of the City for Delinquent Accounts Receivable.

V.

MVBA, LLC shall forward all cashier checks or money order payments made payable to the City and any correspondence from debtor directly to the City. Cashier checks or money order payments made payable to MVBA, LLC will be deposited daily into the MVBA, LLC Trust Account. MVBA, LLC may also collect the amount due from the debtor by credit card or electronic draft which is deposited directly into the MVBA, LLC Trust Account. MVBA, LLC may set up payment arrangements and accept partial payments on any delinquent accounts receivable. MVBA, LLC shall remit to the City all payments received into the MVBA, LLC Trust Account weekly, along with an invoice detailing the account number, name of debtor, amount paid to MVBA, LLC or City, MVBA, LLC fee percentage and fees earned for each account.

VI.

MVBA, LLC shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA, LLC's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, LLC, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

VII.

For the collection of Delinquent Accounts Receivable in which the data files are transmitted to MVBA, LLC by electronic media, the City agrees to pay to MVBA, LLC as compensation for services provided, pursuant to this contract, a fee of thirty percent (30%) of the amount of the Delinquent Accounts Receivable collected.

All compensation shall become the property of MVBA, LLC at the time of payment. The City shall pay to MVBA, LLC said compensation on a monthly basis by check or ACH.

VIII.

The City recognizes and acknowledges that MVBA, LLC owns all right, title and interest in certain proprietary software that MVBA, LLC may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA, LLC the right to use and incorporate any information provided by the City ("account or debtor information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA, LLC agrees that it will not share or disclose any specific confidential account or debtor information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA, LLC shall have the right to use account or debtor information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain account or debtor information. These aggregate statistics are owned solely by MVBA, LLC and will generally be used internally, but may be shared with MVBA, LLC's affiliates, partners or other third parties for purposes of improving MVBA, LLC's software and services.

MVBA, LLC and the City agrees that collection activity will not continue or commence on any accounts that are time-barred by the four-year statute of limitations in accordance with Section 16.004(a)(3) of the Texas Civil Practice and Remedies Code. MVBA, LLC and the City agree that the time-barred accounts will be returned to the City. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

MVBA, LLC reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IX.

The initial term of this contract is **three years, beginning on the first day of the month following the execution of this contract by both parties**, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least sixty (60) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA, LLC shall be entitled to continue its collection activity on all accounts previously referred to MVBA, LLC for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA, LLC. The City may, at its discretion, refer additional accounts to MVBA, LLC after notice of termination has been received by MVBA, LLC. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA, LLC.

X.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA, LLC by certified United States mail to the following address:

MVBA, LLC, dba Accounts Receivable Collections Group.
Attention: Harvey M. Allen
P.O. Box 849
Round Rock, Texas 78680

or delivered by hand or by courier, and addressed to 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Garden Ridge, Texas
Attention: City Administrator
9400 Municipal Parkway
Garden Ridge, Texas 78266

XI.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Comal County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof. In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA, LLC does hereby verify that MVBA, LLC does not boycott Israel and will not boycott Israel during the term of this Contract.

XII.

In consideration of the terms and compensation herein stated, MVBA, LLC hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2023.

CITY OF GARDEN RIDGE, TEXAS

_____,
Mayor

MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP

Harvey M. Allen
Manager



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To All
C the Garden Ridge Police Dept.

JUST WANTED
TO LET YOU KNOW
HOW MUCH
YOU'RE APPRECIATED.

Thank you for keeping
an eye on things while
we were away.

You're the Best!

Stay Safe.

Patrick + Christine
Fellion

Garden Ridge Community and Event Center
Monthly Report
February 1st thru February 28th, 2023

Utilization (by Days)

FY 22-23	FY 21-22	FY 22-23	FY 21-22
(Current Month)	(Current Month)	(Year to Date)	(Year to Date)
27	26	121	271

Wildflower (Booked Current Month)	Bluebonnet (Booked Current Month)
17	10

Category Count (by Events)	(Current Month)	(Year to Date)
1. Resident / Non-Resident	5	20
2. City Chartered Non-Profit Organizations	3	15
3. Non-Profit Service Organizations	9	35
4. Non-Profit Associations	8	32
5. City Use	2	19



City of Garden Ridge

"A way of life, not just a place to live"

City Secretary Monthly Activity Report Reporting Period: February 2023

Administrative Operations and Upcoming Events

City Hall Office Hours

- Monday/Wednesday/Thursday: 8am-5pm, Tuesday: 8am-6pm, and Friday: 8am-4pm.
- After hours emergency phone number: 210-651-6831.

First Friday

- Join the Mayor and City Council at Paul Davis Park on Friday, March 3rd, from 5pm to 7pm for fun and conversation! This month's theme is "Luck of the Irish" (wear your green). There will be live music by our very own resident Paul Duke and DHS Seniors will be cooking hamburgers and hotdogs!

City of Garden Ridge General and Special Election

- A candidate submitted a Certification of Withdrawal, leaving the three incumbents unopposed. Since we have a proposition on the ballot, the incumbents will be listed on the ballot as unopposed declared elected.
- Early Voting: 8am-6pm on Monday April 24th-Friday April 28th, 10am-4pm on Saturday April 29th, and 7am-7pm on Monday May 1st-Tuesday May 2nd. Election Day: 7am-7pm on Saturday May 6th.
- See the Elections page on the City's Website for more details.

Draft Zoning Ordinance

- The Draft Zoning Ordinance has been finalized and is published on the City's website. City Council will conduct a public hearing concerning the adoption of comprehensive amendments to Zoning Ordinance No. 13 on Monday, March 27th at 6pm. Staff has initiated the legal process for notification to the public, and residents can expect to receive a postcard informing them of the public hearing sometime next week. See the "Draft Zoning Ordinance" news carousel item on the City's Website for more details.

Communication Efforts

Garden Ridge Emergency Alert System: G.R.E.A.S. enhances the City's ability to communicate with residents during an emergency by sending direct notifications to your phone. Go to the City's website and click on the "Emergency Alerts" graphic button on the homepage to SIGN UP/MODIFY your communication preferences.

Notify Me: Stay up-to-date with general news and information from the City by subscribing to Notify Me email and text notifications. By signing up, you can receive automatic notifications for agenda postings, calendar events, general announcements, and other website updates. Go to the City's website and click on the "Emergency Alerts" graphic button on the homepage to SIGN UP/MODIFY your communication preferences.

Streaming of Meetings: City Council - 60 views

Public Information Act Summary	
Year	Number of Requests
2023	19
2022	166
2021	146
2020	207
2019	276
2018	225

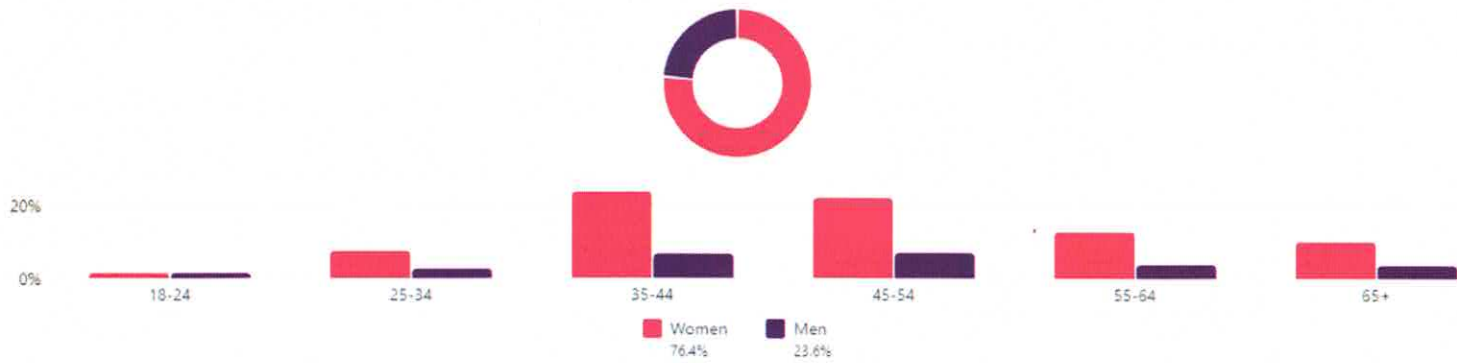
Audience

Current audience Potential audience

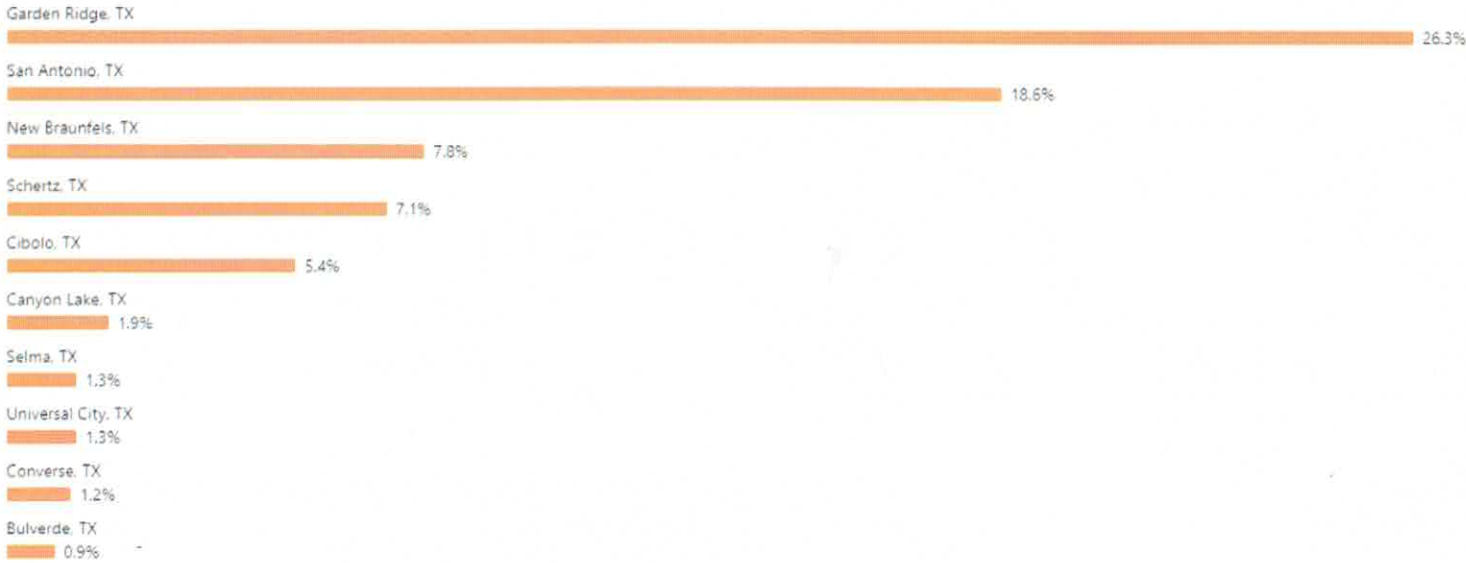
Facebook Page followers ①

2,070

Age & gender ①



Top cities



Top countries





POLICE DEPARTMENT MONTHLY BREAKDOWN

February 1 to February 28

Calls for Service

Dispatched: 115 City Ordinance: 11 (Water 2) Total: 126 False Alarms: 8

Arrests

- * 1 – Public Intoxication
- * 1 – Driving While Intoxicated
- * 1 – Unlawful Carry of a Weapon
- * 1 – Aggravated Sexual Assault of a Child
- * 1 – Continuous Sexual Assault of a Child

Traffic Enforcement

Crashes: 5 Citations: 194 Warnings: 94 Total: 288

Training / Certifications

- * Officer Luevano completed his Peace Officer Field Training

Outreach Efforts

- * GRCPAAA Volunteer hours: 90
- * Garden Ridge Citizens Police Academy continues with enthusiasm. Range date upcoming
- * Coffee with the Cops (Monthly)

Administrative Comments

- * Ofc. Abbracciamento continuing to progress in FTO
- * Ofc. Luevano released from FTO and assigned to patrol shift
- * Recruiting efforts still underway for two more patrol slots



City of Garden Ridge

"A way of life, not just a place to live"

MONTHLY PUBLIC WORKS REPORT

January, 2023

Activities for the month

Public Works Tasks Completed: 506

Steven Steinmetz
Public Works
Director

Eric Lowman
Public Facilities
Foreman

Stanley Georg
Manuel Troncoso
Ryan Furgason
Andrew Klein

Ongoing Responsibilities

- Parks maintenance
- Facilities maintenance
- Streets
- All public facilities grass and right-of-way's
- Storm water Drainage
- Animal Control
- Oak Wilt monitoring

Upcoming Events

**March Dumpster
Schedule**

Mar. 4th. & 5th.

Mar. 11th. & 12th.

Mar. 18th. & 19th.

Mar. 25th. & 26th.

Storm Water Drainage Facility and Easement Maintenance

- Inspected 10 outfalls.
- Inspected 18 detention ponds.
- Stormwater public outreach: 2 message displayed on FM 2252 sign.
- Trash removed from Right of ways by volunteers: 8 lbs.
- Trash removed by city employees: 43 lbs.
- Rain fall total : 1.13 in.

Street Maintenance

- Filled pot holes on Bindseil and Old Nacogdoches.

Parks Maintenance

- Privacy Fence Slates being installed behind small playground.
- New water fountain installed next to Pavilion 1.
- Replaced restroom timer switch and put lock on camera system breaker.
- Replaced cushions on two see saws.

City Facility/Property Maintenance

- City Council room carpet cleaned and repaired.
- A/C filters changed out.
- Community Center plumbing fixture repaired.
- Fire Alarm System inspected and passed.

City Vehicles

- Old flat bed and leak truck chassis posted on GovDeals for auction.
- New starter on Public Works Foreman Truck.

Equipment Maintenance

- Repaired small bobcat tire.
- Scheduling with electrician for generator wiring and instillation.

Oak Wilt

- Purposed trench was marked and is subject to adjustment.
- Signatures for participation are pending.

Education

- Flagging class for Eric and Andrew.
- Andrew passed basic water test and has Class D Water License.

Future Projects or Needs

- Sound system upgrades for the community center and Paul Davis Park.
- City Hall needs a new chiller plant.
- More storage space required.
- Covered equipment storage.

Animal Services Monthly Activities

- 2 deer carcasses were disposed of, which makes for the year 6.
- 1 live trap loaned out this month, 2 trap loaned out year-to-date .
- 185 registered/reregistered animals for the year.
- 0 Nuisance complaints received.
- 0 Animal reported bites.

Adoptions

- 0 Dog; 1 year-to-date.
- 1 Cats; 2 year-to-date.

Returned to Owners

- 4 Dogs; 8 year-to-date.
- 0 Cats; 0 year-to-date.

Transferred to other agencies

- 0 Dogs for month; 2 year-to-date.
- 0 Cats for month; 5 year-to-date.

Currently in City Care

- 1 Dog; 0 Puppies: 0 Cats:



Year to Date Wildlife Report

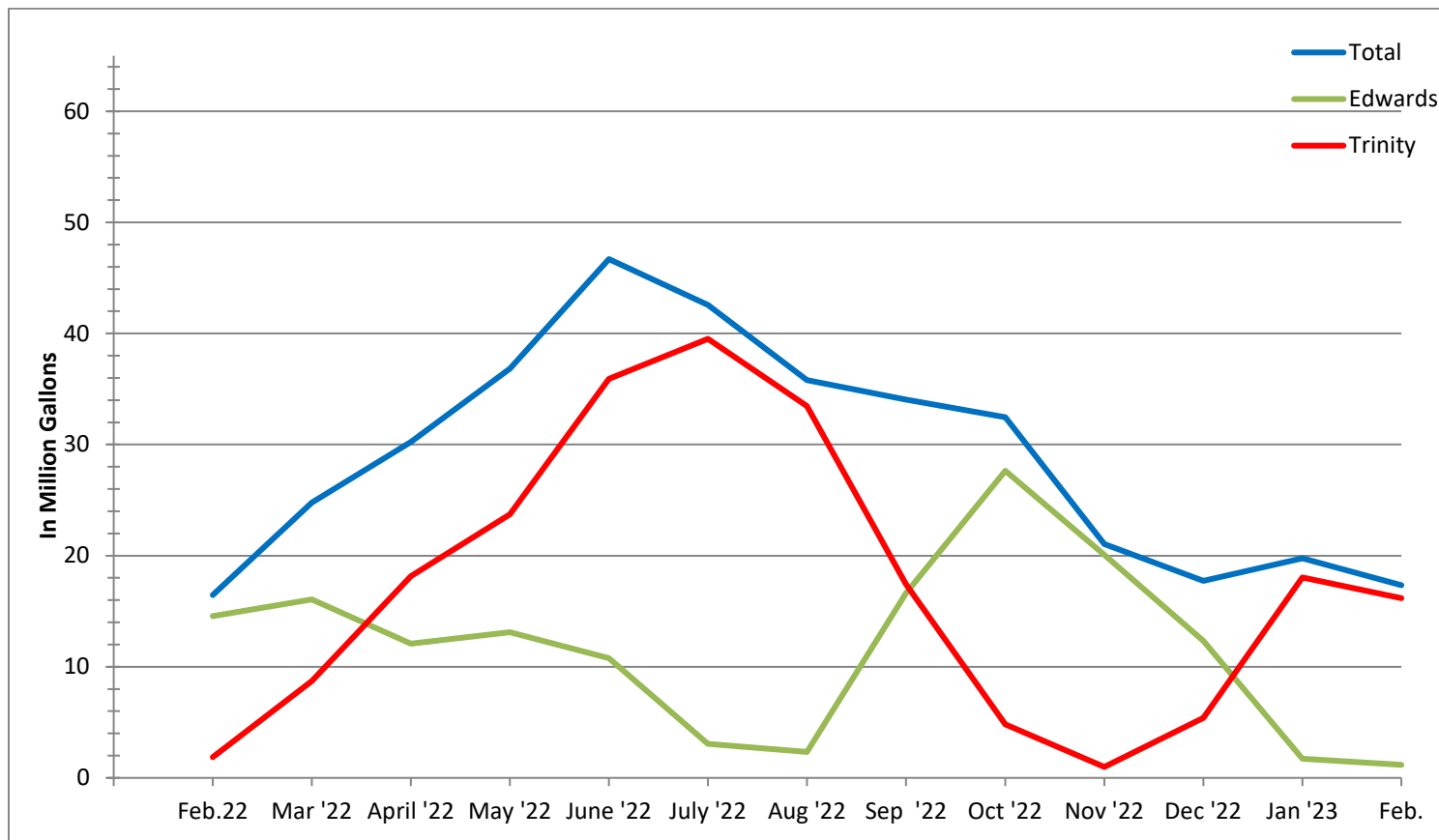
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Utilities Department Report

As of February 28, 2023

City of Garden Ridge Aquifer Usage

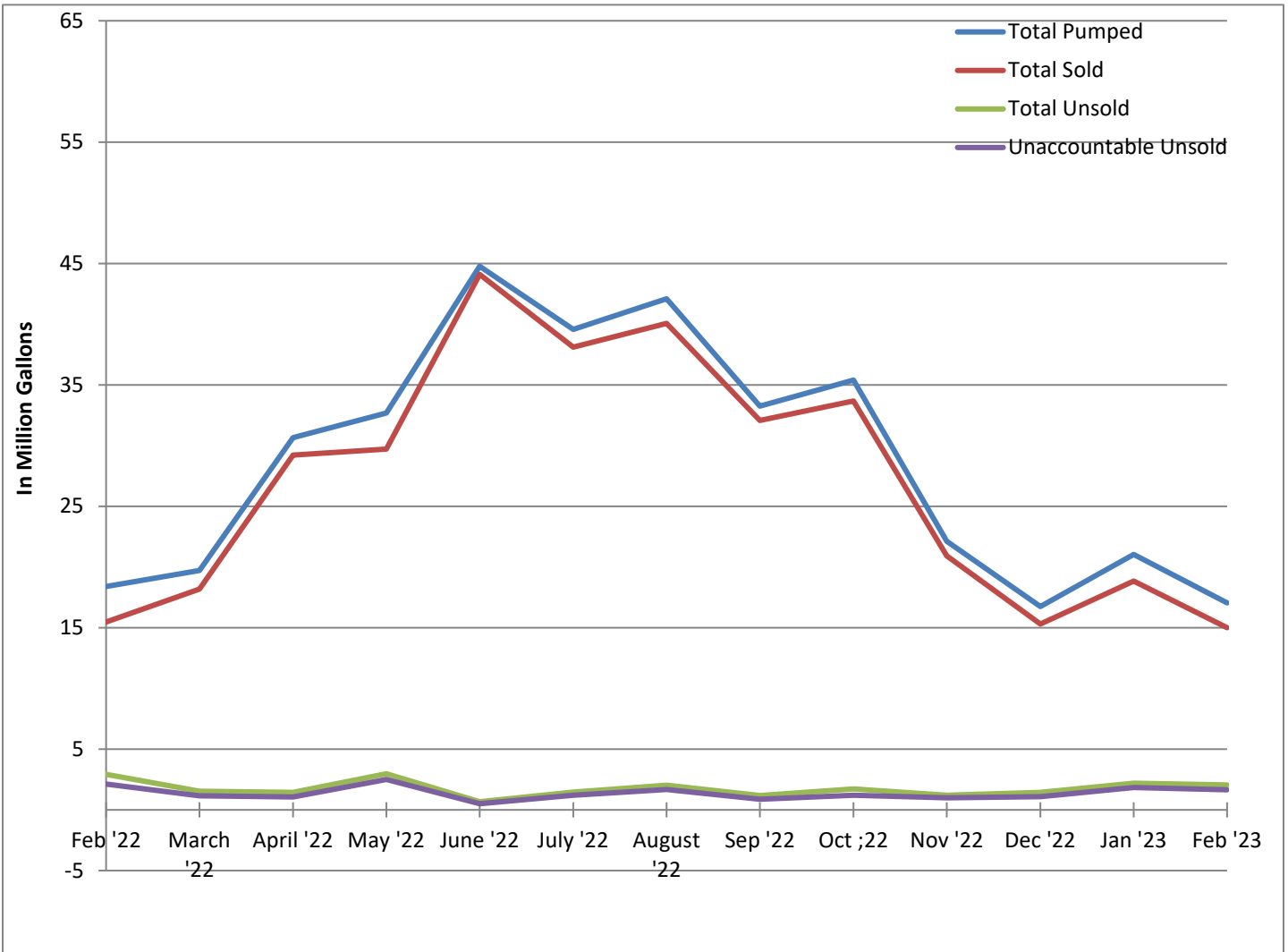


	Month:	Year:	Available:	Stage:
Edwards Well Usage AC/FT:	3.6	8.87	606.81	3
Trinity Well Usage AC/FT:	49.63	105	N/A	0

Water Quality

Backteriological Samples	Due :	Missed:	Passed:	Failed:
Distribution Samples :	6	0	6	0
Speacial Samples :	0	0	0	0
Chlorine Residual Test:	28	0	28	0

2021 – 2022 Pumping Report



	Total Pumped (Thousands)	Total Sold (Thousands)	Total Unsold (Thousands)	Unaccountable Unsold (Thousands)	Unaccountable Unsold %
Feb '22	18,402	15,471	2,931	2,131	11.6%
Mar '22	19,708,	18,182	1,526	1,160	5.9%
April '22	30,656	29,217	1,439	1,073	3.5%
May '22	32,689	29,713	2,976	2,505	7.7%
June '22	44,778	44,108	6,703	506	1.1%
July '22	39,584	38,121	1,463	1,196	3.0%
Aug '22	42,087	40,066	2,021	1,687	4.0%
Sep '22	33,266	32,087	1,179	879	2.6%
Oct '22	35,400,	33,684	1,716	1,204	3.4%
Nov '22	22,132	20,924	1,208	988	4.5%
Dec '22	16,749	15,305	1,444	1,094	6.5%
Jan '23	21,033	18,840	2,193	1,843	8.8%
Feb '23	17,052	15,007	2,045	1,645	9.6%
Yearly Average	28,948	26,979	2,219	1,378	5.6%

Utilities Department Monthly Activities:

New Installed Meters	0	Work Orders	431
Meter Replacements	0	Locates	28
City Owned Leaks	1	Irrigations Permits Issued	0
Meters Read	1698	Total Rebates	0
Meter Tests	0		

AMI Information

	Jan.	Feb.		Jan.	Feb.		
Total AMI Notifications	1034	754	↓ 280	Abnormal Usage	195	120	↓ 75
Automatic Draft Customers	689	690	↑ 1	Continuous Flow	114	110	↓ 4
AMI Customer Portal Profiles	748	749	↑ 1	Leak Info Code	164	130	↓ 34
E-Billing Customers	383	400	↑ 17	Usage Trend	78	36	↓ 42

Stage 2 restriction alerts

February alerts 358

Down 125 from January

*Active Leak Info Code Alerts – The firmware on the meter is measuring the flow rate through the meter and will only be triggered if water is flowing continuously above the configurable parameter of the meter's max-flow rate threshold for 24 hours. The city has set a standard max-flow rate of .1% and is notified of any triggered alert.

Leak Adjustments

New Requests	1	Waiting for Customer		Approved		Amount Approved	0	Denied	0	Sent to Water Commission	0
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Garden Ridge Library

Volume VI, Issue 6

March 1, 2023

Monthly Library Update

By Linda Crosland, Library Director

For leisure, for learning, for life!

