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COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, September 25, 2018
6:00 PM

Call to Order
Pledge of Allegiance
Moment of Silence
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
   a. **Proclamation - White Cane Awareness Day**
   b. **Terri Finnerty - Amendment 1**

2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

4. **Consent**
   a. **Approval of City Commission minutes from the following meetings: August 28, 2018 regular and September 4, 2018 budget hearing.**
   b. **Authorization to approve special event application and street closure for the 10th Annual VW Beach Bash scheduled for Saturday, October 20, 2018.**

c. **Request approval of street closures for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2017 events:**
   Corey Art & Craft Show January 12-13 , 2019
   Corey Art & Craft Show March 23-24, 2019
   Corey Art & Craft Show June 1-2, 2019
   Corey Art & Craft Show December 7-8, 2019
d. **Request approval for street closures, wet zone and special event application for The St Pete Beach Octoberfest by the Corey Area Business Association for October 20 & 21, 2018.**

5. Action Items

a. **Request approval to enter into an agreement with TD Bank for banking services.**
b. **Request approval of the Public Risk Management of Florida renewal proposal for City insurance policies, effective October 1, 2018 through September 30, 2019, in the amount of $615,569**
c. **Request approval of the Task Order 2018-09 under the Continuing Engineering Services Contract with GGI LLC, in the amount of $26,650.00 for the design and contract documents of Stormwater Improvements at S DeBazan Ave and Don Jose St.**
d. **Request approval of the quote from Interface Americas, Inc. in the amount of $75,169.40 for City Hall Carpet replacement.**

6. Ordinances

a. **Ordinance 2018-10, Second and Final Reading and Public Hearing. An ordinance of the City of St Pete Beach, Florida providing for addition to Appendix A (Fee Schedule) Code of Ordinances.**

7. Resolutions – No items submitted at this time.

8. Items for Discussion

a. **Invocation Discussion**

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Clerk, City Manager, City Attorney and City Commission Reports

11. Adjournment

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.

St. Pete Beach
The Sunset Capital of Florida

PROCLAMATION

WHEREAS, the white cane, which every blind citizen of our state/city has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

WHEREAS, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society and to live the lives they want; and

WHEREAS, every citizen should be aware that the law requires that motorists and cyclists exercise appropriate caution when approaching a blind person carrying a white cane; and

WHEREAS, Florida law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities; and

WHEREAS, the State of Florida, through its public agencies, can and should facilitate the expansion of employment opportunities for and greater acceptance of blind persons in the competitive labor market:

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the City Commission proclaim October 15, 2018, as

NOW, THEREFORE, I, Lawrence Lunn, Mayor of the City of Treasure Island, on behalf of the City Commission proclaim October 15, 2018, as

WHITE CANE AWARENESS DAY

in Florida and do call upon our schools, colleges, and universities to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as a tool of independence for blind pedestrians on our streets and highways.

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, County of Pinellas County, State of Florida, to be affixed this day of , 2018.

____

Alan Johnson, Mayor

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Treasure Island, County of Pinellas County, State of Florida, to be affixed this day of , 2018.

____

Lawrence Lunn, Mayor

CITY COMMISSION MEETING

MINUTES

AUGUST 28, 2018

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

PRESENT:

Al Johnson, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Ward Friszolowski, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Mike Clarke, Public Works Director
Vince Tenaglia, Administrative Services Director
Jennifer McMahon, Recreation Director
Wesley Wright, Community Development Director

1. <u>Presentations</u>

a. Florida League of Cities

Commissioner Finnerty presented information in regard to Senate Bills and House Bills currently under consideration and/or recently defeated that were a topic of discussion during a conference she attended through the Florida League of Cities.

b. Customary Use/Beaches

Andrew Dickman, City Attorney, presented information in regard to the Florida Coastal Construction Control Line (FCCCL), the Erosion Control Line (ECL), exemptions to the sign ordinance and customary use parameters.

2. Changes to the Agenda

Mayor Johnson requested to move Item 5(d) to the beginning of Action Items.

3. Audience Comments

There were no audience comments.