Upcoming Activities for March

Children's Activities

Tuesdays, Lego Robotics , 3:15 PM

Wednesdays, Lego Club, 3:15 PM

Thursdays, Mad about Science, 3:15 PM,

Friday, Preschool Storytime and Stay & Play,
10:30 with Stay & Play immediately following

Spring Break Week, Special Different Activities each day (See next page)

Easter Bunny Storytime, March 31, 10:30 AM,
with Easter Egg Hunt

Young Adults' Activities

4th Saturday, Young Adults, Gaming Un-plugged, games and fellowship, 6:00-8:00 PM

Adults' Activities

1st Tuesdays, Cards for Troops, 1:00 PM

3rd Tuesdays, Card-making, 1:00 PM

Thursdays, Adult Coloring, 1:00 PM

Lunch-n-Learn, Thursday, March 16, 12:00 Noon, "Why Choose Native Plants for Your Landscape?", by Debbie Kyouac

Living Life Well, "Get a Grip—Pain Management" Tuesday, March 21, 6:00 PM, by Amanda Gordon MSN, APRN, FNP-C

Department Statistics for February

Visits to the Library	1,015
Items Checked Out	2,086
\$ Saved by checking out hardcopy books during February	\$8,097.18
\$ Saved by using Libby	\$9,945.00
New Patrons Added	19
New Items Added to Physical books	
-Libby Books + Libby Advantage	191
-SimplyE	212
Volunteer Hours	163

Activity Statistics

Children's Preschool Storytime	102
Children's Lego Robotics & Regular Legos & Science Club	179
Young Adults Game Night	10
Astronomy Night	44
Adult Classes—Coloring, Sodalis Book club, crafts, Lunch-n-Learn	77

Activity Totals 412

"A reader lives a thousand lives before he dies . . . The man who never reads lives only one." - George R.R. Martin (Game of Thrones author)

SPRING BREAK



At the Library

Week of March 13-17

Monday, Library Scavenger Hunt, Come-n-Go
10:30 AM – 3:30 PM

Age-appropriate searches

Tuesday, Family Afternoon Movie, 3:00 PM
Popcorn served

Wednesday, Board Games, What Can You Do
with a Box?, Come-n-Go 10:30 AM – 3:30 PM

Thursday, Nature Walk, Make a Nature Mobile,
Come-n-Go 10:30 AM – 3:30 PM

Friday, Preschool Storytime 10:30 AM
2:00 – 3:30 PM, “Green Crafts” and
Leprechaun Punch



memorandum

To: Garden Ridge City Council
From: Trihydro Corporation
cc: Ms. Nancy Cain, City Administrator, City of Garden Ridge
Date: February 22, 2023
Re: Engineering Report for March 2023 Council Meeting

1. FM 2252 TxDOT Project

- Design plans submitted to utility coordinator for review
 - TxDOT Permit
 - Bidding Services

2. City of Garden Ridge Sewer System

- Force main discharge
 - Revisited the utilization of City of Schertz sewer mains to serve the City

3. Land Development Projects

- Potential Developments: The City Engineer has responded to inquiries from developers regarding potential development projects along FM 2252.



February 28, 2023
City of Garden Ridge
Mrs. Nancy Cain
City Administrator
9400 Municipal Parkway
Garden Ridge, TX 78266

Dear Mrs. Cain,

This letter is to inform you that Republic Services will continue servicing the City of Garden Ridge past the expiration date of the Municipal Solid Waste Agreement. The agreement expires on 3/31/2023. Garden Ridge City Council does not meet until 4/5/2023. City Council will be voting on 4/5/2023 to approve a 120 day extension to the solid waste agreement.

The 120 day extension is designed to offer enough time for the City of Garden Ridge and Republic Services to properly negotiate a long-term extension. This letter allows Republic Services and the City of Garden Ridge to continue to do business as per the existing terms of the City of Garden Ridge Ordinance 143-092014 during the time between the expiration of the ordinance and the extension which will be voted on at the 4/5/2023 City Council Meeting.

Respectfully,

Tom Armstrong
Manager, Municipal Services
Republic Services of San Antonio
4542 SE Loop 410
San Antonio, TX 78222
tarmstrong@republicservices.com

ORDINANCE NO. 143-032023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, GRANTING A ONE HUNDRED TWENTY (120) DAY EXTENSION OF AN EXISTING EXCLUSIVE FRANCHISE AGREEMENT KNOWN AS ORDINANCE NO. 143-012020 BETWEEN THE CITY OF GARDEN RIDGE AND BFI WASTE SERVICES OF TEXAS, LP/DBA REPUBLIC SERVICES OF SAN ANTONIO FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING SERVICE WHICH EXPIRES ON MARCH 31, 2023, AND AUTHORIZING THE CITY ADMINISTRATOR TO CONTINUE NEGOTIATIONS AND DEVELOPMENT OF ON AN EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE TWO PARTIES DURING SAID EXTENSION PERIOD.

WHEREAS, the City of Garden Ridge has the responsibility to provide for the health and welfare of its citizens; and

WHEREAS, the City of Garden Ridge has granted to BFI Waste Services of Texas, LP/DBA Republic Services of San Antonio an exclusive agreement for the collection and disposal of solid waste and recycling services which expires on March 31, 2023, and

WHEREAS, the City of Garden Ridge and BFI Waste Services of Texas, LP/DBA Republic Services of San Antonio are in the process of negotiating and developing an exclusive agreement and it has been found that an extension not to exceed one hundred (120) days is necessary to complete an agreement, and

WHEREAS, it has been, and is, determined by the City of the City of Garden Ridge to be in the best interest and necessary to preserve and protect the public health of all citizens of said City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, THAT:

SECTION 1. EXTENSION.

The exclusive franchise agreement between the City of Garden Ridge and Republic Services (Ordinance No. 143-012020 attached as Exhibit A) is extended for a period not to exceed one hundred twenty (120) days from the date of passage of this ordinance for the purpose of negotiation and development of an exclusive franchise agreement between the two parties.

The City Administrator is authorized to continue negotiations and development of an exclusive franchise agreement between the City of Garden Ridge and BFI Waste Services of Texas, LP/DBA Republic Services of San Antonio.

SECTION 2. CUMULATIVE AND SAVINGS.

This Ordinance is cumulative of all provisions of ordinances of the City of Garden Ridge, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3. SEVERABILITY.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality will not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED ON this 1st day of March, 2023.

Robb Erickson
Mayor
City of Garden Ridge

ATTEST:

Marisa Spencer
City Secretary
City of Garden Ridge

Bill Rich
General Manager
BFI Waste Services of Texas, LP/
dba/Republic Services of San Antonio

ATTEST:

Tom Armstrong
Manager Municipal Services
BFI Waste Services of Texas, LP/
dba/Republic Services of San Antonio

Exhibit A

Exclusive Franchise Agreement
between the City of Garden Ridge and
Republic Services of San Antonio
(Ordinance No. 143-012020)

ORDINANCE NO. 143-012020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, GRANTING AN EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF GARDEN RIDGE, TEXAS, AND BFI WASTE SERVICES OF TEXAS, LP/DBA/REPUBLIC SERVICES OF SAN ANTONIO FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING SERVICE; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; SETTING FORTH GENERAL SPECIFICATIONS ESTABLISHING RATES FOR COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING SERVICE; PROVIDING FOR ENFORCEMENT AND THE COLLECTION OF ESTABLISHED RATES; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE OF A FINE OF NOT LESS THAN \$100.00 NOR MORE THAN \$500.00 AND MAKING EACH DAY A SEPARATE OFFENSE; PROVIDING A CUMULATIVE AND SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Garden Ridge has the responsibility to provide for the health and welfare of its citizens; and

WHEREAS, the City Council of the City of Garden Ridge has determined that it is in the public interest of said City and its citizens to grant an exclusive franchise to BFI Waste Services of Texas, LP/dba/Republic Services of San Antonio, to provide for the satisfactory and efficient collection, removal, and disposal of solid waste and recyclable materials so as to maintain safe and sanitary conditions within Garden Ridge; and

WHEREAS, it has been, and is, determined by the City Council of the City of Garden Ridge to be in the best interest and necessary to preserve and protect the public health of all citizens; and

WHEREAS, the City Council finds and determines that it is necessary to adopt an Ordinance granting an exclusive franchise agreement between the following parties to this Contract: the City of Garden Ridge, Texas (hereinafter called "City") and BFI Waste Services of Texas, LP/dba/Republic Services of San Antonio (hereinafter called "Contractor").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, THAT:

SECTION 1. GRANT OF AUTHORITY.

There is hereby granted by the City to Contractor the exclusive right and privilege to operate and maintain within the City of Garden Ridge a service for the collection and removal of garbage, trash, brush, and other items intended to be discarded, (hereinafter called "solid waste"), and recyclable materials. The right and privilege granted in this Contract for the purpose set forth above shall be exclusive and no other contractor, person, or corporation shall be permitted to engage in garbage collection or recycling service from residential, commercial or industrial generators, within the City during the term of this franchise.

SECTION 2. COMPLIANCE WITH LAWS AND ORDINANCES.

Contractor shall, at all times during the terms of this contract, be subject to all such reasonable regulations as the City may hereafter provide. In addition, Contractor shall observe all state and Federal laws, rules, and regulations relevant to collection, removal, and disposal of solid waste.

SECTION 3. DEFINITIONS.

For purposes of this Ordinance and Contract, the following terms, words, and the derivation thereof shall have the meaning given herein. All other terms have their usual and ordinary meaning.

Bags means plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag shall not exceed thirty-five (35) pounds.

Bulky Waste means stoves, refrigerators (freon must be removed), water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, brush, yard waste, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

Bundle means tree, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length and thirty-five (35) pounds in weight.

Commercial Container means metal receptacle designed to be lifted and emptied mechanically for use at Commercial and Industrial Units.

Commercial and Industrial Unit means all premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, which is not a Residential Unit.

Construction Debris means waste building materials resulting from construction, remodeling, repair, or demolition operations.

Container means a receptacle with a capacity of greater than twenty (20) gallons, but less than thirty-five (35) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the containers by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed thirty-five (35) pounds.

Dead Animals means animals or portions thereof equal to or greater than twenty (20) pounds in weight that have expired from any cause, except those slaughtered or killed for human use. Farm and ranch animals are excluded.

Disposal Site means a refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals.

Garbage means any and all dead animals equal to or greater than twenty (20) pounds in weight except those slaughtered for human consumption and excluding farm and ranch animals; every accumulation of waste (animal, vegetation, household, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay, or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or

vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, or Stable Matter.

Hazardous Waste means any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be “hazardous” as that term is defined by or pursuant to Federal or State law.

Producer means an occupant of a Residential Unit or Commercial Unit who generates refuse.

Recyclable Material means any and all materials as the parties may agree in writing (i.e., newspaper, glass, aluminum cans, and plastic).

Recycling Container means a rigid plastic container with a capacity of approximately eighteen (18) gallons used to facilitate curbside recycling.

Refuse refers to Residential Refuse and Bulky Waste, Construction Debris, and Stable Matter generated at a Residential Unit unless the context otherwise requires.

Residential Refuse means all garbage and rubbish generated by a producer at a Residential Unit.

Residential Unit means a dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than one family. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Rubbish means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packing or wrapping crockery and glass, ashes cinders, floor sweepings, glass mineral or metallic substances, and any and all other waste materials not included in the definitions of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, or Stable Matter.

Stable Matter means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

SECTION 4. RESPONSIBILITIES OF CONTRACTOR.

- a) Hold Harmless: The Contractor will indemnify, save harmless, defend and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees incident to any work done in the performance of this Contract, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

- b) Insurance: The Contractor shall at all times during the Contract maintain in full force and affect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage as provided for herein. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The coverages may be provided by the Contractor's parent corporation and the City shall be named as an "additional insured". The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000
Excess Umbrella Liability	\$1,000,000 each occurrence
Bodily Injury Liability (Except Automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (Except Automobile)	\$1,000,000 each occurrence \$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence

- c) Licenses: The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) necessary to perform the services required of Contractor by this Ordinance.
- d) Equipment: The Contractor shall maintain and operate its collection system and equipment in order to render competent and efficient service subject to the terms of this Contract. All equipment, including motor vehicles and trucks necessary for the performance of this franchise, shall be in good condition and repair. The trucks used in collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and rubbish. Said collection vehicles shall be painted and numbered and shall have Contractor's name and telephone number painted in letters of a contrasting color on each side of the vehicle in a size and type so as to be easily readable from a distance of fifty (50) feet. All vehicles shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week. Contractor shall furnish the City with a list of the type, model, and age of the equipment to be utilized for servicing Garden Ridge. A standby vehicle shall always be available.

SECTION 5. SERVICE REQUIRED OF CONTRACTOR.

The Contractor shall provide, at a minimum, the following services within the corporate limits of the City of Garden Ridge, Texas.

- a) **Residential Service:** Contractor shall provide collection service for the collection of residential garbage (except bulky waste) to each Residential Unit two (2) times per week on either Monday and Thursday or Tuesday and Friday depending upon location of residence. Such collection services must be provided between the hours of 7:00 a.m. and 8:00 p.m.

Contractor will furnish curbside pickup of grass, leaves, and other similar residential yard grown refuse on regular pickup days placed in plastic bags not exceeding thirty-five (35) pounds in weight or placed in garbage cans. Trees, brush, shrubbery and the like to be picked up with garbage, subject to the quantity limitations hereinabove set forth, shall be cut and tied in bundles of not more than four (4) feet in length and thirty-five (35) pounds in weight each, if the same is not placed in garbage cans.

Contractor will furnish curbside pickup of recyclable material one day each week on the second pickup day of the week depending on the section of city residence is located. A schedule indicating each date of recycling pickup for the calendar year will be determined and agreed upon by the City and the Contractor prior to the beginning of the new calendar year. The City shall distribute the recycling calendar to all residents of the City.

Contractor will provide a Contractor-owned eighteen (18) gallon recycling bin to each residence. All proceeds from the marketing of recyclables will be returned to the City. Residents shall not be limited to recycle what the bin will hold. The resident may place additional recyclable material beside the recycling bin in a garbage can or in bags and must be designated as recyclable material. Recyclable material will include newspaper, aluminum, tin, plastic, and glass. The Contractor will provide the City with a list of allowable recyclable materials annually and must provide an updated list of recyclable materials as deletions or additions are made to the list of recyclables. Contractor shall pickup curbside recyclables, with the exception that citizens may participate in other governmental sponsored recycle activities.

In the event that a resident may desire pickup of excessive or unusual items, or service not contemplated by the Ordinance, such resident should make independent arrangements with the Contractor. Contractor shall have no obligation whatsoever to collect Hazardous Waste, Infectious Waste, or Special Waste.

A schedule of costs for residential solid waste collection and recycling are attached as **Exhibit A.**

- b) **Commercial Service:** All commercial establishments and business operations in the City are required to have solid waste collection and disposal service. Commercial service is available for either “hand pickup” or by commercial or industrial containers. All commercial or industrial containers will be supplied by the Contractor. Each commercial establishment and business operation are responsible for ensuring that the size of container and number of times of service are adequate to meet the solid waste collection needs of the business and to ensure that no “overflow” situations occur.

The schedule of costs for commercial hand pickups, commercial or industrial containers for solid waste collection for commercial, and business operations in the City are attached as **Exhibit A**.

- c) Construction Debris: Debris from lot clearing and construction operations, rock, brush, tree limbs, waste, scrap, building materials, or other trash resulting from construction or major remodeling, resulting from a general cleanup of vacant or improved property just prior to its occupancy, or resulting from sizeable amounts of trees, brush, and debris cleared from property in preparation for construction, or the remodeling of residence, will not be removed as a part of a regular service. Builders/contractors must contract with for collection and disposal of construction debris. Collection and disposal of construction debris is not included as part of the exclusive grant of authority to the Contractor under this agreement.
- d) Other Provisions:
 - 1. Contractor shall have the responsibility of the disposal of all refuse and garbage collected under this agreement and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and/or the rules, regulations and standards established or to be established by the Federal Government and the Texas Commission on Environmental Quality.
 - 2. Contractor will provide removal of dead animals (regardless of weight or size) from the right-of-way without charge to the City. Contractor must pickup dead animals reported by the City on the days service is provided in the City, or sooner.
 - 3. Contractor shall provide to all City facilities free of charge regularly scheduled garbage collection sufficient to avoid unhealthy or unsightly accumulation.
 - 4. Contractor will provide at no charge to the City, a sufficient number of roll-off containers at a location designated by the City for disposal of brush, tree cuttings, yard waste, and bulky waste during the first, second, third, and fourth weekends (Saturday and Sunday) for the months of January, March, May, July, September, and November of each year. Contractors and commercial establishments are excluded from this service. The City shall call for pulls when needed during each period. There will not be a charge for the pulls and the container will simultaneously be replaced as necessary. Contractor shall provide roll-off containers for emergency waste removal, such as storm damage in sufficient number and on demand by City without charge.
 - 5. Contractor shall provide containers for City-sponsored events without charge.
 - 6. Contractor shall discontinue garbage collection service at any residential unit upon written notice from the City. Upon further notification by the City the Contractor shall resume collection on the next regularly scheduled collection day. The City shall be solely responsible for any claims, suits, damages, liabilities, or expenses resulting from Contractor's discontinuance of service at any location at the direction of the City as long as the Contractor is without responsibility and following the specific instructions of the City.

7. In the event the Contractor shall fail to make any garbage pickup or collection for any reason after being notified by telephone or email, the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to the Contractor the charges therefore.
8. Contractor shall maintain an office through which it may be contacted. It shall be staffed with sufficient competent personnel to handle calls and inquiries from 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 12:00 p.m. on Saturdays.
- e) Holiday Schedule: The following holidays will be observed by the Contractor and services will not be provided on these days: New Year's Day (January 1), Thanksgiving Day (last Thursday in November), and Christmas Day (December 25). During the holiday week, collection will run one (1) day behind after the listed holidays.

SECTION 6. RESPONSIBILITIES OF CITY.

The City shall have the following responsibilities under this Franchise Contract:

- a) To advise Contractor monthly of any additions or deletions to the list of residential, commercial, and industrial units from whom collections are made or to be made.
- b) To notify Contractor of any complaints regarding Contractor's services under this Agreement.

SECTION 7. RESPONSIBILITIES OF CUSTOMER.

Garbage collection service is mandatory for all residences and places of business within the City excepting those residences located on farms and ranches, as defined as ten (10) or more acres where farming and ranching operations are being conducted.

Garbage container, bags, and bundles must be placed at curbside locations for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Garbage container, bags, and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, garbage containers, bags, and bundles shall be placed as close as practicable to an access point for the collection vehicle. All dead animals less than forty (40) pounds must be doubled bagged and placed at curbside. Contractor is not responsible for pickup of farm and ranch properties. Contractor may decline to collect any garbage container, bag, and bundle not so placed or any Residential Garbage not in a garbage container, bag, or bundle.

SECTION 8. RATES, COLLECTION, AND PAYMENT.

- a) Rates for collection services are attached in Exhibit A. Annual rate adjustment for CPI (Water, Sewer & Trash index) as warranted by economic conditions may be assessed the second and subsequent years of the contract for all services as a whole. Contractor shall give a ninety (90) day notice of such rate adjustment.

- b) In addition, the Contractor may petition the City for a rate adjustment after giving a sixty (60) day written notice to the City. The notice and petition must include specific and detailed documentary support for the requested adjustment and support for any amount proposed which increases the expenses paid for the services provided under this contract and include whether a denial of the proposed increase would result in the termination of this contract by the Contractor. The petition's support shall include any and all documents, including revised laws, ordinances, regulations, or landfill operator dumping fees that impact the costs of the provided services. The Contractor shall be entitled to "pass through" any taxes, fees, or other impositions of any governmental, regulatory entity, or landfill operator dumping fees placed upon or charged against the business or activity of collection and disposal of solid waste only to the extent that the costs are in addition to the customary and usual expenses of doing business by Contractor. Should the City reject the Contractor's petition for rate adjustment, Contractor is required to continue providing services for a period of one hundred twenty (120) days, after providing written notice of intent to terminate this contract to the City. This provision does not prohibit the City and the Contractor to negotiate new or different services to offset any proposed rate adjustment at any time.
- c) The City shall collect from the Contractor four percent (4%) of the total collections, excluding sales tax, from residential, commercial, and industrial customers as a gross receipt's tax/franchise fee for the privilege of using the streets in connection with this franchise agreement. Contractor shall remit a five percent (5%) franchise fee to the City for roll-off container services. Contractor shall pay amount to the City on a monthly basis with the City retaining four percent (4%) from the monthly remittance made to the Contractor.
- d) The City shall bill and collect from all residential, commercial, and industrial customers in the City.
- e) All customers will be billed the monthly rates detailed in Exhibit A. Residences located outside of the corporate limits of Garden Ridge that are serviced by City water may subscribe to solid waste collection with the Contractor and billed for such service by the City. Subscribers outside of the City will be billed at the rates detailed in Exhibit A.
- f) The City shall calculate the amount of solid waste collection service and recycling billed to residential, commercial, and industrial customers monthly and shall retain eleven percent (11%) of the total collections as a billing service charge.
- g) The City shall remit to the Contractor, on a monthly basis a total of eighty-five percent (85%) of the total collections plus sales tax to the Contractor. With the remittance to the Contractor, the City shall submit documentation to support the monthly calculation of total sales, eleven percent (11%) billing retainage, and four percent (4%) franchise fee plus sales tax. The Contractor is responsible for remitting the sales tax submitted by the City for the services billed.
- h) The City reserves the right to negotiate billing and collection for solid waste collection and disposal service with the Contractor with one hundred twenty (120) days written notice by the City to the Contractor. Should billing and collection be transferred to the Contractor transfer of all customer information would be coordinated between the City and contractor during the one hundred twenty (120) day period.

SECTION 9. COMPLAINTS.

Complaints received by the City concerning solid waste collection and recycling services from residential and commercial customers will promptly be reported to Contractor. The Contractor shall promptly respond to complaints received and provide the City with a report concerning corrective and/or investigative actions taken by the Contractor on each complaint.

SECTION 10. LEGAL PROVISIONS.

- a) In the event the collection and disposal of garbage shall be interrupted for any reason for more than forty-eight (48) hours as a sole result of a willful or negligent act of the Contractor, the City shall have the right to make temporary independent arrangements for the purpose of continuing this necessary service to its citizens in order to provide and protect the public health and safety.

An exception for not providing regularly scheduled service to certain locations would be hazardous conditions in which case a report will be made to the City and service shall resume when the hazardous condition is rectified. The City and Contractor agree that the Contractor shall not be responsible or liable in any way for damages by fire, flood, earthquake, or act of God.

If the interruption in service continues for a period of seven (7) days as a sole result of a willful or negligent act of Contractor, then City shall have the right to terminate the rights and privileges granted in this contract. The City and Contractor agree that the Contractor shall not be responsible or liable in any way for damages caused by fire, flood, earthquake, or act of God.

- b) No assignment of Franchise Contract or any right accruing hereunder shall be made in whole or in part by the Contractor without the express written consent of any assignment; the assignee shall assume the liability of the Contractor.
- c) The Mayor is authorized to execute such contract on behalf of the City of Garden Ridge, Texas.
- d) In the event that the City is required to take any legal action to enforce the terms and conditions of this agreement because of the breach of or failure to perform any term or condition by the Contractor, the Contractor agrees to pay all costs expended by the City including reasonable attorney fees.
- e) In the event of a natural disaster (defined as a storm, flood, tornado, or earthquake) wherein the City is declared a disaster area by the State or Federal government, City shall have the right to dispose of rubbish and trash and will attempt in good faith to use Contractor's facilities if they can be used at the same or lower costs than other methods available to the City. This provision shall also apply to the disposal of any rubbish or trash resulting from severe weather or fires of a lesser degree than a natural disaster.

- f) Where written notices are provided for in this agreement, same shall be sufficient to notify Contractor if mailed by certified mail to BFI Waste Services of Texas, LP/dba/Republic Services of San Antonio, 4542 S.E. Loop 410, San Antonio, Texas 78222 Attention: Tom Armstrong, Manager, Municipal Sales and shall be sufficient to notify the City if mailed certified mail to the City of Garden Ridge, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

SECTION 11. VIOLATION OF ORDINANCE.

A violation of this Ordinance is a Class C Misdemeanor punishable upon conviction by a fine of not less than one hundred (\$100) dollars nor more than five hundred (\$500) dollars for each day that such offense continues and shall be a separate offense. Any violator may be subject to the enforcement provisions of Chapter 54 of the Texas Local Government Code.

SECTION 12. CUMULATIVE AND SAVINGS.

This Ordinance is cumulative of all provisions of ordinances of the City of Garden Ridge, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. All previous Ordinances, Resolutions, and Agreements, including Amendments thereto, regarding and granting permission for the collection, removal, and disposal of solid waste and recyclable materials within the City are hereby superseded on the effective date of this Ordinance.

SECTION 13. SEVERABILITY.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality will not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 14. TERM OF CONTRACT AND EFFECTIVE DATE.

This Ordinance shall become effective immediately upon its passage, approval, and publication as provided by law. This Contract shall become effective and in force as of the 1st day of April, 2008, and terminating on March 31, 2023; provided, however this contract may be extended after said fifteen (15) year period for successive one-year periods thereafter upon the express mutual consent of the City Council and BFI Waste Services of Texas, LP/dba/Republic Services of San Antonio and the passage of an ordinance declaring the period of extension. Notwithstanding any other provision in this contract, the City may terminate this Contract, with or without cause, with a one hundred twenty (120) day written notice.

PASSED AND APPROVED ON this 2nd day of January, 2020.

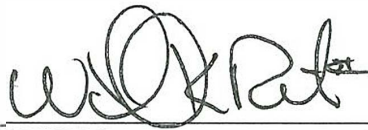


Larry Thompson
Mayor
City of Garden Ridge

ATTEST:



Marisa Spencer
City Secretary
City of Garden Ridge



Bill Rich
General Manager
BFI Waste Services of Texas, LP/
dba/Republic Services of San Antonio

ATTEST:



Tom Armstrong
Manager Municipal Services
BFI Waste Services of Texas, LP/
dba/Republic Services of San Antonio

EXHIBIT A

CITY OF GARDEN RIDGE
EFFECTIVE 01-2020
RESIDENTIAL AND COMMERCIAL WASTE RATES

RESIDENTIAL (SINGLE FAMILY DWELLING)	\$26.00 per month
---	-------------------

COMMERCIAL HAND PICKUPS

Class 1 (offices, churches, small business) 1 Cart	\$25.99 per month
Class 2 (light retail/industrial) 2 Carts	\$44.52 per month
Class 3 (medium retail) 3 Carts	\$63.09 per month

COMMERCIAL/INDUSTRIAL CONTAINERS

CONTAINER SIZE	TIMES SERVICED PER WEEK					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2 Cubic Yards	\$ 58.13	\$ 98.93	\$117.52	\$132.35	\$148.44	\$164.52
3 Cubic Yards	\$ 72.98	\$126.17	\$169.47	\$194.20	\$217.71	\$241.21
4 Cubic Yards	\$ 91.53	\$149.68	\$202.87	\$241.21	\$280.79	\$320.37
6 Cubic Yards	\$134.83	\$213.99	\$284.50	\$355.01	\$426.76	\$497.26
8 Cubic Yards	\$155.86	\$270.90	\$366.15	\$461.38	\$557.87	\$651.88

EXTRA DUMPSTER PICKUP

2 Cubic Yards	\$20.00 per haul
3 Cubic Yards	\$27.00 per haul
4 Cubic Yards	\$30.00 per haul
6 Cubic Yards	\$34.00 per haul
8 Cubic Yards	\$36.00 per haul

ROLL-OFFS

20 yard	\$353.53 per haul
30 yard	\$414.37 per haul
40 yard	\$476.22 per haul
Deliveries	\$117.52 each
Container Rental	\$111.33 per month



To: City of Garden Ridge Council Members
From: Christine Green – Finance-HR Director
Date: March 1, 2023

In January 2023, the City advertised for Request for Applications for Bank Depository Services.

One banking institution responded and submitted a proposal. It was submitted by First United Bank. The proposal has been reviewed by Nancy Cain, City Administrator, and Christine Green, Finance-HR Director. The proposal meets all the requirements outlined in the advertised Request for Applications.

Attached is the Bank Depository and Collateral Agreement to be executed between the City of Garden Ridge and First United Bank.

Staff is recommending the Bank Depository and Collateral Agreement be awarded to First United Bank and the City Administrator be authorized to sign the agreement on the City's behalf.

BANK DEPOSITORY AND COLLATERAL AGREEMENT

The CITY of Garden Ridge hereinafter referred to as "CITY", through action of its governing body has selected First United Bank, hereinafter referred to as "BANK", and designated BANK as a depository to receive time and/or demand deposits from the CITY. This BANK Depository and Collateral Agreement (the "Agreement") by and between CITY and BANK is made and entered into this 1st day of March 2023 for BANK services commencing March, 2023.

Section I Designation as Depository

The CITY, through the action of its governing body, hereby designates the BANK as its depository for banking services for a period commencing March 1, 2023, and continuing through February 28, 2028.

Section II Designation of Custodian

The CITY and BANK, by execution of this Agreement hereby designate the Bank of Oklahoma (the "Custodian") to hold in trust, according to the terms and conditions of the CITY's Request for Proposal, RFP dated February 1, 2023 (the "RFP") all securities pledged as depository collateral in accordance with the CITY's Investment Policy and the Public Funds Collateral Act, Texas Government Code Section 2257. If the Federal Reserve is designated as Custodian an FRB Pledge Agreement executed under the terms of Appendix C of the Federal Reserve's Circular 7, as it may be amended from time to time, shall be executed and all the provisions of such Circular 7 are incorporated herein by reference.

All fees from the Custodian associated with the safekeeping of securities pledged to the benefit of the CITY shall be borne by the BANK.

Custodian shall promptly provide CITY with safekeeping or trust receipts for Collateral as received from BANK clearly marked as a pledge to the CITY. Custodian shall provide directly to CITY a monthly report of Collateral to include a description of the securities including cusip, par value, and market values.

CUSTODIAN shall permit the CITY or its independent auditor to examine Collateral in the presence of the appropriate officials of said BANK at any time during normal business hours.

Section III Designation of Authorized Representatives

During the term of this Agreement period, the CITY will through appropriate action of its governing body, designate the officer or officers, who singly or jointly will be authorized to represent and act on behalf of the CITY in any and all matters of every kind arising under this Agreement and to (a) execute and deliver to BANK an electronic funds transfer agreement (and any addenda thereto), (b) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfers on behalf of CITY, and (c) make withdrawals or transfers by written instrument.

Section IV BANK Representations and Warranties

BANK represents, warrants, and agrees:

- a. The BANK has full power and authority to enter into this Agreement.
- b. BANK is the owner of the Collateral.
- c. BANK shall be entitled to income on Collateral held by Custodian and the Custodian may dispose of such income as directed by the BANK without approval of CITY, provided an Event of Default does not exist.

Section V Authorized CITY Representative

For the term of this Agreement, the CITY and BANK have through appropriate action of their Boards, have designated the individuals authorized to represent and act for the CITY and BANK respectively in all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Documents designating these individuals will be provided to the CITY and Bank. Any change in these representatives will be made in writing.

Section VI CITY Representations and Warranties

CITY further represents, warrants, and agrees:

- a. CITY has full power and authority to enter into this Agreement.
- b. CITY will comply with the terms of any other agreements it may have with the BANK for services provided.

Section VI Grant of Security Interest

In accordance with the terms of this Agreement, BANK hereby pledges to CITY and grants to CITY a security interest in securities and assigns and pledges securities owned by the BANK and held by the CUSTODIAN for benefit of the CITY hereinafter referred to as "Collateral" upon which the CITY shall have first and prior lien.

The CITY shall have the power to determine and designate the character and amount of the funds which will be deposited in the BANK. CITY deposits shall never be the subject of any garnishment or attachment, and BANK shall not recognize any attempt to garnish or attach same or be a party to any action.

Section VII Authorized Collateral

CITY time and demand deposits, inclusive of accrued interest, in excess of the Federal Deposit Insurance Corporation insurance, shall be secured at all times by collateral, acceptable to the CITY and in accordance with the Public Funds Collateral Act (Texas Government Code 2257) and the CITY Investment Policy, pledged by the BANK and held in trust by the Custodian in an amount equal to at least 102% of the total of those funds. The custodian will provide a monthly report of the collateral directly to the CITY with a full description of the securities.

Acceptable collateral includes:

1. United States Treasury Bills, Notes and Bonds
2. Notes and Bonds of United States Agencies and Instrumentalities
3. Collateralized Mortgage Obligations of US Government Agencies and instrumentalities which pass the bank test
4. Other evidence of indebtedness of the US Government which are guaranteed as to principal and interest by the US Government
5. Municipal bonds rated continuously A or better

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the CITY and (b) specifically authorized representatives of the BANK. The BANK shall have the right, with the prior written consent of the CITY, to substitute or replace any or all the pledged securities with collateral acceptable to the CITY. Newly pledged collateral will be received by the Custodian before release of existing collateral by the Custodian.

Custodian shall promptly forward to CITY original safekeeping or trust receipts covering all collateral pledged. Receipts or reports shall be clearly marked as pledged to the CITY.

Section VIII Substitutions and Withdrawals

If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, BANK may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both the BANK and CITY. CITY agrees that approval of the withdrawal notice will not be unreasonably withheld if the Collateral exceeds the Required Collateral Value.

If the aggregate market value of Collateral held by Custodian at any time does not equal the Required Collateral Value, BANK shall provide additional Collateral within that business day to bring the total aggregate market value equal to the Required Collateral Value.

BANK may substitute authorized Collateral for any of the Collateral held by Custodian at any time by providing Custodian with a withdrawal notice provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. All substitutions require CITY'S prior written consent shall not be unreasonably withheld.

Section IX Default and Remedies

Should BANK at any time fail to pay and satisfy, when due, any check, transfer, draft or voucher lawfully drawn against CITY'S deposits, or in any manner breach its agreement with CITY, CITY shall give written notice of such failure or breach and BANK shall have three (3) business days to cure such failure or breach. In the event BANK shall fail to cure such failure or breach within the three (3) days or should the BANK be declared insolvent by a Federal bank regulatory agency, or if a receiver is appointed for the BANK (each an Event of Default) it shall be the duty of the CUSTODIAN, upon demand by the CITY (supported by proper evidence of an Event of Default) to surrender the collateral to CITY.

CITY may sell all or any part of such collateral and out of the proceeds thereof, pay CITY all damages and losses sustained together with any expenses incurred by it of any kind on account of such failure. Collateral may be sold by CITY at public or private sale provided however that BANK shall have one business day notice of the time and place of the sale and BANK and CUSTODIAN shall have the right to bid at such sale.

Section X Financial Position

The BANK will provide a statement of its financial position on at least a quarterly basis. The BANK will provide an annual statement audited by its independent auditors including a letter as to its "fair representation".

Section XI Scope of Services

The BANK response to the CITY RFP dated February 1, 2023, (the "Response") is incorporated into this Agreement for all purposes, including services and service fees, time deposit, demand deposit and loan rates is attached as Exhibit A. Any BANK Service Agreements with Terms and Conditions ("Terms") on specific services are attached and part of this Agreement. If any provisions of the Response or Terms and this Agreement are in conflict, this Agreement will control.

The BANK shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, CITY owned securities, property and things of value held as depository.

The CITY shall have the power to determine and designate the character and amount of the funds to be deposited in the BANK. The CITY may arrange for time deposits and the BANK may accept such deposits but all-time deposits will be awarded on a competitive basis.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

Section XII BANK Compensation

BANK will be compensated for all services rendered to CITY under this Agreement. Interest from interest bearing accounts will not be charged through the account analysis. CITY has the right to choose whether fees are paid on a fee or compensating balance basis dependent on rates available.

a. On a compensating balance basis, BANK agrees to offset monthly service fees against its customary or agreed upon earnings credit rate for balances in CITY accounts. CITY and BANK will settle net insufficiencies in earnings credits, or excess earnings credits from excess balances, on a semi-annual basis calculated on the anniversary date of this Agreement. If sweep accounts are instituted for the CITY's accounts as part of this Agreement, the balances in these accounts will be swept to the compensating balance on a nightly basis on a compensating balance basis.

b. On a fee basis of compensation BANK will be compensated for any and all services rendered to CITY under this Agreement on a cost per item or monthly charge basis as set forth in the service charges of the BANK Response.

Section XIII Events of Default

The BANK shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The BANK shall also be in default if ruled "bankrupt", "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the BANK.

In the event of a default, failure or insolvency of the BANK, the CITY shall be deemed to have vested full title to all securities pledged under this Agreement. The CITY is empowered to take possession of and transfer and or sell all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the BANK. This power is in addition to other remedies which the CITY may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the CITY under this Agreement.

Section XIV Non-Assignability

This Agreement is not assignable in whole or in part but is binding on the parties, their successors, and assigns.

Section XV Termination

This Agreement may be terminated by either the CITY or the BANK by giving sixty (60) days prior written notice to the parties.

Section XVI Law Governing

All applicable provisions and requirements of the laws of the State of Texas governing depositories for the CITY shall be a part of this Agreement. The venue for all actions concerning this Agreement will be Comal County.

Section XVII Assigns

No portion of the Agreement may be assigned without the express written consent of the other party and any assignment must comply with all provisions of this Agreement.

Section XVIII Miscellaneous

The headings in this Agreement are for the convenience of reference only and should not be used in interpreting the Agreement. If any provision of this Agreement is found to be illegal or unenforceable under applicable law, that provision shall be deemed reformed to be enforceable to the extent permitted by applicable law.

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL

AGREEMENTS OF THE PARTIES. No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on either party unless it is in writing and signed by all parties hereto.

Section XIX Execution of Agreement

BANK represents that the BANK Board of Directors or BANK Loan Committee has passed a resolution authorizing and approving this Agreement providing for the deposit of funds and pledging Collateral in accordance with this Agreement; that such resolution is reflected in the official records of the BANK.

Section XX Official BANK Board Action

In accordance with FIRREA requirements, the BANK represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the BANK and the authorizing resolution is recorded in the official records of the BANK.

Executed this _____ day of _____, 2023.

CITY

BANK

Name and Title

Name and Title

ATTEST:

ATTEST:



Proposal for the City of Garden Ridge

FirstUnitedBank.com

Member FDIC.  Equal Housing Lender. NMLS# 400025.



City of Garden Ridge
9400 Municipal Parkway
Garden Ridge, Texas 78266

RE: Response to Request for Proposal

February 1, 2023

At First United, we are dedicated to building a culture of care in the communities we serve and helping others find their path to success. We are excited to respond to your Request for Proposal.

We would be honored to provide you with both depository and Treasury Management Services. Our team values strong relationships. To help build our relationship with you, we would like to provide the following benefits:

- We will provide a customized team to offer exceptional customer service for all your specific needs.
- We are offering the following earnings credit rate (ECR) of 1% - above current rates within our market, to help maximize your returns.
- We will provide a formal presentation (if desired) including a demo of our online and mobile banking solutions.
- We will provide a formal relationship review upon bid awarded to review all existing services and setups.

This proposal is valid for 180 days from the submission date of February 1, 2023.

Our purpose at First United is to inspire and empower others to Spend Life Wisely. We invite you to visit www.spendlifewisely.com to learn more about our values and how they align with those of your organization.

If you have additional questions, please feel free to contact me at any of the options provided below.

Sincerely,

Eric De La Garza
AVP Treasury Management Officer



Partnership through Community Involvement

At First United Bank, we pride ourselves in the deep partnerships built through community involvement. Not only do we invest our profits back into the community, but we are there to support our communities through manpower and participation in events that are important to them. We essentially become an extension of the community.

Below are examples of how First United Bank has partnered with the City of Garden Ridge:

- Raised the rates on their 12 MM accounts on 12-13-22 to 3.61% to match TexPool at the time.
- Outta Sight sponsor \$5000.00 – 50 year anniversary for the City of Garden Ridge on July 4th
- Coffee with cops – 2nd Wednesday of every month from 9-10 am – provide coffee and snacks for community homeowners and businesses.
- Operation Bear Hug – took taco's, orange juice and cookies to the City of GR on 4-6-22
- Donated \$1300.00 to the Garden Ridge Citizen Police Academy Alumni Association – Classic car show
- Donated \$500.00 to the Garden Ridge Citizens Police Academy Alumni Association – hosting the Refuse to be a victim Seminar
- Donated \$500.00 to the Garden Ridge Citizen Police Academy Alumni Association – GR Police Academy for 2023 – covers city government, dispatch operations, fingerprinting, prevention of abuse and violence, patrol duties, use of force and other related topics . Fund will be used to provide meals to the participants.
- Took Taco's to Garden Ridge Police department /Fire department on National First Responders Day.
- Have organized bake sales for police officers in need in our community.
- Friends of the Library board members.

About First United Bank



FirstUnitedBank.com

Member FDIC.  Equal Housing Lender. NMLS# 400025.

First United Profile



\$14.5B

Assets

Spend Life Wisely Company, Inc. (SLW) is a bank holding company headquartered in Durant, OK with **total assets of \$14.5B**.



300K+

Customers

SLW delivers services to **over 300,000 customers** through a network of community banks, mortgage offices, insurance agencies and wealth management firms in **60 communities**.



77

Banking
Locations

Community bank delivers retail and small business banking products through the community bank business model in **over 60 communities** and **77 banking locations**.



\$4.7B

in Home
Mortgages

First United Mortgage is the leading mortgage bank in Oklahoma and a top originator in Texas, originating **\$4.7B in home mortgages** annually, servicing **\$14B in home mortgages**.



\$11.9MM

in Insurance
Revenue

First United Insurance Agency specializes in insurance for small businesses and individuals. The independent insurance agency produces revenue of **\$11.9MM annually** and has **over 5,400 customers**.



\$3.9B

Wealth Management
Assets

LPL Financial and Exencial Wealth Management maintains **\$3.9B in assets** and serves **2,600 client families**.



First United Statement of Condition

DECEMBER 31, 2022

(Dollars in Thousands)

ASSETS

Cash and Due from Banks	\$	518,715
Investment Securities		1,380,521
Loans Held for Sale		187,736
Loans		11,471,005
Less: Allowance for Loan Losses		(112,552)
Net Loans		11,358,454
Bank Premises		372,301
Interest Receivable		48,121
Other Assets		657,122
TOTAL ASSETS		\$ 14,522,969

LIABILITIES AND SHAREHOLDERS' EQUITY

Liabilities

Demand Deposits	\$	10,655,352
Time Deposits		1,357,580
Total Deposits		12,012,932
Repurchase Agreements		113,340
Other Borrowings		999,345
Other Liabilities		83,134
TOTAL LIABILITIES		13,208,750

Shareholders' Equity

Common Stock		1,868
Capital Surplus		601,999
Dividends Paid YTD		(5,000)
Retained Earnings		715,352
TOTAL SHAREHOLDERS' EQUITY		1,314,219

**TOTAL LIABILITIES AND
SHAREHOLDERS' EQUITY**

\$ 14,522,969



First United Standards

Key Ratios ¹	2022	2021	2020	2019	2018
Return on Average Assets (TE, Pre-Tax)	1.34%	2.06%	1.65%	1.61%	1.54%
Return on Average Equity (TE, Pre-Tax)	14.84%	22.40%	17.61%	15.71%	15.07%
Average Equity to Average Assets	9.04%	9.18%	9.37%	10.25%	10.24%
Net Interest Margin (TE)	3.50%	3.55%	3.46%	3.69%	3.88%
Efficiency (TE)	68.63%	61.17%	64.34%	66.61%	67.11%
Tier 1 Leverage	9.09%	8.74%	9.00%	9.16%	9.26%
Tier 1 Risk-Based Capital	10.83%	10.08%	10.43%	10.93%	11.30%
Tangible Common Equity/ Tangible Assets	8.71%	8.54%	8.59%	9.24%	9.12%
Nonperforming Loans/Total Loans	0.70%	0.81%	0.84%	0.90%	1.07%
Allowance for Loan Losses/Total Loans	0.98%	1.01%	1.09%	0.81%	0.80%
Net Charge-Offs/Average Loans	0.05%	0.02%	0.13%	0.14%	0.06%

¹ Source: regulatory filings by FUB for periods 2018-2021; and internal documents 2022



Profitability

- Target ROAA Pre-Tax of >1.25%; 2022 ROAA (TE) Pre-Tax of 1.34%
- 2022 ROAA After-Tax of 1.07%; ROAE After-Tax of 11.85%
- NIM (TE) of 3.50%; non-interest income / average assets of 1.23%



Capital

- GAAP and regulatory capital levels in excess of well capitalized requirements
- Subordinated debt issuance used for general corporate purposes, primarily supporting organic growth
- Secured \$80.8MM in Preferred stock investment



Deposit Mix

- High Level of Core Deposits
- Cost of Deposits of 0.62%
- 7.12 years average duration of NIB accounts
- Average of \$135.6MM deposits per banking location



Loan Mix

- Well-diversified approach to lending
- Strengths in C&I, CRE, Multi-family and local homebuilding
- Virtually no direct exposure to energy lending



United We Serve

United Partner Program

The United Partner Program with First United offers you the opportunity to provide additional benefits and convenience to inspire and empower you and the people you serve. The program also offers an additional resource for your organization to raise funds to support the work you do for your community. We believe that to Spend Life Wisely, we must have a holistic approach to life that encompasses Faith, Finance, Health, and Growth. **Let us help you, your clients, board members, employees and supporters Spend Life Wisely with access to the benefits and resources of United Partner.**

“United We Serve” - making a difference in the lives of others and sharing our time and hearts with our communities.


SPEND LIFE WISELY®
800-924-4427
FirstUnitedBank.com

BENEFITS

As a part of the United Partner program, your supporters will receive a \$50/\$50 bonus offer. When they open an account and complete specific activities as a part of the offer, they will receive \$50 and First United will make a donation into your First United Business Checking Account of \$50 for your organization.



Extra support for your fundraising efforts



Direct deposit services for your employees



Onsite Account openings at your community events



Custom promotional materials



Financial Well-Being education programs and resources



Convenient financial services including banking, mortgage, insurance, and investments

Here is an example of how the program might work for your fundraising:



Your organization participates in the United Partner program and encourages your supporters to participate.

200 of your supporters participate and complete all the listed requirements to receive the bonus offer.

200 supporters
X \$50
donation from First United to your organization
\$10,000

If 100 of your supporters participate and complete all the listed requirements to receive the bonus offer.

100 supporters
X \$50
donation from First United to your organization
\$5,000

BANKING

MORTGAGE

INSURANCE

INVESTMENTS

Member FDIC. Equal Housing Lender. NMLS# 400025.

Not FDIC Insured. No Bank Guarantee. May Lose Value.

To participate and qualify as a partner in the United Partner Program, you must have a Business Checking account with First United. Deposits of donations will be made directly to your Business Checking account. Frequency of donation payouts will be made according to your United Partner Program agreement.

HELPING YOU *Spend Life Wisely*

WITH OUR PILLARS



FAITH

We believe our lives need meaning and purpose. Like you, a part of our purpose is to have love and impact in our communities. We want to simplify the account process for your employees and supporters and offer them another way to support your organization's purpose.

- On-site account openings - we come to you, even to your community or fundraising events to share the benefits of the program.
- Efficient account opening process and account options with benefits designed for your supporters.



FINANCIAL WELL-BEING

We need a vision for what our path to success looks like and a plan to sustain us along the way. We understand that Financial Education is needed in our communities. Through the United Partner program, we can provide free resources to help better your organization and help the people in our communities grow stronger.

- Online and Onsite Financial Education courses.
- Resources including books in our lobbies and articles and tips on spendlifewisely.com.
- One-on-one Financial Coaching.
- Consultations with Mortgage, Insurance and Investment advisors to help with all financial services needs.
- Access to Dave Ramsey financial programs.



HEALTH & WELLNESS

To spend life wisely and to operate at our best at all times, we must focus on the wellness of our mind and body. We want to provide resources, education and financial products and services to empower your organization and your supporters.

- Financial stress can have impact on a person's overall health and wellness- feeling empowered in your financial choices can help reduce stress.
- Feeling more secure with finances, allows each of us to focus more freely on what's important in our lives, helping us to spend life wisely and be at our best in all areas of life.



PERSONAL GROWTH

Life is a series of valuable lessons, and through hard work, perseverance and a positive mental attitude, we can make meaningful changes in our lives and our communities. The United Partner program not only offers your supporters a way to give back in the community, but also to give growth to themselves.

- We are committed to providing resources and education that help in continual learning and developing our talents and potential both personally and professionally.
- We want to build lifelong relationships and act as trusted mentors inspiring empowering all to live life to our full potential.

Request For Application – Bank Depository Services



FirstUnitedBank.com

Member FDIC.  Equal Housing Lender. NMLS# 400025.

PUBLIC NOTICE

The City of Garden Ridge, Texas, is soliciting sealed bids for Bank Depository Applications. Sealed bids will be received until 3:00 p.m., February 1, 2023, at which time bids will be opened and read publicly. Submit sealed bids to City Administrator, City of Garden Ridge, 9400 Municipal Parkway, Garden Ridge, Texas 78266. Bids must be clearly marked "Bank Depository Application".

Bank Depository Applications may be obtained by email to Finance-HR@ci.garden-ridge.tx.us or accounting2@ci.garden-ridge.tx.us. Applications may also be obtained from the City's website at www.ci.garden-ridge.tx.us or in person at Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.

Bid submittals will be presented to City Council for possible award on March 1, 2023.

The City of Garden Ridge reserves the right to reject any and all bids and/or award the bid to the most advantageous bidder to be determined in the best interest of the City.

REQUEST FOR APPLICATIONS

FOR

BANK DEPOSITORY

SERVICES

DUE DATE: February 1, 2023 - 3:00 p.m.

City of Garden
Ridge
9400 Municipal
Parkway
Garden Ridge, Texas 78266
(210) 651-6632

www.ci.garden-ridge.tx.us

CITY OF GARDEN
REQUEST FOR APPLICATION
BANK DEPOSITORY SERVICES

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- IV. General Statement of Banking Services Required
- V. Financial Institution Qualifications
- VI. Required Banking Services
- VII. Bank Compensation
 - Attachment A: Investment Policy
 - Attachment B: Certifications
 - Attachment C: Investment Policy Affidavit

CITY OF GARDEN

REQUEST FOR APPLICATION – BANK DEPOSITORY SERVICES

I. INTRODUCTION

The City of Garden Ridge (the “City”) is requesting Applications for a bank depository services contract with service to begin March 1, 2023, through February 28, 2028.

Through this contract, the City intends to minimize banking costs, improve operational efficiency, and maximize its investment capabilities. This Request for Application (RFA) represents the City's cash management goals and specifies all required qualifications, the banking services required, estimated activity volumes, the method and terms of compensation, submission instructions and contract award provisions. Qualified institutions are invited to submit an application.

II. APPLICATION QUALIFICATIONS AND INSTRUCTIONS

By submitting an application in response to this RFA, depositories will be deemed to agree to the mandatory contract and service provisions contained herein. The Application submitted will be incorporated into and form the basis of the banking services contract.

1. Local Presence - To assure a close working relationship and facilitate available services, only depository institutions with full depository services capabilities will be considered. The Application submitted will become a part of the final contract.

An electronic copy of this Application is available on request.

2. Schedule for Application Submission - The City will make every effort to adhere to the following schedule.

February 1, 2023,
March 1, 2023,

Request for Application due
Decision by the City

0. Application Submission - To be eligible for consideration under this request, two complete hard copies and one electronic copy of your Application shall be submitted by 3:00 pm local time by February 1, 2023, to the address below. Applications received after this time will not be accepted. The Application must be in a sealed envelope marked “Application for Bank Depository Services.” An accompanying transmittal letter must be signed by an individual authorized to bind the institution and state that the Application is valid for 180 days from the submission date.