4. Consent

a. Approval of minutes for the following meetings: July 19, 2018 Budget Workshop; July 24, 2018 regular meeting.

b. Request approval of a Utility Easement dedicated to Duke Energy Florida, LLC for a switchgear utility box, capacitor bank, and associated conduit at 1500 Pass-a-Grille Way.

c. Request approval of Change Order No. 1 to the agreement with Four Seasons Mowing and More, Inc., in the amount of $12,498.20 for District 3 Landscape Maintenance.

d. Request approval of the purchase of a John Deere Skid Steer from John Deere Construction Retail Sales in the amount of $22,108.40.

e. Request approval of the task order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of $22,400.00, for FDOT Inflow and Infiltration point repair permit drawings.

f. Request approval of the task order under the Continuing Engineering Services Contract with Cribb Philbeck Weaver Group, in an amount not to exceed $20,000.00, for City-wide restroom renovations.

g. Request approval of the Professional Services Agreement with M.T. Causley, LLC a Safe-Built Company, for Building Department services.

h. Request approval to enter into an Interlocal Agreement for planning, mapping and special project services approved by the Forward Pinellas Board.

i. Authorization to execute Grant Agreement No. LP52030 with the Florida Department of Environmental Protection for sanitary sewer improvements.

Commissioner Friszolowski moved to approve Consent Items 4(a), (b), (c), (d), (e), (f), (g), (h), and (i) as presented. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

5. **Action Items**

d. Request Appointment to the General Employees' Pension Board of Trustees.

Mr. Tim McLean noted that he appreciated the Commission's support and looked forward to serving as a member of the pension board.

Commissioner Friszolowski moved to approve Item 5(d), to appoint Mr. Tim McLean to the General Employees' Pension Board of Trustees for a term of two years, beginning October 18, 2018. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

a. Lease agreement with Starson LLC, for the Beach Concession Operations at Upham Beach and Pass-a-Grille Beach.

City Manager Wayne Saunders reported that Mr. Janecek agreed to all the requirements of the agreement and has committed to using biodegradable serving products.

In response to a question posed by Commissioner Friszolowski, Mr. Saunders noted that included in the agreement was a clause that the leasee can make capital improvements approved by the City.

Vice Mayor Pletcher moved to approve Item 5(a), to approve the lease agreement with Starson LLC, for the Beach Concession Operations at Upham Beach and Pass-a-Grille Beach. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

b. Request authorization for the City Manager to enter into an agreement for the purchase of BLK 54, lots 11, 14 and SW'SY ½ of lots 15 and 16 with a purchase price of $600,000 with the City agreeing to pay closing costs.

Mr. Saunders reported that the owner of the property currently leased by the City for library parking has offered it for sale to the City at the appraised value of $600,000 with the City paying closing costs. The City will do due diligence and conduct an environmental assessment prior to the close of sale.

City Attorney Dickman requested latitude in finalizing the purchase agreement that has been presented to the seller.

Commissioner Finnerty moved to approve Item 5(b), to authorize the City Manager to enter into the purchase agreement, including minor amendments, if any, with Corey Properties II, LLC to purchase real property with a purchase price of $600,000 with the City agreeing to pay closing costs. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

c. Request approval of Amendment No. 2 to Task Order No. 1 under the Continuing Engineering Services Contract with Cardno, Inc., in the amount of $33,765.00 for design and construction documents for library improvements.

Mike Clarke, Public Works Director, reported that Amendment No. 2 includes services associated with the replacement of the roof deck and strip windows and updates to the electrical and telephone services.

Commissioner Finnerty moved to approve Item 5(c), to approve Amendment No. 2 to Task Order No. 1 under the continuing engineering services contract with Cardno in the amount of $33,765.00 for design and construction documents for library improvements. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

e. Request approval of the proposal for City-wide holiday decorations in the amount of $41,307.50 from Clark Sales Display, Inc.

Mr. Clarke noted the proposal will piggy-back on a similar contract with the City of Treasure Island for a tree, decorations in Horan Park, tree wraps on Gulf Boulevard and decorative pole mounts, and lamp post wraps throughout the City.

Vice Mayor Pletcher moved to approve Item 5(e), to approve the proposal for City-wide holiday decorations in the amount of $41,307.50 from Clark Sales Display, Inc. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

f. Request approval of the task order under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of $115,165.00, for the Lidar survey of the Pass-a-Grille district from 12th Avenue to 7th Avenue.

Mr. Clarke explained that the Lidar survey is a combination of light and radar that will create a three dimensional model in support of a drainage assessment for the Pass-a-Grille district.

Commissioner Friszolowski moved to approve Item 5(f), to approve the task order proposal under the continuing engineering services contract with George F. Young, Inc., in the amount of $115,165.00 for the Lidar survey grant support for civil engineering of the GIS data collection of the Pass-a-Grille district from 12th Avenue to 7th Avenue. The motion was seconded by Vice Mayor Pletcher and unanimously approved by an individual roll call vote.