Applications must be delivered by mail or in person to:

Christine Green

Finance Director

9400 Municipal Parkway

Garden Ridge, Texas 78266

(210) 651-6632

4. Selection Criteria - The following criteria will be used by the City as the weighting basis for evaluation of the Application and award recommendation.

- | | |
|---------------------------------------|-----|
| • Banking Services offered | 40% |
| • Banking Services costs | 30% |
| • Safety and creditworthiness of bank | 20% |
| • Interest Paid | 10% |

5. City Rights - The City reserves the right to:

- waive any defect, irregularity or informality in the Application or Application procedures,
- reject any and all Applications,
- cancel and/or reissue this request for Application, and
- modify deadlines.

6. Additional Information - The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the Application after opening of Applications.

7. Proprietary Information - To the extent permitted by law, Applications will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information contained in the Application should be designated as such on each page containing the restricted information.

8. Fees and Charges - The contract payments will be made on a **fee basis**. Within five (5) business days of receipt of the monthly account analysis, if no exceptions are found or objections are made by the City, the bank may direct debit the designated account for fees due.

All proposed fees will remain at the Application price quoted for the duration of the five (5) years of the contract period regardless of changes in service volumes during the period. Should new services not contemplated by this RFA be required during the contract period, those services will be provided at no more than the bank's current published rate.

III. FINANCIAL ENVIRONMENT OVERVIEW

The City currently maintains a pooled account which serves as the checking account for all City operating funds. The approximate number of checks issued annually is 1,500. Approximately three percent of the City's vendor payments are paid via ACH. The approximate number of annual deposits is 400.

Account Structure and Description

It is expected that all accounts held with the financial institution will accrue interest. The City intends to establish the following bank accounts:

ACCOUNT NAME	TYPE
Pooled Operating	Checking
Water Operating	Checking
General Fund	Money Market
(5) Interest and Sinking Accounts	Money Market

State Police Seized Funds Accounts
PEG
SIB Loan
American Recovery Act
Federal Police Seizure Fund Account
Water Surcharge

Savings
Money Market
Money Market
Money Market
Savings with interest
Money Market

Credit card payments are handled through a separate merchant services arrangement.

Any or all City funds may be maintained and invested outside this contract. The City will be under no obligation to maintain funds in the bank. The City will continue to direct liquid funds to pools or other authorized investments.

IV. GENERAL STATEMENT OF BANKING SERVICES REQUIRED

The banking services described in this RFA are directed toward four goals:

- + safety of City funds and securities,
- + 100% utilization of idle funds,
- + efficient utilization of banking services, and
- + minimization of banking costs for the City.

The City needs to make its banking services as efficient and cost effective as possible. A high priority will be productive automated services and reporting. The envisioned account structure is designed to capture the highest available returns on all funds daily and to minimize inter-account transfers along with minimizing costs.

Collateral

The City requires a bank that is fiscally strong and able to provide services on an uninterrupted basis. City funds are public funds and fall under the provisions of the Public Funds Collateral Act. All un-invested time and demand funds must be collateralized to 102% with securities authorized by the City. Authorized collateral includes US Agencies and US Treasuries. (See Section VI.11 for full collateral requirements.)

. FINANCIAL INSTITUTION QUALIFICATIONS **(The Application must include a response to each question in Section V.)**

1. The bank's CRA rating (along with its identifying number and the CRA rating agency), and

First United Bank is rated Satisfactory. ID Number: 4239; CRA Rating Agency: Federal Deposit Insurance Corporation: Division of the Depositor and Consumer Protection Dallas

2. Describe the experience of the financial institution in providing similar services for other public clients.

First United Bank currently serves many public institutions from cities, school districts, county appraisal districts and libraries. We are committed to providing excellent customer service and maintaining relationships with public clients. First United Bank believes in local empowerment and service. You will have a dedicated team and Treasury Management Officer to assist in maintaining relationship and point of contact for any concerns. Below is a list of our team and contact information.

John Torres	SVP Community Bank President 210-619-2605	Schertz, Garden Ridge and Bulverde john.torres@firstunitedbank.com
Annabelle Fey	Financial Center Manager 210-619-2675	Garden Ridge Annabel.Fey@firstunitedbank.com

Daniel Ortiz Commercial Loan Officer
210-619-2672

Garden Ridge
dortiz@firstunitedbank.com

Eric De La Garza AVP Treasury Management Officer
Bulverde 210-619-2699

Schertz, Garden Ridge,
ericd@firstunitedbank.com

3. List references from at least three current, comparable governmental clients using services like those requested in this RFA. Include a contact person, their title and telephone number.

Reference 1: City of Horseshoe Bay, Texas; Margie Cardenas, Finance Director, 830-598-9907; mcardenas@horseshoe-bay-tx.gov

Reference 2: City of Seguin, Texas; Susan Caddell, Director of Finance, (830) 401-2450; scaddell@seguintexas.gov

Reference 3: City of Bulverde, Texas; Carol Alejandra Goering, Finance Manager, 830-980-8832; cgoering@bulverdetx.gov

4. Provide a proposed timeline for implementation of the contract, including activities and responsibilities of the City and the bank.

[Provided that the city does not require additional services, we would suggest a relationship review as your incumbent bank.](#)

5. Provide a copy of all agreements (even if not directly referenced in this RFA) which will be required to be executed under the contract, including any general depository or collateral agreements.

[City of Garden Ridge has current agreements executed and would only need to be reviewed for updates.](#)

6. In accordance with statutes, each proposer shall review the City's Investment Policy and complete the required certification verifying that review (see Attachment A).

[Acknowledged.](#)

7. Briefly describe your institution's disaster recovery plan.

[First United Bank's disaster and recovery plan can be found on Attachment A](#)

VI. REQUIRED BANKING SERVICES

The Application must include a response to each of the questions in Section VI and all associated fees must be detailed on Attachment B in the format provided with pricing for a 5-year term. Additional attachments regarding fee schedules will not be considered or evaluated.

The City may require or desire to open additional accounts or change accounts during the contract period. If this occurs, the new accounts shall be charged at the contracted fee schedule amount.

1. Automated Cash Management Information Access - The City requires (a) automated cash management services and (b) balance reporting for timely access to balance information and transactions. Minimum automated services should include stop pays, account transfers, ACH transactions, and wire transfers. Positive pay exceptions should be available on-line. Daily balance reporting should include detailed transactions and summary account information with closing ledger, available balances and one-day float, at a minimum.

1.1 Describe the bank's service capabilities and whether service is to be a direct link or web based.

First United Bank utilizes a web based online banking portal with robust security features.

1.2 Fully describe the bank's automated reporting system, its capabilities and back-up provisions.

First United Bank offers a suite of automated and or customized reports to include ACH, Wires, Balance and Activity report, Checks Paid report, User Defined report and ZBA Activity reports.

1.3 Provide access times and update times for daily information.

Online banking information can be accessed 24/7 through Online Cash Management and is updated in real-time throughout the day. Transactions and balances are finalized at the end of each banking day, typically between 10:30 PM and midnight.

1.4 List all information available on-line at both summary and detail levels.

At First United Bank, our Treasury Management Services are designed to be customized to each individual client's needs. First United Bank has cultivated their online banking platform to include the most information possible with safety and security in mind. Our Corporate First online banking platform is for organizations with high transaction volumes and/or employees that require more robust online banking functionality. Corporate First can also handle multiple entities involved within your business structure for single platform use.

Corporate First includes advance user entitlement features to manage risk and exposure, along with numerous information reporting options for daily management of cash liquidity.

Corporate First requires an internal administrator who will be personally trained on creating other users and their customized rights and privileges. A copy of the user guide is provided.

Online capabilities include:

- View account balances and transactions that are updated in real-time
- throughout the day. (Balance reporting)
- View prior day account balances. (Balance reporting)
- View images of all paper items, i.e. deposit tickets, checks, and deposited items for two years.
- View bank statements beginning the next calendar morning after statements are cut-off.
- Receive eStatements and eNotices via e-mail.
- Make transfers between their First United bank accounts.
- Download files to various accounting programs, Excel, Word, Text files, etc.
- Download BAI and ACH formatted files.
- Create Edit and/or Submit Wire Transfers online.
- Create Edit, Upload, and/or Initiate ACH batches, i.e. Direct Deposit of Payroll.
- Same Day ACH
- Upload Positive Pay files and work exceptions.
- Make loan payments to your First United loan.
- Bill Pay.
- Receive alert notifications online or by e-mail.
- Initiate and View Stop Payments.
- One or more online banking administrators can add users, delete users, and grant the above permissions to users.

1.5 Submit samples of major screens and reports available and specify all City hardware and software requirements.

Please see attachment B for major screens and reports available.

1.6 How many hours has the system been down in the last six months?

The online banking has periodic scheduled maintenance periodically usually on the weekend during late night hours usually taking 5-10 minutes. In the past six months it would be estimated to collectively not be down longer than 1 hour.

1.7 Describe the back-up process for on-line balance reporting.

First United Bank has back-up processes in the place of on-line balance reporting. We have 24-hour customer care line that can speak to authorized personnel for receiving account information. There is an automated 24-hour telephone banking menu number that is available for receiving account balances, history, stop payments, or debit card services. Additionally, our First United Bank team at local branches can assist with balance reporting should the online banking system be down.

1.8 Describe the bank's security features. Is there a dual PIN requirement? Can access be restricted by account and amount?

First United Bank & Trust adheres to a "defense in depth" strategy by implementing a layered security design for protecting confidential information, electronic communication transmissions, and company assets. Fraud detection and account activity analysis systems help to protect customer information and data by monitoring for unauthorized data and account access, unusual transaction and transfer activity, and violations of government regulations. Firewalls, intrusion detection, antivirus, network monitoring, event correlation, and content filtering systems are utilized to ensure the security and integrity of electronic communication, not just the transmission thereof, is maintained. Strong internal controls such as separation of duties, dual control, employee training, and internal monitoring provide a high level of checks and balances to prevent incidents and provide a high level of response. Online access can be restricted by account and limit ach/wire transfers by amount.

2. Standard Deposit Services - Standard commercial deposit services are required. Most deposits will be made to the Pool Cash Checking account or the Water Fund Money Market account. The City anticipates a daily deposit by an employee. The City does not encode checks. All deposits received by the bank's established deadline must be processed on the same day. The bank will guarantee immediate credit on all incoming wire transfers, on-us items, and U.S. government maturities and coupons, with all other checks clearing based on the bank's published availability schedule. Failure to credit the account accordingly will require payment reimbursement to the City at the then current Fed Funds rate.

2.1 What is the bank's availability schedule?

The Bank's availability scheduled is on attachment C.

2.2 Describe the bank's provision for daytime or nighttime deposit drops.

Daytime deposits are verified by a Relationship Banker for credit to the account(s). We offer both lobby teller and drive-thru teller services.

First United Bank accommodates customized night drop services. Below is an example of the process for a current client:

- a. Open each deposit bag under dual control procedure.
- b. Count the deposit.
- c. If the deposit balances to the deposit slip prepared by the client, enter the total on a Consolidated Daily Deposit log.
- d. If the deposit varies between (\$9.99) and \$9.99 of the deposit slip prepared by the client, enter the client's total on a Consolidated Daily Deposit log as well as the credit/debit variance.
- e. Only one deposit, based on the Consolidated Daily Deposit Log total, should be made to the client's Operating Account. And correspondingly, also based on the Consolidated Daily Deposit Log, only one credit or debit to the Cafeteria Short and Over account should be made.
- f. If the deposit balances to \$10 plus or minus of the deposit slip prepared by the District, re-seal it, immediately notify the District and hold the deposit bag for pick up by the District.
- g. Prepare and email a Consolidated Daily Deposit Log to the client.

2.3 Can the drive thru window be used for dropping off daytime deposits?

We offer drive thru window services for dropping off daytime and nighttime deposits.

2.4 Where are deposit locations?

The two closest locations to City of Garden Ridge are following:

First United Bank – Garden Ridge
19099 Old, FM 2252,
Garden Ridge, TX 78266

First United Bank – Schertz
4917 FM3009,
Schertz, TX 78154

2.5 What security measures are used on deposits?

Dual control or two-persons are required for opening and verifying nighttime deposits.

2.6 What is the cut-off to assure same day ledger credit?

All deposits made by the time the bank lobby and/or drive-thru closes are credited with same day ledger credit.

2.7 What type of bank bag is required? What is the cost per bag?

First United Bank will accept any type of deposit bag. Locked and zipper bags are available from First United at no cost.

2.8 Does the bank offer a remote deposit service for checks?

First United Bank does offer Remote Deposit Capture to help you quickly and safely get your check items into your account(s) by the use of a desktop scanner. First United Bank's cutoff time for Remote Deposit Capture is 6pm. Please see attachment D for a list of supported scanners.

3. Standard Disbursing Services - Standard disbursing services for all accounts are required to include the payment of all City checks without charge upon presentation. Because of the proliferation of fraudulent checks, if advance reconciliation (positive pay) services are not available or not chosen as a service under this contract, please state the bank's policy on the City's liability in the case of fraudulent checks.

3.1 Does the bank provide positive pay services? (See question #6 for further questions.)

First United Bank does provide both ACH and Check positive pay services.

4. Wire Transfer Service - Incoming wire transfers must receive same day credit. Wire initiation and monitoring should be available over the automated system. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

4.1 List the methods of wire initiation available.

First United Bank offers online wire capability, with dual control and authentication.

4.2 Describe the system to be used and the required repetitive and non-repetitive wire procedures and confirmations. Include a description of security provisions, PINS, and back-up systems

First United Bank's online wire module found on our online banking portal comes with security provisions and procedures as described below:

Each of the City's online users would have their own login and be authenticated by the use of soft tokens. Users can be setup with restricted access to create only, edit only, or submit only. A user can be setup to perform all three functions if the City does not require dual control for entering and submitting the online wire.

The deadline to submit wires online is 4:00 p.m. As a back-up, wire instructions can be provided to the local branch by phone, fax, e-mail or in-person with a deadline of 3:00 p.m. With wire instructions provided by phone, fax, or email a call-back verification is performed.

4.3 What secondary authorization features are available?

First United Bank utilizes a two-factor authenticator known as a soft token for the authorization of online wires. This authenticator can be downloaded to a desktop laptop or smart phone. Dual control is also available for requiring two authorized online users to draft and approve an online wire.

4.4 Is future dating of wires available and the storing of vendor information for repetitive wires?

Future dating of wires is available along with storing of vendor information for repetitive wires.

4.5 State wire access times, incoming notification, posting times, and required authorizations.

Wire Room personnel check for incoming wires through a Fedline terminal hourly. As soon as the wires are pulled in from the Fed, the wires are immediately transferred to the bank's system through a file transfer method. The bank's system will run various checks, including valid account number and name matches and check for OFAC hits. Once the wire passes all check points, the wire is memo posted to the customer's account. Immediately, the customer and bank personnel can see the memo posting of the wire online and on the bank's system. If the customer is setup to receive an e-mail notification the email is immediately sent at the same time of memo posting. Funds of an incoming wire are immediately collected and available funds.

4.6 State the bank's policy on the use of balances for outgoing wires in anticipation of daily activity or incoming wires. Include a copy of the bank's standard wire agreement as an attachment.

The Bank utilizes current available balances for calculation of outgoing wire. The bank's standard Wire Agreement may be found in Attachment E.

Positive Pay - Describe the bank's automated positive pay (advance reconciliation) services. The City will be using the positive pay feature for all bank accounts which issue checks.

5.1 Describe all information transfer requirements (tapes, disks, or transmission) and notification times.

First United Bank offers uploading the check data file through the First United Bank website by an authorized user or First United Bank can setup the capability of SFTP uploading of check file. First United does not require positive pay customers to adhere to a specific file layout format. As a one-time setup process a screen is provided online whereby the positive pay customer selects from drop-down menus the starting position and length of field for each field contained in their positive pay issue file. As a result, First United can accept any file layout designed by the customer. File formats accepted are txt, csv, or excel.

Online and/or email alerts can also be setup online for the user(s) to be alerted of positive pay exceptions. Positive Pay exceptions are generated toward the end of end-of-day processing, usually by 1:00 a.m. At that time alerts are generated and exceptions available online for City exception elections. The deadline for City exception elections to be performed is 11:00 a.m.

5.2 What options are available for transmittal of individual check information or deletes to the bank?

Manual check transmittal of individual check information and deletes are available on the online banking platform for authorize users.

5.3 Are teller checks verified against the file? How often is the teller's information updated?

Teller checks are verified against the file. Teller's information is updated constantly as the positive pay system is a live system.

5.4 If not verified, what is the process and security on OTC transactions?

If a check is not verified, the process and security for accepting OTC transactions are to contact the Administrator and/or authorized positive pay user for verification before disbursement of funds.

5.5 How is exception information reported to the City? What is the default disposition? What review or range criteria are available for exceptions?

Positive pay exception information is reported to the City via online email alerts and can be found on the online platform. The default disposition is up the City if no decision is made on exceptions by 11:00 am of either to pay or return exception items. The positive pay matches check number, payee name, amount, and check date. The city can decision positive pay items for paying or returning.

5.6 If positive pay is planned but not available at this time, please provide the anticipated start date and whether the bank can provide reverse positive pay services temporarily.

Not Applicable

5. Optical Imaging - Describe the bank's optical imaging process and what items are captured (checks, statements, deposited items, etc.).

6.1 Describe the service and provide sample reports and screen layouts.

6.2 Describe any City software or hardware requirements.

6.3 Describe all retrieval capabilities.

Currently first United Bank does not offer or charge for imaging. However, the City will have access to all statements, checks and deposit items via the online banking portal at no charge.

6. ACH Services - ACH service is required. ACH is currently used for direct deposit of payroll. A payroll file is transmitted biweekly with approximately 40 transactions. ACH is also used for bank drafting of utility bill payments. A bank draft file is transmitted monthly for utility bill payments. In addition, an ACH payment is used for electronic vendor payments approximately 10 payments a month.

7.1 Describe the bank's ACH service availability on-line.

First United Bank's on-line ACH service is an easy-to-use, secure network that allows your business to make collections, deposits, and payments electronically. At First United Bank, you may transmit your ACH transactions by a NACHA-formatted file via our SFTP site or uploading onto our online banking platform. The City may also create ACH transactions online utilizing easy-to-use payment templates.

Typically, First United Bank's deadline for receiving ACH files is 4:00 pm CST, Monday-Friday (excluding bank holidays). It is recommended that payroll files be transmitted by 4:00 pm two banking days prior to the effective date. Originators may also request Same Day ACH service. Files sent as Same Day must be received by 12:45 pm CST on the effective date, and NACHA rules state that the receiving banks must settle these transactions by 5:00 pm local time.

7.2 State data transfer alternatives (transmission, web, or tape).

At First United Bank, you may transmit your ACH transactions by a NACHA-formatted file via our SFTP site or uploading onto our online banking platform. The City may also create ACH transactions online utilizing easy-to-use payment templates.

7.3 Provide required deadlines for file submittal.

Typically, First United Bank's deadline for receiving ACH files is 4:00 pm CST, Monday-Friday (excluding bank holidays). It is recommended that payroll files be transmitted by 4:00 pm two banking days prior to the effective date. Originators may also request Same Day ACH service. Files sent as Same Day must be received by 12:45 pm CST on the effective date, and NACHA rules state that the receiving banks must settle these transactions by 5:00 pm local time.

7.4 What is the deadline for a Friday payroll?

4:00 pm on Thursday (excluding bank holidays) for next day payment. Same Day ACH service is available to 12:45 pm for credit to the receiving bank.

7.5 What process is used for reversals and corrections?

First United Bank can submit a request for reversal or corrections through our Treasury Management customer care team if the payment file has already been processed. Our Treasury Management Support team will prepare the necessary documentation for the authorized persons to sign for submitting corrections.

7.6 How is notification of ACH returns provided to the City?

Notifications of ACH returns are provided either by paper and/or electronically to the designated ACH Admin. Electronic ACH notices are found in the e-statement portal and an email notification of notice is provided for electronic notices.

7.7 Provide the Bank's scheduled settlement times for ACH files

The settlement times for outgoing online collection or payment ACH files are 12:45 pm, 2:45pm, and 4:30 pm. The incoming processing ACH files are 11:00 am, 3:00 pm, and 5:00 pm.

8. Account Reconciliation - The City plans to evaluate all levels of reconciliation, although the City prefers to receive a transmitted file of paid items monthly. No return of the physical checks is required if image copies are available online.

- 8.1 Describe the level of reconciliation services available and automation alternatives.
- 8.2 Specify data transmission alternatives (tape, transmission, diskette).
- 8.3 State when reports will be available with partial reconciliation.
- 8.4 Are images available on-line? When? For how long?
- 8.5 Provide samples of account reconciliation reports.

First United Bank does not offer Account Reconciliation as all images and reports are found on our online banking portal.

9. Investment of Idle Funds and Safekeeping Services - All City investments will be made by the City or its adviser and instructions for safekeeping will be given to the bank by an authorized staff member. The bank will be required to provide book-entry safekeeping services. All securities must be cleared on a delivery versus payment (DVP) basis.

10. Collateral Requirements – investments and collateral will be pledged against total deposits held. If necessary, a collateral agreement will be executed.

- 10.1 Collateral must be held in an independent third-party bank outside the bank's holding company.

First United Bank's collateral is held by a third-party bank that is the Bank of Oklahoma.

- 10.2 Deposits will always be collateralized at **102%** of principal plus accrued interest, excluding FDIC insurance. The bank is responsible for the continuous monitoring and maintaining of collateral and margin requirements.

First United Bank agrees to this condition.

- 10.3 Pledged collateral will be evidenced by original safekeeping receipts sent directly to the City by the custodian and the City will receive a report of collateral pledged including description, par, market value and CUSIP monthly.

First United Bank agrees to this condition.

- 10.4 Substitution rights will be granted if the bank obtains the City's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.

First United Bank agrees to this condition.

- 10.5 The bank shall execute a tri-party safekeeping agreement with the City and the safekeeping bank for custody of pledged securities in full compliance with FIRREA.

First United Bank agrees to this condition.

- 10.6 Describe bank safekeeping arrangements proposed. If a correspondent bank is used, please stipulate, and include name of the bank. Stipulate the custodian to be used for pledged securities.

First United Bank utilizes Bank of Oklahoma to be the custodian. Please see attachment F.

Account Analysis - Monthly account analysis reports must be provided for each account and on a consolidated basis. Provide a sample account analysis and state when the analysis will be available each month. Describe the ability of the bank to provide the account analysis on-line and/or imaged.

Account analysis statements are available within two business days at the end of the month. Notices are provided on the online platform under e-statements. Please see attachment G.

- 11. Monthly Statements** - The bank will provide monthly account statements on all accounts. Describe the ability of the bank to provide statements on-line and images of cancelled checks. State when the statements will be available each month. All accounts must be on a monthly cycle, and the cycle should begin on the first day of the month. Timeliness of statements is critical and will be grounds for termination of contract if not provided.

12.1 Provide a sample of the monthly statement to be used.

Please see attachment H.

City of Garden Ridge
Depository Services RFA

12. Overdrafts –State the bank’s policy regarding overdraft charges and the fees, if any, proposed on a per item or per account basis.

The maximum number of days allowed when all City accounts, in aggregate, are overdrawn is 15 days. The maximum dollar amount for overdrafts in aggregate is \$1,000.00. Otherwise, overdrafts in a single account will be allowed.

There is no charge or rate basis for intra-day overdrafts. Inter-day overdrafts will be charged at a rate of 18%, charged directly to the account at month-end based on the amount of the overdraft each day. If a charge is assessed, it would be directly debited to the affected account.

14. Insufficient Funds (NSF) Items - Deposited NSF checks are to be automatically redeposited for payment, twice if necessary. Complete information must be provided daily on all NSF returned items including name and reason for return.

14.1 Describe the bank’s NSF process and any limitations. Is the NSF information available on- line?

Deposited NSF checks that are returned can be set to automatically redeposited for a second attempt. If an NSF check is setup to be redeposited for a second attempt and is returned the IRD copy of the check is mailed within 7-10 business days. The debit of a charged back item is shown online, and details of item charged back can be inquired with the Treasury Management support team.

14.2 How many times can the item be re-deposited? How many times do you routinely re-deposit? If an item is re-deposited twice, will both transactions appear on the City’s daily activity detail?

An item can be re-deposited one additional time for a total of two attempts. The debit of the item would only show after the second attempt to collect funds.

16 **Stop Payments** - An automated stop pay process is required. Describe the service and bank’s policy on stop pays.

16.1 How long will stop pays remain in effect?

Stop payments remain in effect for 6 months.

16.2 What is the deadline for same day action?

5 PM would be the cutoff deadline for same day action on a stop payment item attempting to post.

16.3 Will the system verify if the check has been cleared before accepting the stop pay?

The system will verify if the check has been cleared before accepting the stop pay online.

16.4 Are tellers provided with stop pay information same day?

The tellers are provided with stop pay information in a live system.

16.5 Provide the stop pay access times, deadlines, and any requirements.

Stop payments can be placed online backing during any time. Stop payments at the local branch locations can be placed during normal business hours. The requirement for a stop payments check would be the check name, date, amount, and check number.

16.6 What information on current and expiring stop pays is available on-line? When?

Stop payment notices are available under the notices on the e-statements tab online for expiring stop payments.

17 **Electronic Deposits** - The City prefers to use an electronic deposit system for checks;

17.1 Explain in detail the bank's process in accepting the deposit of checks electronically. Include the cost, hardware and software requirements, and any other relevant information.

Please see paragraph 2.8 for details on Remote Deposit Capture.

VII. BANK COMPENSATION

The City anticipates paying for all services on a fee basis. Fees will be paid as a debit to the designated account after a five-day City review and approval period each month.

TERMS AND CONDITIONS

1. The City of Garden Ridge will accept SEALED APPLICATIONS during normal business hours. Applications must be received by the FINANCE DEPARTMENT before the specified hour and date of the opening. At that time Applications shall be opened.
2. All sealed offers should be submitted on the original forms provided. Each Application must be sealed and should be placed in a properly identified envelope with RFA number, time and date of RFA opening. Applications mailed via courier must be sealed in a separate envelope marked with RFA number.
3. Late Applications will be UNOPENED. Late Applications will not be considered under any circumstances.
4. Applications CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by offeror or his authorized agent. No Application may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Garden Ridge reserves the right to revise or amend the specifications prior to date set for opening Applications. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective offerors. If offeror demonstrates just reason for a change, the City of Garden Ridge must have at least five working days' notice prior to Application opening date.
6. Should offeror find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Finance Department and obtain clarification prior to submitting an application.
7. Application shall be valid for ninety (90) days from opening date.
8. The City of Garden Ridge is exempt from taxes. DO NOT INCLUDE TAX IN APPLICATION.
9. The City of Garden Ridge reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement. In the event the City terminates the awarded contract for breach or any other reason, the Proposer shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the successful Proposer or otherwise, and the City may withhold any payments to successful Proposer for the purpose of an offset until such time as the amount of damages due the City from the successful Proposer can be determined.
10. Offeror MUST give full firm name and address. Person signing Application should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page where space is provided.
11. All offerors must meet or exceed the minimum specifications to be considered as a valid Application. The City of Garden Ridge reserves the right to accept or reject all or any part of any Application, waive minor technicalities and award the Application to the offeror who provides goods or services at the best value for the City of Garden Ridge.
12. If an application contains proprietary information, the offerors must declare such information as proprietary if Offeror does not want information to become public.
13. Applications will be opened to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation.

Attachment "A"

CITY OF GARDEN RIDGE, TEXAS INVESTMENT POLICY

Attachment "B"

-CERTIFICATION-

I hereby certify that I have personally read the investment policies and objectives of the City of Garden Ridge and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and Garden Ridge. All sales personnel will be routinely informed of your investment objectives, horizon, outlook, strategies, and risk constraints whenever we are so advised. We will notify you immediately by telephone and in writing in the event of a material adverse change in our financial condition. We pledge to exercise due diligence in informing you of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

Signed: _____ Date: _____

Title: _____

(Countersigned by company president or person in charge of government securities operations.)

Signed: _____ Date: _____

Title: _____

Attachment "C"

**CITY OF GARDEN RIDGE
INVESTMENT POLICY AFFIDAVIT**

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

I hereby certify that I am the qualified representative as defined in Section 2256.002(10) of the Act of the above-named business organization seeking to sell an authorized investment to the City of Garden Ridge, Texas.

I have received and have thoroughly reviewed the City of Garden Ridge Investment Policy.

I acknowledge that the above named business organization of which I am a qualified representative has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City of Garden Ridge and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards..

I acknowledge that this instrument is transacted to comply with Chapter 2256, Government Code.

Name: _____

Date: _____

Title: _____

Attachments



FirstUnitedBank.com

Member FDIC.  Equal Housing Lender. NMLS# 400025.



Business Continuity and Disaster Recovery Plan Overview

Plan Summary

The following document details First United disaster recovery and business continuity plans. It has been developed to meet all FFIEC business continuity planning requirements.

BCP Oversight

Consists of the following individuals: **Aaron Frydman** (*Executive Oversight*) and **Irene Rivera** (*BCP/DRP Coordinator*). It is their responsibility to provide oversight and strategic considerations for the successful development and administration of the Business Continuity and Disaster Recovery Plans for First United. Other committees have been formed to aid in decision-making and priority setting to ensure that institutional, regulatory, and departmental requirements are supported and met.

Purpose

First United identifies critical application requirements for the organization, and includes recovery documentation for all business units. The core host(s) are identified with dependencies and Recovery Time Objectives (RTO's). The development and testing of this well-structured and coherent plan will enable First United to recover as quickly and effectively as possible from an unforeseen disaster or emergency, which interrupts normal business operations.

Objective

The objective of an effective Business Continuity Plan is to provide the information and procedures necessary to respond to an emergency occurrence, notify necessary personnel, assemble recovery teams, secure alternate facilities and equipment/supplies, recover data and records and to resume processing to ensure minimal disruption to operations.

Scope

The BCP encompasses all of First United's services, departments, and systems. The plan addresses the implementation of an effective temporary operations in the event that any critically rated facility is destroyed, a department becomes incapacitated, the network and/or core systems become disabled, personal computer destruction, and/or the telecommunications network becomes inoperable.

Strategies Used

The business continuity strategy represents a critical aspect of the BCP and is derived from the information collected during the business impact analysis (BIA) process. Components such as personnel, communication, technology issues, facilities, manual operations, etc., should be considered when defining the business continuity strategy and developing the BCP.

When developing the continuity strategy, consideration should be given to both short-term and long-term goals and objectives.

Short-term goals and objectives may include:

- Critical personnel, facilities, computer systems, operations, and equipment.
- Priorities for processing, recovery, and mitigation.
- Maximum downtime before recovery of operations; and
- Minimum resources required for recovery.

Long-term goals and objectives may include:

- Management's corporate-wide strategic plan.
- Coordination of personnel and activities.
- Budget considerations; and
- Supervision of third-party resources.

Assumption

First United's BCP is built around a "Worse Case" scenario. The "Worse Case" scenario assumes an impact has occurred and access to primary operational facility is not possible.

The primary and secondary strategies to be applied in the First United BCP are as follows:

Strategy One - Worse Case

- Upon "Disaster Declaration" notification, all Recovery Team members will be notified and assembled at a then specified assembly location.
- Review of critical application RTO and RPO requirements.
- Delegation to Recovery Team those task items to be completed based upon extent of impact and variables of situation.

- Communication with all affected departmental business units, vendors, Command Center, etc.
- On-going support to all affected departmental areas as long as required until full restoration back to normal operations.

Strategy Two - Telecommunications Failure

- Upon "Telecommunication Outage", work in conjunction with the IT department to bring online "most critical" application databases first.
- Assist departmental business functions affected by outage with review of data restores, record balancing record reconciliations, etc.

Activation Criteria

- 1) Natural Disaster
- 2) Building Inaccessibility
- 3) Telecommunications Failure

Activation Procedure

- 1) Receive notification of disaster/outage.
- 2) Formal disaster declaration from an authorized staff member.

Maintenance Requirements Schedule

- 1) Review and update in plan the employees, recovery team members, and call tree on a monthly basis.
- 2) Review and update in plan the business unit process names, descriptions and RTO/RPO indicators on an annual basis.
- 3) Review and update in plan the requirements for business unit equipment, supplies, vital records and alternate locations on an annual basis.
- 4) Review and update in plan the requirements for business unit vendors and services on an annual basis.
- 5) Review and update in plan the recovery team task checklist items on an annual basis.

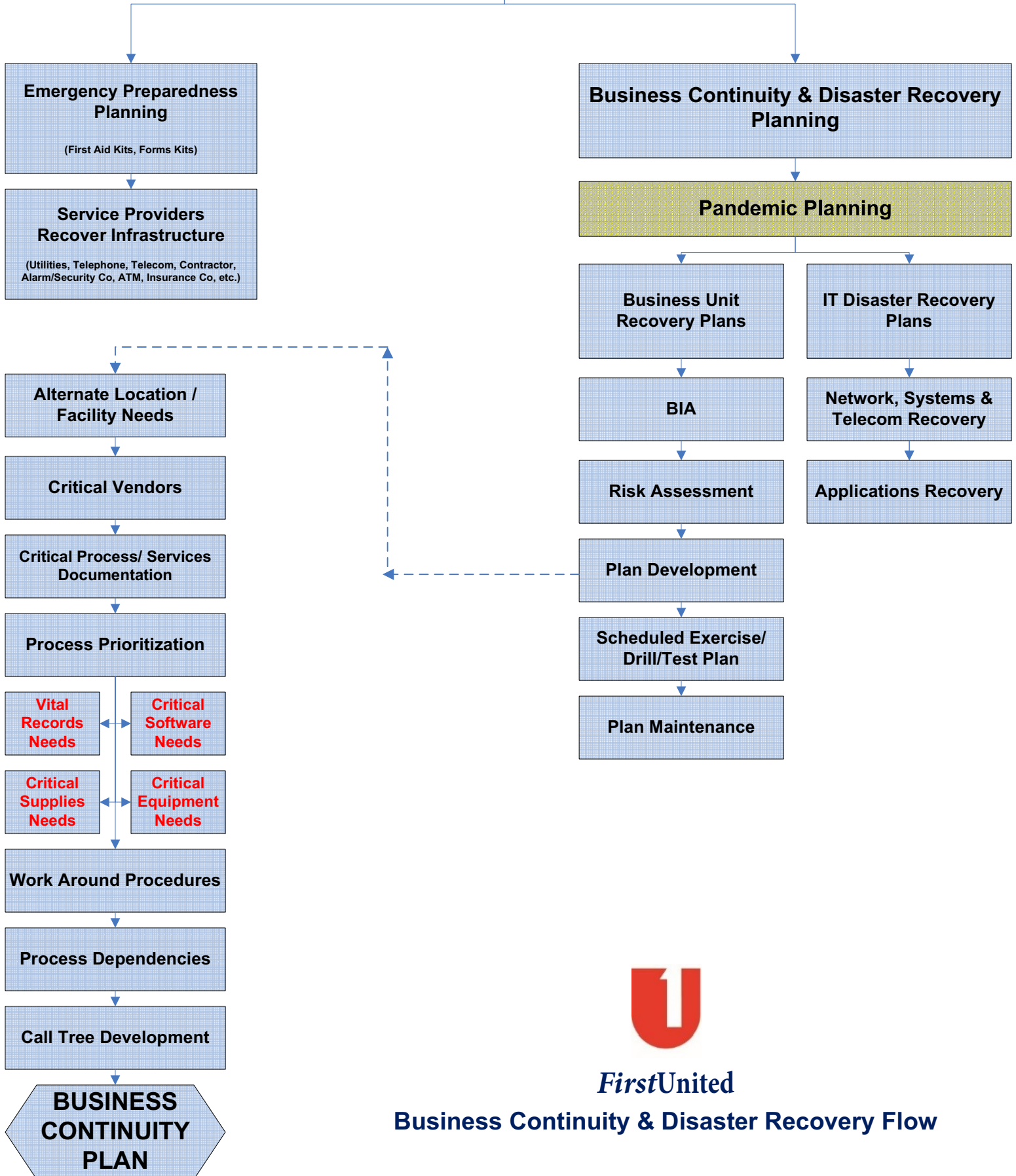
Maintenance Unscheduled Events

- 1) Recovery Team Members
- 2) Call Lists
- 3) Team Task Checklists

Testing Requirements Schedule

The First United BCP must be exercised and tested for full database and application restores for all critical applications at least annually.

FirstUnited Executive Oversight



FirstUnited
Business Continuity & Disaster Recovery Flow

ACH Activity Report

Report Type: Transaction Report - ACH Activity

Report Date: 05/10/2022 - 06/08/2022 (Holiday was found in date range)

Customer: Corporate CTX Demo

Created By: Ryan Benitez

Created Date/Time: 2022-06-09 19:40:10

ABA Routing Number(s): 103100881

Currency: USD

Account(s): 1802297, 3506126, 3506134, 4369491, 4369556

Report Detail

Account Number: 1802297			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
Account Number: 3506126			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
Account Number: 3506134			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
05/20/2022	ACH Settlement		\$0.01		0000000000000000	FIRST UNITED BAN PIQS TEST \WEB ACH Debit
Account Subtotal		\$0.00	\$0.01			
Account Number: 4369491			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
Account Number: 4369556			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
REPORT TOTALS		\$0.00	\$0.01			

Balance and activity statement - previous days

Report Type: Previous Day Balance Report - Summary and Detail

Report Date: 2022-05-02 to 2022-05-31 (Holiday was found in date range)(Start date has been adjusted due to a non business day)

Customer: Corporate CTX Demo

Created By: Ryan Benitez

Currency: USD

Account(s): 3506134, 3506126, 4369491, 1802297, 4369556,

SUMMARY

Account Number	Account Name	Opening Ledger	Credit Count	Credit Amount	Debit Count	Debit Amount	Closing Ledger
3506134	United Commercial	\$2.53	14	\$6.01	8	\$5.31	\$3.23
3506126	United Commercial	\$-0.15	8	\$5.31	12	\$5.16	\$0.00
4369491	United Commercial	\$0.00	0	\$0.00	0	\$0.00	\$0.00
1802297	United Commercial	\$0.80	4	\$0.06	3	\$0.86	\$0.00
4369556	United Commercial	\$1.95	0	\$0.00	7	\$0.07	\$1.88
Report Totals		\$5.13	26	\$11.38	30	\$11.40	\$5.11

DETAIL

Account Number: 3506134				Account Name: United Commercial		
Date	BAI Type	CR Amount	DB Amount	Serial Number	Ref Num	Description
05/02/2022	ACH Settlement	\$0.01			404718822	Disney Princess PPD Ursula AchBatch ACH Credit
05/02/2022	Miscellaneous Credit	\$0.01			404718823	Online Transfer Credit Transfer from 2297 to 6134 Test to Cancel Conf #:5499553
05/02/2022	Miscellaneous Credit	\$0.01			404718824	Online Transfer Credit Transfer from 6126 to 6134 Funds Transfer via Online Conf #:
05/02/2022	Miscellaneous Credit	\$0.01			404718825	Online Transfer Credit Transfer from 6126 to 6134 Funds Transfer via Mobile Conf #:
05/02/2022	ACH Settlement		\$0.02		404718826	Disney Princess PPD Ursula AchCollect ACH Debit
05/03/2022	Miscellaneous Credit	\$0.15			405181238	Online Transfer Credit Transfer from 6126 to 6134 Funds Transfer via Online Conf #:
05/04/2022	ZBA Credit	\$1.69			405491976	Acct No. 3506126-D Transfer from DDA Transfer from DDA
05/04/2022	Miscellaneous Debit		\$2.00		405491977	Phone/In-Person Transfer Telephone Transfer Dr
05/06/2022	ZBA Credit	\$0.01			406175183	Acct No. 3506126-D Transfer from DDA Transfer from DDA
05/06/2022	Miscellaneous Debit		\$0.01		406175184	Online Transfer Debit Transfer from 6134 to 6126 Funds Transfer via Online Conf #:
05/10/2022	Miscellaneous Credit	\$0.15			406848666	Online Transfer Credit Transfer from 6126 to 6134 Funds Transfer via Online Conf #:
05/11/2022	Miscellaneous Credit	\$2.00			407122521	Online Transfer Credit Transfer from 6126 to 6134 Funds Transfer via Online Conf #:
05/11/2022	Miscellaneous Debit		\$2.15		407122522	Online Transfer Debit Transfer from 6134 to 6126 Funds Transfer via Online Conf #:
05/13/2022	ZBA Credit	\$1.10			407626067	Acct No. 3506126-D Transfer from DDA Transfer from DDA
05/13/2022	Miscellaneous Debit		\$1.10		407626068	Online Transfer Debit Transfer from 6134 to 6126 Test May 13 Conf #:5751819
05/16/2022	Miscellaneous Credit	\$0.01			408067317	Online Transfer Credit Transfer from 6126 to 6134 Funds Transfer via Mobile Conf #:
05/16/2022	Miscellaneous Debit		\$0.01		408067318	Online Transfer Debit Transfer from 6134 to 6126 Funds Transfer via Online Conf #:
05/18/2022	Miscellaneous Credit	\$0.84			408746229	Balance Correction Telephone Transfer Cr
05/20/2022	ZBA Credit	\$0.01			409316626	Acct No. 3506126-D Transfer from DDA Transfer from DDA
05/20/2022	ACH Settlement		\$0.01		409316627	FIRST UNITED BAN PIQS TEST \WEB ACH Debit
05/20/2022	Miscellaneous Debit		\$0.01		409316628	Online Transfer Debit Transfer from 6134 to 6126 Funds Transfer via Online Conf #:
05/24/2022	Miscellaneous Credit	\$0.01			410120997	Credit Back Item
Account Total		\$6.01	\$5.31			

Account Number: 3506126				Account Name: United Commercial		
Date	BAI Type	CR Amount	DB Amount	Serial Number	Ref Num	Description
05/02/2022	ACH Settlement	\$0.02			404584543	Disney Princess PPD Disney Princess AchCollect ACH Credit
05/02/2022	Miscellaneous Debit		\$0.01		404584544	Online Transfer Debit Transfer from 6126 to 6789 Conf #:5507223
05/02/2022	Miscellaneous Debit		\$0.01		404584545	Online Transfer Debit Transfer from 6126 to 6789 Conf #:5507235
05/02/2022	Miscellaneous Debit		\$0.01		404584546	Online Transfer Debit Transfer from 6126 to 6134 Funds Transfer via Online Conf #:
05/02/2022	Miscellaneous Debit		\$0.01		404584547	Online Transfer Debit Transfer from 6126 to 6134 Funds Transfer via Mobile Conf #:
05/03/2022	Miscellaneous Credit	\$0.01			405438195	nf #:5507235 Transfer from 6126 to 6789 Co Misc Descriptive Credit
05/03/2022	Miscellaneous Debit		\$0.15		405438196	Online Transfer Debit Transfer from 6126 to 6134 Funds Transfer via Online Conf #:
05/04/2022	Miscellaneous Credit	\$2.00			405691817	Phone/In-Person Transfer Telephone Transfer Cr
05/04/2022	ZBA Debit		\$1.69		405691818	Acct No. 3506134-D Transfer to DDA Transfer to DDA
05/06/2022	Miscellaneous Credit	\$0.01			406013213	Online Transfer Credit Transfer from 6134 to 6126 Funds Transfer via Online Conf #:
05/06/2022	ZBA Debit		\$0.01		406013214	Acct No. 3506134-D Transfer to DDA Transfer to DDA
05/10/2022	Miscellaneous Debit		\$0.15		406874357	Online Transfer Debit Transfer from 6126 to 6134 Funds Transfer via Online Conf #:
05/11/2022	Miscellaneous Credit	\$2.15			407146933	Online Transfer Credit Transfer from 6134 to 6126 Funds Transfer via Online Conf #:
05/11/2022	Miscellaneous Debit		\$2.00		407146934	Online Transfer Debit Transfer from 6126 to 6134 Funds Transfer via Online Conf #:
05/13/2022	Miscellaneous Credit	\$1.10			407790178	Online Transfer Credit Transfer from 6134 to 6126 Test May 13 Conf #:5751819
05/13/2022	ZBA Debit		\$1.10		407790179	Acct No. 3506134-D Transfer to DDA Transfer to DDA
05/16/2022	Miscellaneous Credit	\$0.01			408006261	Online Transfer Credit Transfer from 6134 to 6126 Funds Transfer via Online Conf #:
05/16/2022	Miscellaneous Debit		\$0.01		408006262	Online Transfer Debit Transfer from 6126 to 6134 Funds Transfer via Mobile Conf #:
05/20/2022	Miscellaneous Credit	\$0.01			409185401	Online Transfer Credit Transfer from 6134 to 6126 Funds Transfer via Online Conf #:
05/20/2022	ZBA Debit		\$0.01		409185402	Acct No. 3506134-D Transfer to DDA Transfer to DDA
Account Total		\$5.31	\$5.16			

Account Number: 4369491				Account Name: United Commercial		
Date	BAI Type	CR Amount	DB Amount	Serial Number	Ref Num	Description
Account Total		\$0.00	\$0.00			

Account Number: 1802297				Account Name: United Commercial		
Date	BAI Type	CR Amount	DB Amount	Serial Number	Ref Num	Description
05/02/2022	Miscellaneous Credit	\$0.01			404847609	Online Transfer Credit Transfer from 6170 to 2297 Funds Transfer via Mobile Conf #:
05/02/2022	Miscellaneous Credit	\$0.01			404847610	Online Transfer Credit Transfer from 3676 to 2297 Funds Transfer via Mobile Conf #:
05/02/2022	Miscellaneous Credit	\$0.02			404847611	Online Transfer Credit Transfer from 6170 to 2297 test 2 Conf #:5507210
05/02/2022	Miscellaneous Credit	\$0.02			404847612	Online Transfer Credit Transfer from 6170 to 2297 test Conf #:5508185
05/02/2022	ACH Settlement		\$0.01		404847613	Disney Princess PPD Disney Princess AchBatch ACH Debit
05/02/2022	Miscellaneous Debit		\$0.01		404847614	Online Transfer Debit Transfer from 2297 to 6134 Test to Cancel Conf #:5499553
05/12/2022	Miscellaneous Debit		\$0.84		407447952	Online Transfer Debit Transfer from 2297 to 123 Funds Transfer via Online Conf #:5
Account Total		\$0.06	\$0.86			

Account Number: 4369556				Account Name: United Commercial		
Date	BAI Type	CR Amount	DB Amount	Serial Number	Ref Num	Description
05/02/2022	Miscellaneous Debit		\$0.01		404745222	Online Transfer Debit Transfer from 9556 to 6170 test Conf #:5499557
05/02/2022	Miscellaneous Debit		\$0.01		404745223	Online Transfer Debit Transfer from 9556 to 6170 test Conf #:5641859
05/09/2022	Miscellaneous Debit		\$0.01		406440715	Online Transfer Debit Transfer from 9556 to 6170 test Conf #:5684901
05/16/2022	Miscellaneous Debit		\$0.01		408091653	Online Transfer Debit Transfer from 9556 to 6170 test Conf #:5724331
05/23/2022	Miscellaneous Debit		\$0.01		409536644	Online Transfer Debit Transfer from 9556 to 6170 test Conf #:5765670
05/31/2022	Miscellaneous Debit		\$0.01		411037139	Online Transfer Debit Transfer from 9556 to 6170 test Conf #:5803706
05/31/2022	Miscellaneous Debit		\$0.01		411037140	Online Transfer Debit Transfer from 9556 to 6170 test Conf #:5675198
Account Total		\$0.00	\$0.07			

Checks Paid

Report Type: Transaction Report - Checks Paid

Report Date: 2022-06-09 as of 19:48:20

Customer: Corporate CTX Demo

Created By: Ryan Benitez

Created Date/Time: 2022-06-09 19:48:20

ABA Routing Number(s): 103100881

Currency: USD

Account(s): 1802297, 3506126, 3506134, 4369491, 4369556

Report Detail

Account Number: 1802297			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
Account Number: 3506126			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
Account Number: 3506134			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
Account Number: 4369491			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
Account Number: 4369556			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
REPORT TOTALS		\$0.00	\$0.00			

Wire Transfer Report - Current Day

Report Type: Transaction Report - Wire Transfer Report Today

Report Date: 2022-06-09 as of 11:33:15

Customer: Corporate CTX Demo

Created By: Kale George

Created Date/Time: 2022-06-09 11:33:15

ABA Routing Number(s): 103100881

Currency: USD

Account(s): 1802297

Report Detail

Account Number: 1802297			Account Name: United Commercial			
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
Account Subtotal		\$0.00	\$0.00			
REPORT TOTALS		\$0.00	\$0.00			

Test Cash Position

Report Type: Previous Day Cash Position Report

Report Date: 2018-05-01 to 2021-06-03 (Holiday was found in date range)(This report is missing some balance information)

Customer: Corporate CTX Demo

Created By: Ryan Benitez

ABA Routing Number: 103100881

Currency: USD

Account(s): 3506134, 3506126, 4369491, 1802297, 4369556,

OPENING BALANCES AND ACTIVITY

Account Number	Account Name	Opening Ledger	Opening Available	Credit Count	Credit Amount	Debit Count	Debit Amount
3506134	United Commercial			1363	\$4,176.20	1215	\$4,174.81
3506126	United Commercial			1526	\$2,779.61	1781	\$2,830.15
4369491	United Commercial			35	\$81.24	29	\$81.12
1802297	United Commercial			1155	\$1,021.35	1056	\$1,025.58
4369556	United Commercial			80	\$77.76	136	\$77.74
Report Totals		\$0.00	\$0.00	4159	\$8,136.16	4217	\$8,189.40

CLOSING CASH POSITION

Account Number	Account Name	Closing Ledger	1-Day Float	2+ Day Float	Closing Available
3506134	United Commercial	\$1.40	\$0.00	\$0.00	\$1.40
3506126	United Commercial	\$-0.03	\$0.00	\$0.00	\$-0.03
4369491	United Commercial	\$0.12	\$0.00	\$0.00	\$0.12
1802297	United Commercial	\$18.04	\$0.00	\$0.00	\$18.04
4369556	United Commercial	\$0.02	\$0.00	\$0.00	\$0.02
Report Totals		\$19.55	\$0.00	\$0.00	\$19.55



Wire Online Origination Report

Corporate CTX Demo

As of 2022-06-09 19:54:47

User	User Name/User Role	Report Date/Time	Frequency	Selected Accounts
Ryan Benitez	corpdemorb / CTX Treasury Management Officers	06/08/2022 - 06/08/2022	Manual	1802297

0 Domestic wire(s) found between 06/08/2022 - 06/08/2022

0 International wire(s) found between 06/08/2022 - 06/08/2022



Company User Activity Report

Corporate CTX Demo

As of 2022-06-09

User	User Name/User Role	Report Date/Time	Frequency
Ryan Benitez	corpdemorb / CTX Treasury Management Officers	2022-06-09 20:31:48	Manual

Date Range:	2022-06-02 to 2022-06-08
Users:	1
Selected Transaction Types:	StopPayment, FundsTransfer, Eftps, Payroll, DomesticWire, InternationalWire, AchCollection, AchBatch,

Regulation CC: Expedited Funds Availability Guidelines

	Case-By-Case Holds	Exception Holds					Reasonable Cause Holds (In Xperience Teller, check both the beginning verbiage and the REASON.)
Reason	No reason needed	Large Deposit (check(s) you deposited on this day exceed \$5525)	An account is considered NEW if one accountholder does not have a transaction account open for more than 30 calendar days.		Redeposited Items must be exact same check (A check you deposited was previously returned unpaid)	Repeat Overdraft Accounts ^{OD} or cks return 6 times in last 6 mths (You've overdrawn your account repeatedly in the last 6 months)	We believe the check won't be paid for the following reason:
							1) We received notice that the check is being returned unpaid
							2) Confidential information indicates the check may not be paid
							3) We are unable to verify the endorsement
							4) The information on the check is inconsistent
							5) The check has erasures or other apparent alterations
							6) The routing number of the paying bank can't be verified
							7) The check is postdated or has a stale date
							8) Information from paying bank indicates check may not be paid
							9) We've been notified that the check has been lost or damaged
							10) Checks are deposited into an account not named as the payee
Types of Deposited Items			New Account Under \$5525	New Account ^{Over} \$5525	(endorsement/postdated do not qualify if those conditions have been corrected)	Can be any account or combination of accounts of the owner	11) Emergency Conditions
Cash/On-us Checks/Electronic Deposits	Immediate Availability	N/A	N/A	N/A	N/A	N/A	N/A
US Treasury Checks	Immediate Availability	\$5525 immediate, balance on the 7th BDAD	Immediate Availability	\$5525 immediate, balance on 9th BDAD	N/A	can hold full amount until 7th BDAD	can hold full amount until 7th BDAD
US Postal Money Orders (max. issue amount = \$1000)	Immediate Availability	\$5525 immediate, balance on the 7th BDAD	Immediate Availability	\$5525 immediate, balance on the 9th BDAD	N/A	can hold full amount until 7th BDAD	can hold full amount until 7th BDAD
Not in person deposit (mail or ATM)	\$225 immediate, balance on the 2nd BDAD	*\$225 immediate, \$5300 on the 2nd BDAD, balance on the 7th BDAD	Full amount on the 2nd BDAD	\$5525 on the 2nd BDAD, balance on the 9th BDAD			
Other government checks issued by a state or local government unit	Immediate Availability	\$5525 immediate, balance on the 7th BDAD	Immediate Availability	\$5525 immediate, balance on the 9th BDAD	N/A	can hold full amount until 7th BDAD	can hold full amount until 7th BDAD
Not in person deposit (mail or ATM)	\$225 immediate, balance on the 2nd BDAD	\$225 immediate, \$5300 on the 2nd BDAD, balance on the 7th BDAD	Full amount on the 2nd BDAD	\$5525 on the 2nd BDAD, balance on the 9th BDAD			
Cashier's Checks/Official Bank Cks	Immediate Availability	\$5525 immediate, balance on the 7th BDAD	Immediate Availability	\$5525 immediate, balance on the 9th BDAD	N/A	can hold full amount until 7th BDAD	can hold full amount until 7th BDAD
Not in person deposit (mail or ATM)	\$225 immediate, balance on the 2nd BDAD	\$225 immediate, \$5300 on the 2nd BDAD, balance on the 7th BDAD	Full amount on the 2nd BDAD	\$5525 on the 2nd BDAD, balance on the 9th BDAD			
Traveler's Checks	\$225 immediate, balance on the 2nd BDAD	\$225 immediate, \$5300 on the 2nd BDAD, balance on the 7th BDAD	Immediate Availability	\$5525 immediate, balance on 9th BDAD	can hold full amount until 7th BDAD	can hold full amount until 7th BDAD	can hold full amount until 7th BDAD
Any Other Checks	\$225 immediate, balance on the 2nd BDAD	\$225 immediate, \$5300 on the 2nd BDAD, balance on the 7th BDAD	can hold up to full amount until 9th BDAD	can hold up to full amount until 9th BDAD	can hold full amount until 7th BDAD	can hold full amount until 7th BDAD	can hold full amount until 7th BDAD

BDAD=Business Day After Deposit (Business Day = any calendar day, excluding Saturday, Sunday, and legal holidays)

Remote Deposit Complete™/Remote Deposit Scan™ Compatible Hardware Matrix



Manufacturer	Model	Device Features	Single Feed	Batch Feed	Print Option	Factory Warranty	Supported Operating Systems and Browsers	Windows 10 with Microsoft Edge or Google Chrome	Windows 11 With Microsoft Edge or Google Chrome	macOS® Catalina/ Big Sur/ Monterey with Google Chrome	Enterprise Payment Solutions Products	Remote Deposit Scan™	Remote Deposit Complete™	Swipe Card
	TellerScan® 240 Series		No	Yes	Rear Inkjet	1 Year		Yes	Yes	Yes		Yes	Yes	No
	CheXpress® Series		Yes	No	Front Franking	1 Year		Yes	Yes	Yes		Yes	Yes	No
	CheXpress Series		Yes	No	Rear Inkjet	1 Year		Yes	Yes	Yes		No	Yes	No
	Legacy Products TellerScan 230 Series		No	Yes	Rear Inkjet	1 Year		Yes	Yes	No		Yes	Yes	No
 SmartSource®	SmartSource® Professional		No	Yes	Rear Inkjet	1 Year		Yes	Yes	No		Yes	Yes	No
	SmartSource Professional Elite		No	Yes	Rear Inkjet	1 Year		Yes	Yes	No		Yes	Yes	No
	SmartSource Value		Yes	No	Rear Inkjet	1 Year		Yes	Yes	No		Yes	Yes	No
	SmartSource Merchant Elite		No	Yes	N/A	2 Year		Yes	Yes	No		Yes	Yes	No
	SmartSource Micro Elite		Yes	No	N/A	2 Year		Yes	Yes	No		Yes	Yes	No
	SmartSource MicroEx		Yes	No	N/A	1 Year		No	No	No		Yes	Yes	No
	CaptureOne TM-S1000 Series		Yes	Yes	Front Franking	2 Year		Yes	Yes	No		Yes	Yes	No
	VisionX™ Series		Yes	Yes	Rear Inkjet	6 Month		Yes	Yes	No		Yes	Yes	No
	I:Deal Series		Yes	No	Front Franking	1 Year		Yes	Yes	No		Yes	Yes	No
	Legacy Products MyVisionX™ Series		Yes	Yes	Rear Inkjet	6 Month		Yes	Yes	No		Yes	Yes	No
	imageFORMULA CR-L1		No	Yes	Rear Inkjet	1 Year		Yes	Yes	No		Yes	Yes	No
	imageFORMULA CR-120		No	Yes	Rear Inkjet	1 Year		Yes	Yes	No		Yes	Yes	No
	imageFORMULA CR-150		No	Yes	Rear Inkjet	1 Year		Yes	Yes	No		Yes	Yes	No
	imageFORMULA CR-190		No	Yes	Rear Inkjet	1 Year		Yes	Yes	No		Yes	Yes	No
 A DELUXE® COMPANY	EC7000i / EC7500i Series		Yes	No	Front Franking	2 Year		Yes	Yes	No		Yes	Yes	Yes
 SECURITY FROM THE INSIDE®	Dynamag		N/A	N/A	N/A	None		Yes	Yes	No		No	No	Yes
	MagneSafe Mini		N/A	N/A	N/A	None		Yes	Yes	No		No	No	Yes

Note: As legacy products are no longer tested/certified for use with the applications, limited support will be provided.



WIRE TRANSFER AGREEMENT

The following information supersedes all other Wire Transfer Agreements (“AGREEMENT”) previously executed by the customer listed below (“CUSTOMER”). The undersigned hereby certifies that each of the persons listed on the attached Exhibit A - Authorized Representatives For Wire Transfers (“REPRESENTATIVES”) are authorized to make or confirm telephone, fax, eMail, or other wire transfer requests from the account(s) listed below; subject to the respective conditions, if any, indicated for the REPRESENTATIVE. If no conditions are specified for a REPRESENTATIVE, then the REPRESENTATIVE’s authority is unlimited.

This AGREEMENT establishes the procedures to be used by First United Bank and Trust Company (“BANK”) and CUSTOMER when executing wire transfers. The undersigned also certifies that CUSTOMER agrees to be bound by the additional Terms and Conditions as well as Security Procedures (if applicable) attached to and made part of this AGREEMENT.

Customer/Company Name: _____

Customer/Company Address: _____

CIF/Account Number(s): _____

Primary Call Back Phone Number: _____

The AGREEMENT between the BANK and the CUSTOMER governs origination of wire transfer requests on behalf of the CUSTOMER. The CUSTOMER agrees to be bound by the rules and regulations of the BANK and other regulatory agencies now in effect or hereafter established.

By signing this AGREEMENT, the CUSTOMER agrees that the BANK shall be held harmless either primarily or secondarily if delivery of funds is delayed or are not made due to conditions outlined in the terms and conditions, a copy of which the CUSTOMER acknowledges receipt.

Wire transfer requests must be filled out and submitted to the BANK via in-person, telephone, fax, or eMail, in compliance with such procedures. CUSTOMER accepts all responsibility that the information provided in the wire transfer request is accurate and complete as of the date it is submitted to the BANK.

This AGREEMENT must be executed on behalf of the CUSTOMER by an individual who has been authorized to do so in connection with the opening or maintenance of CUSTOMER’s account(s) with the BANK.

WIRE TRANSFER TERMS AND CONDITIONS

- The CUSTOMER agrees that all information contained in this document is complete and correct.
- Wire instructions received from a REPRESENTATIVE are deemed to be from the CUSTOMER.
- The BANK will assume no liability if incorrect information or instructions are received from the CUSTOMER or its REPRESENTATIVES.
- Sufficient available funds must be on deposit in the CUSTOMER's account on the date of the request. No transfer will be made until such funds are available.
- The BANK will act upon all domestic transfer requests received before 3:00 p.m. (CT) and all international transfer requests received before 1 p.m. (CT) Monday through Friday, except for any holiday for the BANK and/or the communications facility selected by the BANK. Any outgoing wire requests received by the BANK after the respective deadline will be processed the following banking day. The BANK reserves the right to utilize such means of transmission as the BANK reasonably selects.
- The CUSTOMER agrees to pay the applicable fees for this service, which shall be set and amended by the BANK from time to time according to its published Fee Schedule.
- Where a payment order provides for payment outside the U.S. in a currency other than U.S. dollars, the amount thereof will be the U.S. dollar equivalent of the wire request at the then prevailing exchange rate. CUSTOMER will assume all foreign transfer and exchange risks, including (but not limited to) fluctuations in value, local currency restrictions, and temporary or permanent inability to perform exchanges, and will comply with all local laws governing the transaction.
- Once the CUSTOMER submits the wire transfer request, the BANK will review/verify the request, and may call the CUSTOMER back at the telephone number listed on the AGREEMENT for verification. If CUSTOMER does not provide the BANK with a current contact telephone number, CUSTOMER's request may not be honored. When the BANK contacts the CUSTOMER, the CUSTOMER may be required to verify some or all of the following information:
 - Amount and Date of last deposit
 - Amount and Date of last withdrawal
 - Business/Individual Tax Identification Number
- The BANK shall be liable to the CUSTOMER only for the BANK's performance or nonperformance for the wire transfer services provided. The BANK shall not be responsible for any loss arising from, or in connection with, any inaccuracy, act or failure to act on the part of any person not within the BANK's reasonable control.
- The CUSTOMER agrees to release the BANK from responsibility or liability for any inaccuracy, interruption, delay or failure in transmission or from other circumstances associated with the following: wire service availability, weather, power failure, communication line failure or errors or the lack of responsiveness of any other organization.
- In the event the communications facility and/or the receiving bank rejects an outgoing wire transfer request, the BANK shall provide notice of such rejection to the Customer by contacting a REPRESENTATIVE by telephone, eMail, or fax. In the event the BANK is unable to so notify the CUSTOMER, the BANK shall attempt to notify the CUSTOMER within a reasonable time via the most practical methods available at such time.
- Provided the BANK has complied with these terms and conditions, the CUSTOMER agrees to indemnify and hold the BANK harmless against any claim of a third party arising from or in connection with these terms and conditions or the services provided. In no event shall the

BANK be liable to the CUSTOMER for any consequential, special or indirect losses or damages, whether or not the likelihood of such losses or damages were known by the bank.

- The CUSTOMER (or REPRESENTATIVE) will supply the following information when requesting a wire transfer:
 - Dollar amount of the wire transfer
 - Name, Address and account number of Payee
 - Currency in which the wire transfer is required
 - Name and Address of Payee's Bank
 - Routing number (ABA) of Payee's Bank
 - Intermediary Bank Information (if applicable)
 - Any "Special Instructions"
- CUSTOMER acknowledges that the BANK is not permitted to transfer funds in violation of federal law or regulations. The BANK will use its filter to test each Originator, Beneficiary, and beneficiary bank(s) of a requested wire transfer against the list of prohibited names maintained by the Office of Foreign Assets Control "OFAC". The CUSTOMER further acknowledges that if a request is made which will cause the BANK to be in violation of any rule, regulation, or order of OFAC or subject the BANK to any sanction imposed by OFAC, the BANK will refuse to honor the request. All penalties imposed by OFAC to the BANK for any violation will be passed on to the CUSTOMER. CUSTOMER also agrees that it will indemnify, defend, and hold harmless against any loss or cost arising from such OFAC violation.
- Either the CUSTOMER or the BANK may terminate this AGREEMENT upon written notice at any time.
- This AGREEMENT including all attachments consists of and includes the entire understanding by and between the BANK and the CUSTOMER concerning the provision of the service set forth above. No representations or warranties of any nature have been made by the BANK other than those expressly provided for herein.
- This AGREEMENT applies only to outgoing wire transfers.

The Parties hereto have duly executed this AGREEMENT on the _____ day of _____
20_____

CUSTOMER Printed Name: _____

CUSTOMER Signature: _____

Alternate Call Back Phone Number(s): _____

Fax Number: _____

eMail Address: _____

FIRST UNITED BANK AND TRUST CO.

FUB Employee Printed Name: _____

FUB Employee Signature: _____

FUB Employee Title: _____

ADDENDUM 5

ONLINE WIRE TRANSFERS

Update Type: ☐ TMEF ☐ Addendum Only	Company Name Online Banking Admin	CIF Number Q2 ID
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I. ONLINE WIRE TRANSFERS ☐ New ☐ Update ☐ Existing 		
Domestic Wire Limits:	Requested Daily: \$	Requested Monthly: \$
International Wire Limits:	\$	\$

AUTHORIZED REPRESENTATIVE FOR WIRE CALLBACK VERIFICATION		
Company Administrator will create and assign user access privileges within Online Banking. The below representatives are authorized to approve outgoing online wires upon callback verification for the account numbers listed.		
Name	Phone Numbers Work: Mobile:	Account Numbers
Name	Phone Numbers Work: Mobile:	Account Numbers
Name	Phone Numbers Work: Mobile:	Account Numbers
Name	Phone Numbers Work: Mobile:	Account Numbers

WIRE TRANSFER SUBSIDIARY COMPANY NAMES.			
Wire Company Name (35 character maximum)	Account Number	Wire Company Name (35 character maximum)	Account Number

ONLINE WIRE TRANSFER SECURITY PROCEDURE
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In addition to the Security Procedures for authentication to gain access to the Online Banking Service, Company understands and agrees that the authenticity of any Wire Transfer transmitted via the Online Banking Service will be verified pursuant to the following security procedures:

SECURITY PROCEDURE:

No. Description

1. **Dual Control.** Dual control requires that at least two authorized Users be involved in the submission of any Online Wire Transfer. One authorized User with sufficient initiation entitlements must draft the transaction information, and at least one other authorized User with sufficient approval entitlements must approve the transaction before it is processed by Bank.
2. **Security Token.** Security Token is a method of validating the user at the time of approval. This provides an additional layer of security in the event the user's login ID and password are compromised. Validation occurs when the user enters the code that has been delivered via the Security Token.
3. **Dedicated Computer.** Company hereby agrees to initiate and approve all Online Wire Transfers using a computer in the Company's office designated exclusively to access Bank's Online Service. The computer shall not be used for general Internet purposes (e.g., e-mail, visits to other web sites, including social networking sites).

4. **Payment Activity Review.** Company is responsible for reviewing online banking activity each Banking Day and notifying Bank of any suspect wire transfers. If Company believes any approved Online Wire Transfer received by Bank to be erroneous, Company must notify Bank immediately. If Bank is timely notified, Bank will attempt to reverse the suspect Online Wire Transfer.
5. **Company Call-Back Verification for Wire Transfers.** Upon a Wire Transfer request, Bank will place a phone call to Company regarding any submitted Wire Transfer consistent with the dollar threshold defined below for Company's selected security procedure for the Company Call Back Election. If Company does not answer the Call-Back to authenticate the Wire Transfer, then Bank will not execute the Wire Transfer.

COMPANY SELECTED SECURITY PROCEDURE

Company may reject the "commercially reasonable Security Procedures" offered by Bank and elect to use Company's own Security Procedures by indicating its rejection in any box below. If Company rejects Bank's Security Procedure, Company hereby acknowledges that Bank first offered to Company a "commercially reasonable Security Procedure". Bank may, at its option, refuse to accept Company's Security Procedures, in which case, Bank shall refuse to accept Entries initiated by Company.

Company Call Back Election: Company must select one of the options below as part of the Security Procedure for Wire Transfers. By checking one of the boxes below, Company selects the following Company Call-Back procedure:

- ☐ **(Option 1)** Bank will perform Company Call-Back on all Wire Transfer Requests regardless of the dollar amount.
- ☐ **(Option 2)** Bank will perform Company Call-Back on any single Wire Transfer request that equals or exceeds \$200,000. By selecting this option, Company is rejecting Option 1.
- ☐ **(Option 3)** Bank shall not perform Company Call-Back on any Wire Transfer requests regardless of the dollar amount. By selecting this option, Company is rejecting Option 1 and Option 2.

Company acknowledges and understands that Bank has offered and recommended the use of Option 1 for Company Call Back. By selecting Company Call-Back Option 2 or Option 3 above, Company is rejecting other Company Call-Back options offered by Bank Company that Company acknowledges to be commercially reasonable. Further, if a Rejected box is checked below by Company, such election constitutes a part of the Agreement in effect between Company and Bank. Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the Agreement. Company acknowledges that Bank has offered to Company Security Procedures to verify the authenticity of Wire Transfers, which Procedures Company agrees are reasonable in the context of Company's operation, requirements and internal procedures. Company acknowledges that Bank has offered this Service and Company has elected to send Wire Transfers to Bank using Company's selected Security Procedure. Company acknowledges and understands that selecting Security Procedures other than Security Procedures 1 through 4 listed above may substantially increase the risk of loss to Company. COMPANY HEREBY REJECTS AND REFUSES THE SECURITY PROCEDURES OFFERED BY BANK FOR TRANSMISSION OF WIRE ENTRIES TO BANK. By rejecting any of the Security Procedures listed above, Company is refusing Bank's Security Procedure and requests bank to follow Company's selected Security Procedure. Company may not reject the Security Procedures number 2. **Security Token** and number 4. **Payment Activity Review**. COMPANY HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN COMPANY'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH COMPANY'S SELECTED SECURITY PROCEDURES.

By checking the box(s) below, Company rejects the indicated Security Procedure:

Security Procedure	No.	Description
REJECTED ☐	1.	Dual Control
REJECTED ☐	3.	Dedicated Computer

Date: _____

By: _____
Authorized Signer (Signature) Title Name (Please print)

FOR INTERNAL USE ONLY
Special Instructions

Corresponding Bank Information



FirstUnitedBank.com

Member FDIC.  Equal Housing Lender. NMLS# 400025.

TRI PARTY CONTROL AND CUSTODY AGREEMENT

This Tri Party Control and Custody Agreement ("Agreement") is entered into effective the day of , 20 , by and between Bank of Oklahoma ("Custodian"); First United Bank and Trust Company ("Bank"), a state banking organization with offices located in Oklahoma and Texas; and ("Customer"), a(n) .

WHEREAS, Customer has selected Bank as a depository for certain of its funds and has entered into an agreement with Bank to invest funds in repurchase transactions on an automated basis subject to the terms and conditions of that certain Corporate Sweep Account Agreement dated the day of , 20 , by and between Bank and Customer; and

WHEREAS, Custodian represents that it is a national banking association with fiduciary powers, is duly authorized to act as a custodian and is a member of the Federal Reserve System and the Federal Deposit Insurance Corporation; and

WHEREAS, Bank and Customer have requested Custodian to hold Securities and to perform certain other functions as more fully described herein; and

WHEREAS, Custodian has agreed to act on behalf of Bank and Customer as custodian of Securities delivered to Custodian;

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Customer, Bank, and Custodian agree as follows:

Article 1 Definitions

Whenever used in this Agreement, the following words shall have the meanings set forth below:

- 1.1 "Banking Day" means any day on which Custodian is open for business.
- 1.2 "Earmarked Securities" means those Governmental Securities listed on Exhibit "A" attached to this Agreement that have been deposited by Bank to the Master Account in the name of Bank (as defined in Section 7 below) pursuant to this Agreement that have not yet transferred to Customer but are available for sale at the discretion of Bank and those repurchased by Bank.
- 1.3 "Governmental Securities" shall include direct obligations of or obligations that are fully guaranteed as to principal and interest of the United States government , one of its agencies, or one of its government-sponsored enterprises, including, but not limited to,

US. Treasury bills, bonds and notes and obligations guaranteed by the Governmental National Mortgage Association ("GNMA").

- 1.4 "Market Value" with respect to any Earmarked or Purchased Securities, shall mean the price for such securities on such date determined by utilizing the most recent closing bid for such securities as it appears in the most recent issue of the Wall Street Journal or obtained from another appropriate generally recognized source.
- 1.5 "Purchased Securities" means any and all Earmarked Securities transferred to Customer and subject to a repurchase transaction pursuant to the Corporate Sweep Account Agreement but not yet repurchased by Bank.
- 1.6 "Securities" means Earmarked Securities and Purchased Securities.

Article 2

Appointment of Custodian; Security Interest

2.1 Appointment. Bank and Customer hereby appoint Custodian as custodian of all Securities delivered to Custodian during the term of this Agreement, and authorize Custodian to hold Securities in custody and as a securities intermediary in registered form as follows:

- (i) Earmarked Securities will be held by Custodian for Bank in the name of Bank on its books and records.
- (ii) Purchased Securities transferred to Customer pursuant to the Corporate Sweep Account Agreement will be held by Custodian for Bank and Customer in the name of Customer on its books and records.

2.2 Perfection. Until notice is received from Bank of the termination of the Corporate Sweep Account Agreement, Custodian agrees to hold and deliver all the Securities deposited with it pursuant to the terms of this Agreement, and to serve as collateral agent, securities intermediary and custodian for Customer and Bank to the extent necessary to allow Customer to perfect its security interest pursuant to the Corporate Sweep Account Agreement.

2.3 Safekeeping. Custodian has agreed to hold the Securities in safekeeping pursuant to the terms of this Agreement in order to facilitate repurchase transactions between Bank and Customer pursuant to the Corporate Sweep Account Agreement.

2.4 Earmarked Securities. The parties acknowledge and agree that not all Earmarked Securities may be subject to a repurchase transaction(s) and that these continue to be owned by

Bank and held by Custodian for Bank. The records maintained by Custodian shall be conclusive absent manifest error of the status of any repurchase transaction.

2.5 Customer Restriction regarding Earmarked Securities. Customer will not attempt to sell, pledge, lend or encumber any Earmarked Securities and will not show or represent to any person that it has rights in any Earmarked Securities other than Purchased Securities.

Article 3

Purchased Securities to be Held by Custodian

3.1 Value Maintained. Bank shall ensure that the value of Purchased Securities held by Custodian in the Master Account and Sub-Accounts at all times during the term of this Agreement shall adhere to the guidelines outlined in Section 7 of the Corporate Sweep Account Agreement.

3.2 Minimum Margin. Custodian does not have a duty to monitor the minimum margin in the Master Account or any Sub-Account but shall report to Bank the Market Value of the Purchased Securities. Custodian is not charged with knowledge of the specific terms of the Corporate Sweep Account Agreement.

3.3 Instructions and Documentation. Bank will provide to Custodian instructions and documentation as may be necessary so that Customer's rights to, and claims on, Purchased Securities transferred to Customer and securing repurchase transactions are unconditional from the time transferred until repurchased by Bank.

3.4 Substitution. Bank may substitute other Earmarked Securities for any Purchased Securities in accordance with the terms and provisions of the Corporate Sweep Account Agreement, provided, however, that such other Earmarked Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

Article 4

Reports/Communications/Authorized Individuals

4.1 Reports to Custodian. Daily, Bank will send, via email, a list of Customers by (a) name of Customer; (b) Customer account number at Bank, (c) principle amount of the repurchase obligations as a total and listed by individual Customer, and (d) the aggregate market value of the Securities. Bank will also provide a listing of all the Earmarked and Purchased Securities as a complete list.

4.2 Maintenance of Reports. Since it is the intent of this program that all Securities sold by Bank on a given banking day are to be repurchased from Customer on the following banking day, Custodian may dispose of the prior days' confirmation after it has received the current days' confirmation – so that Custodian has in its possession at any one time only confirmation of Purchased Securities. Custodian will retain a copy of any monthly reports provided by Bank according to Custodian's internal record retention schedule.

4.3 Reports from Custodian. Custodian shall furnish Bank with an advice of daily transactions, a monthly statement specifying the total of all Securities in the Master Account and a monthly summary of all transactions with respect to an account. Custodian will provide statements of accounts and other information and reports generated by Custodian in the ordinary course of business as may reasonably be requested by Bank.

4.4 Electronic Communications. Bank and Custodian may each elect to receive advices, confirmations or statements electronically through the Internet to an email address specified by it for such purpose. By electing to use the Internet for this purpose, Bank acknowledges that such transmissions are not encrypted and that there are other risks inherent in communicating through the Internet and agrees that Custodian shall not be responsible for any loss, damage or expense incurred as a result of the use of such methods.

4.5 Instructions/Authorized Persons. Exhibit "B" attached hereto contains the names and specimen signatures of individuals authorized to act on behalf of Customer ("Customer Authorized Person"), and Exhibit "C" attached hereto contains the names and specimen signatures of individuals authorized to act on behalf of Bank ("Bank Authorized Person"). Either Customer or Bank may add or remove authorized individuals without the consent of the other at any time by providing Custodian and the other party with replacement Exhibits.

4.6 Certifications. Bank and Customer agree to provide Custodian with such certificates as to matters of fact within the party's knowledge as Custodian may reasonably request, including, a certificate of the veracity of computer listings of Securities with such certificates to be provided within thirty (30) days from the date of Custodian's request.

Article 5

Standard of Care; Compliance with Laws; Defaults and Remedies

5.1 Standard of Care. Custodian shall exercise a commercially reasonable degree of care with respect to the Securities. Custodian will not be liable for errors or omissions which result

from Customer's or Bank's instructions if Custodian acts with ordinary care, in good faith and in accordance with this Agreement.

5.2 Compliance with Laws. Custodian and Bank must perform all of the applicable duties and obligations required of a depository for Customer under all federal laws and regulations and the laws of the State of Oklahoma. If any state or federal government body having jurisdiction over Customer, Bank or Custodian determines that this Agreement does not comply with the applicable federal and/or state laws, rules and regulations or the custom or practices of the parties do not comply with the applicable federal and/or state laws, rules and regulations, then this Agreement is subject to immediate termination or amendment and Custodian, Customer and Bank will cooperate in complying with the applicable federal and/or state laws, rules and regulations.

5.3 Default. Bank shall be in default of this Agreement if (i) Bank defaults in performing its obligations under the Corporate Sweep Account Agreement, (ii) Bank is declared insolvent or a receiver is appointed for Bank, (iii) Bank fails to repurchase any Purchased Securities subject to a repurchase transaction or (iv) Bank defaults in the payment of any amount owing to Customer under the Corporate Sweep Account Agreement.

5.4 Remedies. In the event of default, Customer may exercise any rights and remedies available to it under applicable law. In addition, if such default continues unremedied for ten (10) days, upon Customer's written demand, Custodian shall sell Purchased Securities to satisfy Bank's obligations under the Corporate Sweep Account Agreement. Custodian may rely on the written statement from a Customer Authorized Person certifying that Bank has defaulted and that Bank's opportunity to cure has expired. Customer shall include a copy of the initial notice of default from Customer to Bank and shall copy the Bank on the written demand to Custodian. Prior to selling any Securities, Custodian will verify from the current monthly report (or confirmations) in its possession that the Securities are Purchased Securities.

Article 6

Termination

6.1 Customer or Bank. Either Customer or Bank may terminate this Agreement at any time upon 60 days' written notice to all parties, and upon the expiration of said 60 days, this

Agreement will cease unless the parties agree to a shorter time, provided, however, this Agreement will continue for an additional period of time, if any, as may be necessary for Custodian to complete the transfer of Securities.

6.2 Custodian. The Custodian, upon not less than 60 days prior written notice to the Bank and Customer may elect to terminate its duties hereunder. The Bank agrees by such 60th day, to find an acceptable substitute custodian to replace the Custodian. Upon acceptance of such appointment by all parties and by the successor custodian, the Custodian, without any recourse against it, shall transfer to such successor all Securities.

Article 7

Accounts

7.1 Establishment. Bank has established a Master Safekeeping Account in the name of “Bank – Corporate Sweep Program” (“Master Account”) with Custodian to hold Governmental Securities, which are subject to repurchase transactions between Bank and its customers. The Master Account has Sub Accounts in the name of each Customer executing a Tri Party Control and Custody Agreement with Bank and Custodian. Custodian will identify, in accordance with this Agreement and Bank’s instructions, that portion of the Master Account which is required to be segregated into a Sub Account. The Sub Account for Customer will be titled “Bank – Repo Agreement” (“Sub Account Customer”).

7.2 Sub-Accounts. Custodian will release or substitute Purchased Securities in a Sub-Account only in accordance with this Agreement. The Sub Account is also subject to the following:

- (i) Custodian will receive and hold Purchased Securities in the Sub Account, as Customer and Bank shall cause to be deposited with Custodian. Bank may, from time to time, (a) make deposits of Purchased Securities to the Sub Account, and (b) withdraw and/or substitute Earmarked and Purchased Securities held by Custodian consistent with the terms of this Agreement.
- (ii) For each Sub-Account, all interest payments and income received by Custodian or other income received by way of collection will be credited to Bank’s deposit account with Custodian on the same day Custodian receives credit for such amounts, unless Custodian has received a written demand described in Section 5.3 - Default, in which case, the amounts related to the Purchased Securities described

in the Default Notice will remain in the associated Sub Account awaiting Customer's instructions.

- (iii) Maturity payments will remain in the Sub Account until Bank provides replacement securities for those maturing.
- (iv) All Securities held in the Sub Accounts will be maintained by Custodian free of any lien, charge, or claim of any kind in favor of Custodian or any party claiming through it.

Article 8 Voting and Audit Rights

8.1 Voting. With respect to all Securities, it is understood that the voting rights and powers, if any, shall be exercised by Bank (prior to any Default Notice) and not by Custodian or Customer. Custodian's only duties with respect to voting shall be to make a good faith effort to provide such person as Bank designates, corporate reports and any proxy or other voting documents received.

8.2 Audit. Upon reasonable request, and provided Custodian shall suffer no significant disruption of its normal activities, Bank or Customer shall have access to Custodian's books and records relating to the Securities during Custodian's normal business hours. Upon reasonable request, copies of any such books and records shall be provided to Bank or Customer at the requesting party's expense.

Article 9 Indemnification; Limitation of Liability

9.1 Indemnification. Bank and Customer agree to indemnify, defend and hold the Custodian, its affiliates, officers, directors, employees and agents harmless against any and all losses, costs, suits, expenses, judgments, and fees, including attorneys' and accountants' fees ("Losses"), which the Custodian may incur in connection with following instructions of the Bank or Customer in accordance with this Agreement except for those Losses caused directly by negligence or willful misconduct. The parties hereto agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith.

9.2 Extraordinary Damages. **NO PARTY WILL EVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS (WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR**

DAMAGES). BANK HAS ADVISED CUSTOMER THAT THE FUNDS DELIVERED BY BANK TO CUSTOMER OR HELD BY CUSTODIAN FOR THE BENEFIT OF BANK AND CUSTOMER IN CONNECTION WITH EACH TRANSACTION UNDER THIS AGREEMENT OR THE CORPORATE SWEEP ACCOUNT AGREEMENT WILL NOT BE A SAVINGS ACCOUNT OR DEPOSIT AND WILL NOT BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR BY ANY OTHER FORM OF INSURANCE PROTECTION.

9.3 Force Majure. To the maximum extent permitted by law, no party will be liable for, and each party hereby releases the other from responsibility for all losses and damages due to errors, delays or inaccuracies in transmission and from all liability for losses arising out of interruption of business due to acts of God, acts of governmental authority, acts of a public enemy, or due to any and all wars, riots, fires, floods, civil commotions, insurrections, labor difficulties, severe or adverse weather conditions, and equipment system and software failures preventing the automatic transfers or performance of any other obligation under this Agreement, or other causes beyond the reasonable control of the parties.

9.4 Protection of Custodian. Except as otherwise expressly provided herein, Custodian shall not be liable for any Losses incurred or asserted except those arising out of the negligence or willful misconduct of Custodian. Custodian will not be liable or responsible for any act or omission of any broker or other agent designated by Bank or Customer as applicable, or, in the absence of such designation, selected by Custodian to purchase or sell Securities for the account of Bank or Customer. Custodian will promptly act to resolve any problem with any broker or agent. Custodian will have no responsibility to determine the validity or genuineness of any Security or related instrument deposited to the Master or Sub Account or to advise Customer or Bank regarding the call for redemption, exchange of deposit in reorganization of any Security or related instrument so held or deposited under this Agreement.

9.5 Continuing Effect. The foregoing indemnification and limitation of liability provisions shall survive termination of this Agreement.

Article 10

Fees and Expenses

10.1 Payment of Charges. Bank will pay to Custodian as compensation for the services provided pursuant to this Agreement such fees as Custodian may set forth from time to time as reflected in Custodian's fee schedules provided to Bank. The fees will be charged to Bank

monthly through account analysis. Bank's failure to pay fees will result in these fees being withheld from interest income.

10.2 Set Off. Custodian shall have a right of set off against assets in the Master Account for payment or reimbursement of fees, charges, and any expenses associated with providing custodial services related to the Securities.

10.3 Errors. Bank will notify Custodian within sixty (60) days from the date of receipt of any statement showing any error, inconsistency, or similar problem. Bank, Custodian and Customer will act promptly and in good faith to resolve all matters.

Article 11

Security Transactions

11.1 No Investment Advice. Custodian is not at any time under any duty to supervise the investment of, or to advise or make any recommendation for the purchase, sale, retention or disposition of Securities.

11.2 Authorization. Bank, or after a Default Notice, Customer, will provide Custodian with advance authorization for sale of any Securities as follows: complete and accurate written instructions to Custodian, utilizing Custodian's security clearance tickets on trade date plus one Banking Day and in accordance with the cut-off time guidelines provided. Trade information received any later than trade date plus one Banking Day can only be completed on a best effort basis in clearing the sale. If the sale is related to a registered municipal security, Bank, or Customer as applicable, will furnish Custodian by trade date plus one Banking Day a properly executed stock or bond power and corporate resolution (if applicable), and any and all other necessary documentation to be used in the settling of the trade. Custodian must have authorization instructions, securities (if applicable) and other documentation (if any) relating to such matters at least three (3) business days prior to the deadline date or maturity date for action thereon. Custodian's sole obligation in this regard shall be to attempt trades on the indicated dates in good faith.

11.3 Pre-Authorized Activities. Custodian is authorized to surrender bonds or other securities at maturity, or prior to the stated maturity when advised of earlier call for redemption. Custodian is authorized to act on direction of Bank, or if after a Default Notice, Customer, to exchange securities in temporary form for securities in definitive form; to effect the exchange of shares where the par value of stock is changed; to process tender offers, reorganization, rights and

warranties, provided, however, that Custodian is authorized to act without further instruction in the event of non-discretionary calls, exchanges, and reorganizations.

11.4 Custodian as Agent. Custodian will as agent of Bank or Customer, as applicable, deliver Securities to various dealers or their agents to obtain payment. Custodian assumes no responsibility other than to act with ordinary care and in good faith and in compliance with this Agreement. Specifically, Securities will customarily be delivered to the dealer or the paying agent and payment will be effected or authorized later when the dealer has satisfied itself as to the count of the Securities and suitability of related documents. In the time between release of the Securities to the dealer or their paying agent, and receipt of payment, Custodian denies any liability and Customer and Bank acknowledge assumption of all risk attendant to the delivery pending final and collected payment.

11.5 Bond Redemptions. If applicable, Custodian will attempt, without obligation, to identify and process bonds called for redemption. It is the responsibility of Bank to notify Custodian by fax, or other acceptable means used for the delivery of written communication, of bonds called for redemption. Custodian shall have no responsibility for advising Customer or Bank of any put features applicable to any Securities. Custodian will assist Bank/Customer in the identification to the extent that calls for redemption appear in publications which Custodian normally receives. Custodian assumes no responsibility for incorrect information which may appear in those publications. Custodian will not be responsible for its failure to identify and process bonds called for redemption, Custodian's duty in this regard being limited to acting in good faith and in accordance with this Agreement.

11.6 Payments Received. Custodian, acting as Bank and Customer's agent with respect to the Master Account and Sub Account respectively, may receive principal and income due on bearer and/or book entry Securities and the proceeds of the sale of Securities and credit the Master Account at the times the amounts are collected. Any income due on any of the Securities will be paid only from available funds. Any payment which is made and subsequently proves to have been effected by other than available funds may, at Custodian's sole discretion, be charged back to Bank or, if received by Customer, to Customer.

Article 12

Miscellaneous

12.1 Corporate Sweep Account Agreement. Notwithstanding any other provision in this Agreement, the parties agree that the terms and provisions in the Corporate Sweep Account Agreement will govern repurchase transactions between Bank and Customer. As between Bank and Customer only, insofar as provisions in this Agreement conflict with the Corporate Sweep Account Agreement, the terms and provisions of the Corporate Sweep Account Agreement will control. Custodian is not charged with knowledge of or bound to the specific terms of the Corporate Sweep Account Agreement.

12.2 Applicable Law. This Agreement will be governed by the laws of the State of Oklahoma.

12.3 Headings. The headings in this Agreement are for convenience of reference only.

12.4 Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, that provision will be reformed so as to be enforceable to the extent permitted by applicable law without resulting in a conflict with any other provision, or if that is not possible, that provision will be deemed void and the remainder of the Agreement will be enforceable.

12.5 Waiver. No delay by any party to exercise any right or power shall impair the right or power or be construed to be a waiver. A waiver by any party of any covenant to be performed or any breach shall not be construed to be a waiver of any subsequent breach of any other covenant.

12.6 Assignment. This Agreement and the parties' respective responsibilities, obligations, and covenants may not be assigned without the written consent of the other parties.

12.7 Final Agreement. **THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES.**

12.8 Notices. Any notice or other communication required or permitted hereunder shall be in writing, except in cases where oral notice or other communication is specifically allowed under the terms hereof, and shall be deemed given upon actual receipt by the intended recipient or upon refusal of delivery during the normal business hours of the addressee. Unless another address is specified in writing by the respective party to whom any written notice, confirmation, or other communication is to be given hereunder, all such written notices, confirmations or

communications shall be delivered to Bank, Custodian or Customer at their respective addresses set forth below:

BANK: FIRST UNITED BANK AND TRUST COMPANY
ATTN: TREASURY MANAGEMENT DEPARTMENT
P.O. BOX 1234
SHERMAN, TX 75091-1234

CUSTOMER:

CUSTODIAN: BANK OF OKLAHOMA
ATTN: INVESTMENTS – 3RD FLOOR
P.O. BOX 24128
OKLAHOMA CITY, OK 73124-0128

IN WITNESS WHEREOF, this Tri Party Control and Custody Agreement is executed by the parties hereto as of the date first written above.

CUSTOMER:

Company Name: _____

By: _____

Name:

Title: _____

CUSTODIAN:

BANK OF OKLAHOMA

By: _____

Name: _____

Title: _____

BANK:

FIRST UNITED BANK AND TRUST COMPANY

By: _____

Name: Ted Lane

Title: SVP, Director of Treasury Management Services

Corporate Sweep Account Agreement

Exhibit A – Earmarked Securities

See securities listing immediately following this page.



PO Box 130
Durant, OK 74702

Page 1 of 1

Date: NOVEMBER 2022

RETURN SERVICE REQUESTED

*0001661 S1
CITY OF GARDEN RIDGE
9400 MUNICIPAL PKWY
GARDEN RIDGE TX 78266-2366



INDIVIDUAL SUMMARY ANALYSIS
XXXXXXXX1526

City of Garden Ridge
9400 Municipal Pkwy
Garden Ridge TX 78266-2366

OFFICER: Daniel Ortiz
PHONE NO: (210) 619-2672
BRANCH: 532

DATE PREPARED 12/01/22
DAYS IN STATEMENT CYCLE 30
ACCOUNT ANALYSIS PF

AVERAGE DAILY LEDGER BALANCE	362,685.60
LESS AVERAGE DAILY FLOAT	.00
AVERAGE DAILY COLLECTED BALANCE	362,685.60
LESS REQUIRED RESERVES 10.000%	36,268.56
AVERAGE NET COLLECTED BALANCE	326,417.04

EARNINGS ON	\$326,417.04	
	AT 1.250000%	335.36

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
Monthly Maintenance Fee	1	10.0000	10.00	9,733.33
Regulatory Assessment			2.56	2,491.73
Debit Fee	107	.1000	10.70	10,414.67
Credit Fee	54	.1000	5.40	5,256.00
On-Us Items Deposited	10	.0800	.80	778.67
ACH Batch Origination via OLB	1	5.0000	5.00	4,866.67
ACH Origination Item Fee - OLB	1	.0500	.05	48.67
Commercial First Mo Base Fee	1	25.0000	25.00	24,333.33
Credits Posted	10	.2500	2.50	2,433.33
ACH Credits	44	.0000	.00	
Checks Paid	87	.1500	13.05	12,702.00
ACH Debits	20	.1000	2.00	1,946.67
Positive Pay - Monthly Maint	1	50.0000	50.00	48,666.67
Positive Pay Per Item Fee	70	.0500	3.50	3,406.67
Positive Pay PNI Exception Fee	7	.5000	3.50	3,406.67
Remote Dep Complete Mo Maint	1	50.0000	50.00	48,666.67
TOTAL SERVICES AND REQUIRED BALANCES			184.06	179,151.75
CURRENT MONTH NET EXCESS			151.30	
CURRENT NET PROFIT			151.30	

BANKING	MORTGAGE	INSURANCE	INVESTMENTS
Member FDIC. Equal Housing Lender. NMLS# 400025.		Not FDIC Insured. No Bank Guarantee. May Lose Value.	



PO Box 130
Durant, OK 74702

Page 1 of 1

Date: DECEMBER 2022

RETURN SERVICE REQUESTED

*0001540 S1
CITY OF GARDEN RIDGE
9400 MUNICIPAL PKWY
GARDEN RIDGE TX 78266-2366



INDIVIDUAL SUMMARY ANALYSIS
XXXXXXXX1526

City of Garden Ridge
9400 Municipal Pkwy
Garden Ridge TX 78266-2366

OFFICER: Daniel Ortiz
PHONE NO: (210) 619-2672
BRANCH: 532

DATE PREPARED 1/03/23
DAYS IN STATEMENT CYCLE 31
ACCOUNT ANALYSIS PF

AVERAGE DAILY LEDGER BALANCE	332,225.35
LESS AVERAGE DAILY FLOAT	.00
AVERAGE DAILY COLLECTED BALANCE	332,225.35
LESS REQUIRED RESERVES 10.000%	33,222.53
AVERAGE NET COLLECTED BALANCE	299,002.82

EARNINGS ON	\$299,002.82	
	AT 1.250000%	317.43

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
Monthly Maintenance Fee	1	10.0000	10.00	9,419.35
Regulatory Assessment			2.65	2,496.13
Debit Fee	104	.1000	10.40	9,796.13
Credit Fee	63	.1000	6.30	5,934.19
On-Us Items Deposited	17	.0800	1.36	1,281.03
Interest Paid			86.50	81,477.42
ACH Batch Origination via OLB	2	5.0000	10.00	9,419.35
ACH Origination Item Fee - OLB	2	.0500	.10	94.19
Commercial First Mo Base Fee	1	25.0000	25.00	23,548.39
Credits Posted	17	.2500	4.25	4,003.23
ACH Credits	46	.0000	.00	
Checks Paid	79	.1500	11.85	11,161.94
ACH Debits	24	.1000	2.40	2,260.65
Positive Pay - Monthly Maint	1	50.0000	50.00	47,096.77
Positive Pay Per Item Fee	87	.0500	4.35	4,097.42
Positive Pay PNI Exception Fee	7	.5000	3.50	3,296.77
Domestic Outgoing Wire	1	18.0000	18.00	16,954.84
Remote Dep Complete Mo Maint	1	50.0000	50.00	47,096.77
TOTAL SERVICES AND REQUIRED BALANCES			296.66	279,434.57
CURRENT MONTH NET EXCESS			20.77	
CURRENT NET PROFIT			20.77	

BANKING	MORTGAGE	INSURANCE	INVESTMENTS
Member FDIC. Equal Housing Lender. NMLS# 400025.		Not FDIC Insured. No Bank Guarantee. May Lose Value.	



PO Box 130
Durant OK 74702
RETURN SERVICE REQUESTED

www.firstunitedbank.com
First United - 99
1400 W. Main
Durant, OK 74701

Customer Service (800) 924-4427

Account XXXXXX2297

Page 1 of 3

*0007288 S2
FIRST UNITED BANK AND TRUST
FIRST UNITED BANK U ONLINE
DEMO ACCOUNT
PO BOX 1234
SHERMAN TX 75091-1234



CHECKING ACCOUNTS

United Commercial Account

Account Number	XXXXXX2297	Number of Enclosures	0
Previous Balance	\$0.87	Statement Dates	1/01/21 thru 1/31/21
11 Deposits/Credits	\$0.25	Days in Statement Period	31
8 Checks/Debits	\$0.40	Average Ledger	\$0.67
Service Charge	\$0.00	Average Collected	\$0.67
Interest Paid	\$0.00		
Current Balance	\$0.72		

Credit Transactions

Date	Description	Amount
1/06	Transfer from 6126 to 2297 Fun ds Transfer via Online Conf #:	\$0.02
1/07	Transfer from 6126 to 2297 Fun ds Transfer via Online Conf #:	\$0.01
1/13	Transfer from 6126 to 2297 Fun ds Transfer via Online Conf #:	\$0.02
1/14	Transfer from 6126 to 2297 Fun ds Transfer via Online Conf #:	\$0.01
1/20	ABC Inc PPD 4.4.5 NU Collect 2 Delta Dent	\$0.11
1/20	Transfer from 6126 to 2297 Fun ds Transfer via Online Conf #:	\$0.02
1/21	Transfer from 6126 to 2297 Fun ds Transfer via Online Conf #:	\$0.01
1/27	Transfer from 6134 to 2297 Co nf #:3365182	\$0.01
1/27	Transfer from 6134 to 2297 Co nf #:3365183	\$0.01
1/27	Transfer from 6126 to 2297 Fun ds Transfer via Online Conf #:	\$0.02
1/28	Transfer from 6126 to 2297 Fun ds Transfer via Online Conf #:	\$0.01

Debit Transactions

Date	Description	Amount
1/04	Transfer from 2297 to 6126 Fun ds Transfer via Online Conf #:	\$0.01-
1/04	Transfer from 2297 to 6134 Fun ds Transfer via Online Conf #:	\$0.23-
1/08	Transfer from 2297 to 6126 Fun ds Transfer via Online Conf #:	\$0.01-

Please examine this statement and cancelled checks promptly. You have (30) days to report unauthorized or missing signatures or alterations on the items contained with your statement; if you fail to notify us we will not be responsible for items paid in good faith. If no errors or discrepancies concerning Electronic Funds Transactions are reported within sixty (60) days, all such transactions will be considered correct. All other errors or discrepancies concerning your account must be reported within thirty (30) days or the statement will be considered correct.

MONTH _____ YR _____

CHECKS OUTSTANDING			
CHECK NO.	PAYEE	AMOUNT	
		\$	
TOTAL		\$	

BANK BALANCE THIS STATEMENT \$ _____

ADD DEPOSITS NOT CREDITED \$ _____

SUB-TOTAL \$ _____

LESS CHECKS OUTSTANDING \$ _____

BALANCE \$ _____

THIS BALANCE SHOULD AGREE WITH YOUR CHECK BOOK BALANCE AFTER DEDUCTING THE SERVICE CHARGES (IF ANY) SHOWN ON THIS STATEMENT. IF AN ERROR IS FOUND IN YOUR STATEMENT IT SHOULD BE REPORTED TO US WITHIN 10 DAYS.

TERMS GOVERNING CHECKING ACCOUNTS

Deposit in or presentment to the Bank of any item for a customer's account shall constitute the customer's consent to the terms hereof with respect to the Checking Account and all items deposited herein or presented to the Bank for payment.

All deposits and collections shall be governed by the pertinent provisions of the Uniform Commercial Code – Bank Deposits & Collection, as from time to time amended, or as varied by agreements permitted by the statute, including those hereinafter set out.

Receipt from others of items for credit to a customer's account shall render the customer liable to the Bank to the same extent as though they had been endorsed by and received directly from the customer. No money or item shall be deemed to have been received by the Bank unless and until it shall have issued a receipt therefore. The account shall at all times be subject to Checking and Maintenance Charges according to the practice of the Bank prevailing at the time.

When the Bank deems such action proper, the Bank may require that the account be closed.

The provisions hereof shall control, in event of conflict with any deposit slip or passbook.

The Bank reserves the right to change the provisions hereof by printing on its statement Terms Governing Checking Accounts, incorporating the Change.

The new Terms Governing Checking Accounts will be effective, prospectively, when the statement containing the change is made available to the customer, by mailing or otherwise.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In Case of Errors or Questions About Your Electronic Transfers, telephone us or write us at the address below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number.

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Debit Transactions

Date	Description	Amount
1/14	Transfer from 2297 to 6134 Fun ds Transfer via Online Conf #:	\$0.01-
1/15	ABC Inc PPD 4.4.5 NU Collect 2 ACH S Rec	\$0.11-
1/15	Transfer from 2297 to 6126 Fun ds Transfer via Online Conf #:	\$0.01-
1/22	Transfer from 2297 to 6126 Fun ds Transfer via Online Conf #:	\$0.01-
1/29	Transfer from 2297 to 6126 Fun ds Transfer via Online Conf #:	\$0.01-

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
1/01	\$0.87	1/13	\$0.67	1/22	\$0.68
1/04	\$0.63	1/14	\$0.67	1/27	\$0.72
1/06	\$0.65	1/15	\$0.55	1/28	\$0.73
1/07	\$0.66	1/20	\$0.68	1/29	\$0.72
1/08	\$0.65	1/21	\$0.69		

0007288

6302FUBT

4087B00X.001

26FDP



Customer Name: City of Garden Ridge
Charge Account:

Account Numbers in Group:

Bank Proposal

Description	Estimated Volume	Price	Pricing	Cost for Service	Estimated Balance Req'd
General Account Services					
Monthly Account Maintenance	1	10.00		10.00	13,082.44
Regulatory Assessment (Price changes quarterly)	250,000	0.000125		2.65	3,472.22
Depository Services					
Credits Posted	63	0.25		15.75	20,604.84
ACH Credits	46	0.15		6.90	9,026.88
ACH Debits	24	0.15		3.60	4,709.68
Deposited Items - On Us	17	0.08		1.36	1,779.21
Deposited Items - Not On Us	63	0.10		6.30	8,241.94
Checks Paid	79	0.15		11.85	15,502.69
Returned Deposit Item Fee	0	8.00		0.00	0.00
Re-Clearing Returned Deposit Item	0	8.00		0.00	0.00
NSF Charge (Per Item) ¹	0	30.00		0.00	0.00
Stop Payment Charge (Per Item)	0	30.00		0.00	0.00
Currency Deposited at Teller (Per strap)	0	0.25		0.00	0.00
Currency Purchased at Teller (Per strap)	0	0.25		0.00	0.00
Coin Deposited at Teller (Per roll)	0	0.10		0.00	0.00
Coin Purchased at Teller (Per roll)	0	0.10		0.00	0.00
Collection Item/Draft	0	15.00		0.00	0.00
Overdraft Item Charge (Per Item) ²	0	30.00		0.00	0.00
Sweep Arrangement Services					
Repo Sweep Account Monthly Maint.	0	75.00		0.00	0.00
ZBA Sweep Arrangement - Parent account	0	15.00		0.00	0.00
ZBA Sweep Arrangement - per Child account	0	10.00		0.00	0.00
Auto Draw Down Sweep Monthly Base Fee	0	100.00		0.00	0.00
Auto Draw Down Additional Sweeps Monthly Base Fee	0	50.00		0.00	0.00
Target Balance Sweep Monthly Base Fee	0	50.00		0.00	0.00
ACH Origination					
ACH Monthly Base Fee - OLB	1	25.00		25.00	32,706.09
ACH Batch Origination - OLB	2	5.00		10.00	13,082.44
ACH Origination Per Item Fee - OLB	2	0.05		0.10	130.82
Same Day ACH Item Fee	0	0.50		0.00	0.00
Same Day ACH Batch Fee	0	10.00		0.00	0.00
ACH Return Per Item Fee	0	4.50		0.00	0.00
Unauthorized ACH Return Item Fee	0	4.50		0.00	0.00
ACH File Reversal Fee	0	10.00		0.00	0.00
ACH Monthly Base Fee - SFTP	0	50.00		0.00	0.00
ACH Batch Origination via SFTP	0	7.50		0.00	0.00
ACH Origination Per Item Fee - SFTP	0	0.08		0.00	0.00
Online Banking Services					
Commercial First Monthly Base Fee	1	25.00		25.00	32,706.09
Corporate First Monthly Base Fee	0	75.00		0.00	0.00
Stop Payment - Online	0	30.00		0.00	0.00
Information Reporting Services					
BAI2 File Download via SFTP Monthly Base Fee (Per Account)	0	35.00		0.00	0.00
ACH Reporting Module Monthly Base Fee (Per Account)	0	35.00		0.00	0.00
EDI Addenda Reporting (Per Account)	0	35.00		0.00	0.00

Remote Deposit Capture Services					
RDC Monthly Maint (Complete)	1	50.00	50.00	65,412.19	
RDC - Additional Scanner	0	15.00	0.00	0.00	
RDC Credits Posted	0	0.25	0.00	0.00	
RDC Multi-Feed Scanner Lease	0	30.00	0.00	0.00	
Funds Transfer					
Wire Transfer - Incoming	0	10.00	0.00	0.00	
Wire Transfer - Outgoing	0	18.00	0.00	0.00	
Online Wire Transfer-Outgoing	0	10.00	0.00	0.00	
International Wire Transfer - Incoming	0	15.00	0.00	0.00	
International Wire Transfer - Outgoing	0	42.00	0.00	0.00	
Online International Wire Transfer - Outgoing	0	36.00	0.00	0.00	
Reverse Wire (Drawdown)	0	10.00	0.00	0.00	
Fraud Protection Services					
ACH Block Monthly Base Fee per account	0	25.00	0.00	0.00	
ACH Positive Pay Monthly Base Fee per account	0	25.00	0.00	0.00	
Check Positive Pay-Monthly Maint (1st Acct)	1	50.00	50.00	65,412.19	
Check Positive Pay-Monthly Maint (Add'l Accts)	0	15.00	0.00	0.00	
Check Positive Pay Per Item with Payee Name Validation	0	0.07	0.00	0.00	
Check Positive Pay Per Item without Payee Name Validation	87	0.05	4.35	5,690.86	
Check Positive Pay-Paid No Issue Exception Per Item	7	0.50	3.50	4,578.85	
Positive Pay via SFTP Monthly Base Fee per account	0	25.00	0.00	0.00	
Payroll Card					
A schedule of cardholder charges available upon request					
Lockbox (Third Party Vendor)					
Wholesale/Retail Lockbox - Schedule of services/fees available				0.00	0.00
Healthcare Lockbox - Schedule of services/fees available				0.00	0.00
One Time Setup Charges					
ACH Setup via OLB ³	0	50.00	0.00		
ACH Setup via SFTP ⁴	0	100.00	0.00		
ACH Block Setup	0	25.00	0.00		
ACH Reporting Setup	0	25.00	0.00		
ACH Positive Pay Setup	0	25.00	0.00		
Check Positive Pay Setup	0	25.00	0.00		
Remote Deposit Capture Setup	0	100.00	0.00		
BAI Setup via SFTP	0	100.00	0.00		
Positive Pay Setup via SFTP	0	100.00	0.00		
Payroll Card Employer Setup Fee	0	100.00	0.00		
Card Packets (Per card packet)	0	1.75	0.00		
Multi-Feed Scanner Purchase Price	0	715.00	0.00		
Set-up Fee - Wholesale (per box)	0	230.00	0.00		
Set-up Fee - Retail (per box)	0	4,600.00	0.00		
Set-up Fee - E-Lockbox (per box)	0	1,725.00	0.00		
Set-up Fee - Electronic Payment Consolidation (per box)	0	290.00	0.00		
Online Image Archive (per box)	0	235.00	0.00		
Client decision module (per box)	0	860.00	0.00		
Total One Time Setup Charges and Scanner Purchases			\$0.00		
Estimated Monthly Cost for Service (Setup Charges and Scanner Purchases excluded)			\$226.36	\$296,139.43	

Balance Summary

Avg Ledger Balance	332,225
Less Avg Float	0.00
Avg Positive Collected Balance	332,225.00
Less Reserve Requirement (10%)	33,222.50
Available Bal For Earnings Credit	299,002.50
Available Balance Required	296,139.43
Net Available Balance	2,863.07

Earnings Credit Summary

Avail Bal For Earnings Credit	299,002.50
Earnings On Avail Bal	253.95
Less: Amount for Service	226.36
Earnings Excess/(Deficit)	27.58

Analysis Service Charge	\$0.00
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Earnings Credit Rate For This Period:	1.000%	Number of Days in Period:	31
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Notes:

1. NSF Fee (per item): Hard charged directly to commercial accounts and are not eligible for account analysis compensating balances.
2. Overdraft Fee (per item): Applies to commercial accounts with pre-established overdraft protection. Includes an 18% APR of the overdrawn balances which
3. OLB: Acronym for Online Banking.
4. SFTP: Acronym for Secure File Transfer Protocol
5. Negative Balance Charge: 5.75% rate on average monthly negative balances. Charged only if balances are negative that the statement cutoff.

Confidentiality Notice

This proposal is intended to inform of estimated costs for banking services. Additional bank services not listed are available upon request. This information is intended to be confidential and proprietary to First United Bank.

Earning Credit Rate (ECR) Disclaimer

First United Bank reserves the right to change the ECR to reflect the current market conditions.

Additional Services



FirstUnitedBank.com

Member FDIC.  Equal Housing Lender. NMLS# 400025.

A PARTNERSHIP THAT DELIVERS BENEFITS, CONVENIENCE, AND SOUND FINANCIAL GUIDANCE

The First United Preferred Partner Program offers employers like you a one-stop financial solution.

It provides your staff with diverse benefits and streamlines payroll by increasing direct deposit.

Our ultimate goal is to guide your employees through an approach to life that encompasses financial well-being and personal development.

Our First United Preferred Partner team will sit down and talk with your employees right at your place of business, listening and learning about their needs in person.

By sharing information that educates, empowers and inspires, we can help each individual find his or her path to success.

We'll help your employees open accounts and set up direct deposit, and provide information on loans, investments, insurance, and other services of interest. And we'll work with you to determine a time that's best for you and your employees.

BENEFITS INCLUDE



Increase employee participation in your company's payroll direct deposit program



Improve benefits for employees



Save your company and your employees time and money (reduced payroll administration costs)



Reduced paper check writing and processing



No administrative cost to you



On-site sign-up sessions



Custom promotional materials



On-site financial education programs



Convenient financial services including banking, insurance, mortgage, investments

GETTING HELPFUL FINANCIAL
GUIDANCE HAS NEVER BEEN
SO CONVENIENT!



A few of the ways **WE'LL SERVE YOUR EMPLOYEES**



No monthly
service charge¹



No minimum
balance



Instant-issue
debit card²



Free
checks³



Free
eStatements



Online &
mobile banking



Notary
service



Safe-deposit
boxes



24-hour
Phone Banking

MORTGAGE

- \$100 discount off closing costs with a First United checking account⁴
- Quick approval
- First-time homebuyer loans
- Construction to permanent financing
- FHA, VA, and USDA
- Jumbo loans



PERSONAL LOANS

- Preferred rates on personal loans (with approved credit and auto debit from a First United checking account) .25% off current rate



INSURANCE⁵

- Free quote with no obligation to buy
- Discount for combining Home and Auto Insurance
- Switching insurance is much easier than you think – we'll switch it for you!



PROTECTING MORE THAN MONEY

One in eight people have had their identity compromised without knowing it. First United's Secure Checking* offers total identity coverage for your employees and their families**, plus all the features of a full-service checking account.

- Daily Credit Monitoring
- Fraud Alerts
- Peace of Mind

SECURE
CHECKING

*\$6.95 monthly service charge for Secure Checking benefits. Some features require activation. **Family Members include your spouse, dependents, parent, and/or children under the age of 25 who permanently live in your residence at the time of the Stolen Identity Event.

INVESTING FOR TOMORROW

We can help your employees manage and monitor their investments, creating a strategy that aligns their retirement savings with overall goals.

- Investment Management
- Retirement Planning
- Estate Planning
- Trust Services

> Are you ready to start helping your employees spend life wisely?

To learn more or get started with your First United Preferred Partner Program, please contact your local First United Bank representative today.

800-924-4427 • FirstUnitedBank.com

BANKING

MORTGAGE

INSURANCE

INVESTMENTS

PAYROLL CARDS

The simple solution that pays off for you and your employees.

The First United VISA® Payroll Card lets you pay employees who don't have checking accounts.



RELOADABLE CARD

allows you to access your payroll



COST-EFFICIENT PAYROLL PROCESSING FOR YOU

via ACH, helping streamline your payroll



CONVENIENCE FOR YOUR EMPLOYEES

- Easy access to payroll funds via any VISA®-participating Financial Institution and ATM networks
- Online account and mobile app access to view account information

TREASURY MANAGEMENT SERVICES



Your First United Treasury Management team is dedicated to understanding your business and fostering growth. We offer the products, services and professional expertise to help you efficiently manage everyday cash flow and cash reserves while reducing your costs.

➤ Ready to get started? Contact our Treasury Management team today.

Brittany Burton
Treasury Management Officer
405-515-7865
firstunitedbank.com



MERCHANT CARD SERVICES

Improving your company's cash flow one transaction at a time.



IN-STORE AND ONLINE TRANSACTIONS
for credit and debit cards



MOBILE PAYMENT SOLUTIONS
that enable on-the-go transactions



POS SOLUTIONS
for quicker checkouts and the ability to text or email receipts



GIFT CARD OFFERINGS
to help boost sales and engage customers



CHECK SOLUTIONS
to avoid bad checks and have less financial liability

TREASURY MANAGEMENT SERVICES



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[➤ Ready to get started? Contact our Treasury Management team today.](#)

Brittany Burton
Treasury Management Officer
405-515-7865
firstunitedbank.com





LOCKBOX SERVICES

Centralize your payment processing and streamline your cash flow.

With our Lockbox Services, your customer payments are redirected to a secure post office box that we access frequently, expediting processing of mailed check and credit card payments without disrupting your accounting system.

- Saves you time and money
- Significantly reduces the in-house resources required to manage accounts receivable
- Gives you immediate deposit and access to funds



WHOLESALE/RETAIL LOCKBOX

speeds up the collection of accounts receivables and maximizes available cash



MEDICAL LOCKBOX

provides total automation of processing ERAs, paper EOBs, ACH, checks, credit card payments and associated correspondence

TREASURY MANAGEMENT SERVICES



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CORPORATE CREDIT CARDS

Purchasing power and financial control in one card.



CHOOSE FROM MASTERCARD® OR VISA®
business cards



ENJOY 24/7 ONLINE ACCESS
to your account information



SEPARATE BUSINESS & PERSONAL EXPENSES
easily and efficiently



TRACK ALL BUSINESS-RELATED SPENDING
to better manage your cash flow



USE REVOLVING CREDIT
to pay off expenses over time

TREASURY MANAGEMENT SERVICES



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Brittany Burton
Treasury Management Officer
405-515-7865
firstunitedbank.com

With approved credit.



Agreements



FirstUnitedBank.com

Member FDIC.  Equal Housing Lender. NMLS# 400025.



For Bank Use Only
Doc # 2571
CIF: CAC7279

TREASURY MANAGEMENT SERVICES ENROLLMENT FORM

☐ New ☒ Update	Business Tax ID Number 74-2382987	CIF Number (Bank Use Only) CAC7279	
Company Name CITY OF GARDEN RIDGE	Company DBA Name		Fax Number
Primary Contact Name MARISA R SPENCER	Email Address citysecretary@ci.garden-ridge.tx.us		Phone Number 210-651-6632
Street Address 9400 MUNICIPAL PKWY	City GARDEN RIDGE	State TX	Zip Code 78266-2366
Mailing Address (If different than Street Address)	City	State	Zip Code

Type of Organization

- ☐ Corporation
☐ Partnership
☐ Limited Liability Company
☐ Sole Proprietorship
☐ Unincorporated Religious Society
☐ Unincorporated Association
☒ Other: **Public Funds**

Governing Body

- ☒ Board of Directors
☐ Partners
☐ Members and/or Managers
☐ Owner
☐ Board of Trustees, Deacons or Elders
☐ Board of Directors or _____
☐ _____

Charge Account (If combined account analysis list group)	Account for applicable setup fees (If different from charge account)

I. TREASURY MANAGEMENT – LIST OF SERVICES

- | | | | |
|---|---|--|--|
| ☒ Business Online Banking | ☐ ACH Reporting Module | ☒ Check Positive Pay | ☐ Online Wire Transfers |
| ☐ ACH Block | ☐ Auto Drawdown Sweep | ☐ EDI Addenda Reporting | ☒ Remote Deposit Capture |
| ☒ ACH Origination | ☐ BAI Electronic Reporting | ☐ Lockbox Processing | ☐ Repo Sweep Account |
| ☐ ACH Positive Pay | ☐ Business Bill Pay | ☐ Mobile Remote Deposit Capture | ☐ ZBA Sweep |

II. BUSINESS ONLINE BANKING

☐ New ☐ Update ☒ Existing

Online Banking Profile Name: City of Garden Ridge

Q2 Customer ID 279702

Check one if applicable: ☐ Maintenance of TM OLB ☐ Convert Retail OLB and/or Bill Pay (Only if current user is Admin)

Administrator's First & Last Name
Nancy Cain

Email Address
administrator@ci.garden-ridge-
tx.us

Work Phone Number
210-651-6632

Cell Phone or Direct Number
☐ SMS

Online Service Type Requested:

☐ Business First

☒ Commercial First

☐ Corporate First

When adding or removing accounts to online banking please refer to Addendum 1 "Account Listing for Business Online Banking".

III. BUSINESS BILL PAY

☐ New ☐ Update ☐ Existing

☐ Standard Bill Pay limits

Total Daily Limit:
\$ 10,000

Total Monthly Limit:
\$ 50,000

☐ Requested Bill Pay limits

\$

\$

IV. MOBILE REMOTE DEPOSIT CAPTURE				☐ New	☐ Update	☐ Existing
☐ Standard MRDC limits	Daily Deposit Limit: \$5,000	Monthly Deposit Limit: \$15,000	Daily Item Count: 10	Monthly Item Count: 20		
☐ Requested MRDC limits	\$	\$				

Treasury Management Officer: Marci Payne / br	TM Account Structure ☐	TM Proposal ☒
Banking Officer: Daniel Ortiz	Email: daniel.ortiz@firstunitedbank.com	Phone: 210-619-2672

COMPANY AUTHORIZATION

By signing below, Company (i) hereby requests First United Bank ("Bank") to provide to Company the products and services selected in this Enrollment Form (the "Services"), (ii) acknowledges receipt of, accepts and agrees to be bound by, the terms and provisions of, Bank's Treasury Management Service Terms and Conditions Booklet, as amended from time to time ("Booklet or Agreement"), (iii) acknowledges receipt of Bank's fee schedule(s) for the Services, (iv) authorizes Bank to obtain such information as may be required for the approval of selected Services including credit report(s), which shall at all times remain the property of Bank, and financial statements of Company if requested by Bank, (v) agrees to timely notify Bank and request completion and execution of a revised Enrollment Form in the event any information set forth therein shall become inaccurate, incomplete, or incorrect in any material respect, (vi) authorize account(s) type to be converted to United Commercial, and (vii) represents and warrants that the person completing and/or executing this Enrollment Form has been duly authorized by Company listed on the Resolution for Treasury Management Services to fully and legally bind Company to the terms, conditions, and provisions of this Enrollment Form and the Booklet by and through the execution hereof, and that its performance of its obligations under the Booklet will not violate any provisions of Company's charter, bylaws, or similar documents or any applicable laws or any existing resolution, declaration or agreement with Bank or otherwise.

Date: 9/21/20
 By: Nancy Cain
 Authorized Signer (Signature)

CITY ADMINISTRATOR NANCY CAIN
 Title Name (Please print)

FOR INTERNAL USE ONLY
Special Instructions for Treasury Management Services Enrollment Form submission: update docs, ADD RDC. Waive scanner cost and setup fee.

Attachment "B"

-CERTIFICATION-

I hereby certify that I have personally read the investment policies and objectives of the City of Garden Ridge and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and Garden Ridge. All sales personnel will be routinely informed of your investment objectives, horizon, outlook, strategies, and risk constraints whenever we are so advised. We will notify you immediately by telephone and in writing in the event of a material adverse change in our financial condition. We pledge to exercise due diligence in informing you of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

Signed:  Date: 1-27-2023
Title: Senior Vice-President

(Countersigned by company president or person in charge of government securities operations.)

Signed: _____ Date: _____
Title: _____

Attachment "C"

**CITY OF GARDEN RIDGE
INVESTMENT POLICY AFFIDAVIT**

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

I hereby certify that I am the qualified representative as defined in Section 2256.002(10) of the Act of the above-named business organization seeking to sell an authorized investment to the City of Garden Ridge, Texas.

I have received and have thoroughly reviewed the City of Garden Ridge Investment Policy.

I acknowledge that the above named business organization of which I am a qualified representative has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City of Garden Ridge and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards..

I acknowledge that this instrument is transacted to comply with Chapter 2256, Government Code.

Name: John D. Turner, SVP

Date: 1-27-2023

Title: Senior Vice President



Proposal for the City of Garden Ridge

FirstUnitedBank.com

Member FDIC.  Equal Housing Lender. NMLS# 400025.

ORDINANCE NO. 237-032023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 6, 2023, GENERAL ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the General City Election was called on February 8, 2023, by Ordinance No. 235-022023, for the purpose of electing members to the City Council; and

WHEREAS, the City Secretary has certified on the attached “Certification of Unopposed Candidates” that each candidate on the ballot is unopposed for election to office; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy have passed; and

WHEREAS, under these circumstances, Texas Election Code authorizes the City Council to declare the unopposed candidates elected to office and cancel the election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, THAT:

SECTION 1. UNOPPOSED CANDIDATES ELECTED TO OFFICE.

The following candidates are declared elected to office and shall be issued a certificate of election following the time the election would have been canvassed:

Mayor	Robb Erickson
City Council, Place 2	Lisa Swint
City Council, Place 3	Jesús “Jesse” Valdez

SECTION 2. ELECTION CANCELED.

The general election scheduled to be held on May 6, 2023, is hereby canceled in accordance with Section 2.053(a) of the Texas Election Code. A copy of this Ordinance will be posted on Election Day at each polling place that would have been used in the election.

SECTION 3. SEVERABILITY.

If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption.

PASSED AND APPROVED ON this 1st day of March, 2023.

ATTEST:

Robb Erickson
Mayor

Marisa Spencer
City Secretary

ORDENANZA NO. 237-032023

UNA ORDENANZA DEL AYUNTAMIENTO DE LA CIUDAD DE GARDEN RIDGE, TEXAS, DECLARANDO CANDIDATOS NO OPUESTOS EN LA ELECCIÓN GENERAL DEL 06 DE MAYO DE 2023, ELEGIDA A LA OFICINA; CANCELAR LA ELECCIÓN; PROPORCIONANDO SEPARABILIDAD; Y DECLARANDO UNA FECHA EFECTIVA.

POR CUANTO, la Elección General de la Ciudad fue convocada el 08 de febrero de 2023, por Ordenanza No. 235-022023, con el propósito de elegir miembros para el Ayuntamiento; y

POR CUANTO, el Secretario de la Ciudad ha certificado en la "certificación de candidatos sin oposición" adjunta que cada candidato en la boleta electoral no tiene oposición para ser elegido para el cargo; y

POR CUANTO, los plazos de presentación para la colocación en la boleta y la declaración de candidature por escrito han pasado; y

POR CUANTO, bajo estas circunstancias, el Código Electoral de Texas autoriza al Concejo Municipal a declarar a los candidatos sin oposición elegidos para el cargo y cancelar la elección.

AHORA, POR LO TANTO, SEA ORDENADO POR EL AYUNTAMIENTO DE LA CIUDAD DE GARDEN RIDGE, TEXAS, QUE:

SECCIÓN 1. CANDIDATOS SIN OPOSICIÓN ELEGIDOS A LA OFICINA.

Los siguientes candidatos se declaran elegidos para el cargo y se les expedirá un certificado de elección una vez que se haya realizado la elección:

Alcalde	Robb Erickson
Ayuntamiento, Lugar 2	Lisa Swint
Ayuntamiento, Lugar 3	Jesús "Jesse" Valdez

SECCIÓN 2. ELECCIÓN CANCELADA.

La elección que, de lo contrario, se hubiera celebrado el 06 de mayo de 2023 por la presente cancela de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

SECTION 3. SEVERABILITY.

Si cualquier parte de esta Ordenanza se considera inválida por un tribunal de jurisdicción competente, las disposiciones restantes de esta Ordenanza permanecerán en pleno vigor y efecto.

SECTION 4. EFFECTIVE DATE.

Esta Ordenanza entrará en vigor inmediatamente después de la adopción.

PASADO Y APROBADO el día 01 de marzo de 2023.

ATESTIGUAR:

Robb Erickson
Alcalde

Marisa Spencer
Secretario de la Ciudad



City of Garden Ridge

"A way of life, not just a place to live"

CERTIFICATION OF UNOPPOSED CANDIDATES CERTIFICACIÓN DE CANDIDATOS ÚNICOS

To: Presiding Officer of Governing Body

Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 06 de mayo de 2023.

List offices and names of candidates:

Lista de cargos y nombres de los candidatos:

Mayor
Alcalde

Robb Erickson

City Council, Place Two
Ayuntamiento, lugar dos

Lisa Swint

City Council, Place Three
Ayuntamiento, lugar tres

Jesús "Jesse" Valdez



Marisa Spence
Signature *Firma*

Marisa Spencer
Printed Name *Nombre en letra de molde*

City Secretary
Title *Puesto*

February 24, 2023
Date of Signing *Fecha de firma*

Future Agenda Items

City Council

April 5, 2023, Regular Meeting

14 days before Meeting	(03/22/2023)	City Council and Staff items are due.
7 days before Meeting	(03/29/2023)	City Administrator and Mayor review agenda. City Attorney is sent agenda.
6 days before Meeting	(03/30/2023)	Post agenda on bulletin board. Post agenda packet to City Website.
Meeting Day	(04/05/2023)	Meeting at 6pm.

City Council = Red
 Planning & Zoning = Green
 Water Commission = Blue
 Municipal Court = Gray
 Events = Yellow (First Friday)
 City Holiday = Orange
 Early Voting = Purple

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 3, 2023, Regular Meeting

14 days before Meeting	(04/19/2023)	City Council and Staff items are due.
7 days before Meeting	(04/26/2023)	City Administrator and Mayor review agenda. City Attorney is sent agenda.
6 days before Meeting	(04/27/2023)	Post agenda on bulletin board. Post agenda packet to City Website.
Meeting Day	(05/03/2023)	Meeting at 6pm.

City Council = Red
 Planning & Zoning = Green
 Water Commission = Blue
 Municipal Court = Gray
 Events = Yellow (First Friday)
 City Holiday = Orange
 Early Voting/Election Day = Purple

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

PENDING FUTURE AGENDA ITEMS

1. Monitoring Wells in the City of Garden Ridge... *Arvidson*
2. Update on City-funded monument for Paul Davis Park... *Bower*