6. Ordinances

a. Ordinance 2018-10, First Reading and Public Hearing, an ordinance of the City of St Pete Beach, Florida providing for addition to Appendix A (Fee Schedule) Code of Ordinances.

The proposed addition to the fee schedule will establish rates for patio rentals in Pass-a-Grille as the City will assume the responsibility beginning in October.

Commissioner Friszolowski moved to approve Item 6(a), Ordinance 2018-10, upon first reading, an ordinance of the City of St. Pete Beach, Florida providing for an amendment to Appendix A (Fee Schedule) of the Code of Ordinances; providing for conflicts, severability, construction, publication, and an effective date. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

7. Resolutions

a. Resolution 2018-09, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing a conditional use for the expansion of the Private Club located at 2301 Pass-A-Grille Way; incorporating the conditions outlined herein and providing for an effective date.

Commissioner Friszolowski reported that he is a member of the St. Petersburg Yacht Club (SPYC) and will abstain from discussing and voting on Item 7(a). Form 8B is attached.

Vice Mayor Pletcher reported that her husband is a member of the St. Petersburg Yacht Club (SPYC) and she will abstain from discussing and voting on Item 7(a). Form 8B is attached.

City Attorney Dickman stated that any ex parte communication must be disclosed, speakers will be sworn in, presentations will be given by the City and the applicant, public comments will be taken and Commission the will ask questions and provide comments.

Mayor Johnson disclosed that he had no ex parte communication.

Commissioner Falkenstein disclosed that a SPYC member contacted him.

Commissioner Finnerty disclosed that a SPYC member contacted her.

City Clerk Haynes administered the oath to individuals in attendance speaking on Item 7(a).

Wesley Wright, Community Development Director, detailed the conditional use permit and three variances for the yacht club. The three variances were as follows:

1. The four-foot fence height requirement in the front yard
2. The required front landscaping area
3. The 56 required parking spaces

Mr. Wright noted that the property located at 2307 Pass-a-Grille Way is the only single family home scheduled for demolition to accommodate the proposed changes. The demolition requires approval from the Historic Preservation Board.

The seven Standards for Review from the Comprehensive Plan were provided by the Community Development Director.

Joe Klingel, 255 Corey Avenue, applicant for the SPYC, stated the club's goal is to improve the site for existing and potential members. The pool location was chosen due to the close proximity of the neighbor to the north. Mr. Klingel reviewed the CUP and the three requested variances. He commented that Duke Energy has been contacted in regard to the parking lot lighting

Bruno Falkenstein, Pass-a-Grille Way, expressed concerns in regard to stormwater runoff and parking for transient boaters.

Mr. Klingel responded in regard to the permeable and non-permeable surface, noting there will be less asphalt in the proposed project.

City Attorney Dickman confirmed that the two additional conditions are:

1. Add a buffer vine on the north end of the residential property
2. Add landscape screening around the pool

Hearing no further Commission or audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Finnerty moved to approve Item 7(a), Resolution 2018-09, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing a conditional use for the expansion of the private club located at 2301 Pass-a-Grille Way; incorporating the conditions outlined herein and providing for an effective date, including the two additional conditions plus the three variances. The motion was seconded by Commissioner

Falkenstein and approved by a 3-0 vote, with Mayor Johnson, Commissioner Finnerty and Commissioner Falkenstein voting "yes" and Vice Mayor Pletcher and Commissioner Friszolowski abstaining.

8. Items for Discussion

There were no items submitted.

9. Audience Comments 2

An unidentified speaker requested clarification in regard to stormwater assessment fees.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following items:
- City Hall offices are closed on Monday, September 3rd, in observance of Labor Day.
- Ballot language for the November 6th election has been submitted to the Pinellas County Supervisor of Elections
- Provided the updated statistics at the close of the Primary Election

City Manager Saunders reported on the following item:
- Update on Red Tide

City Attorney Dickman reported on the following item:
- Contract work with the City of Madeira Beach

Vice Mayor Pletcher reported on the following item:
- Expressed appreciation to fellow Commissioners for their concern on action taken during Item 7(a), SPYC

Commissioner Finnerty reported on the following items:
- Update on the Florida League of Cities conference where the theme was "Shine A Light on Home Rule"
- Attended the St. Petersburg Garden Club meeting where members requested a presentation by Senator Brandes and Representative Peters in regard to discussing short-term rentals
- Replacement of and flying status of flag on Corey Avenue
- Beach Theatre task force
- Status of Winn-Dixie property

Commissioner Falkenstein reported on the following items:
- Update on Library events
- General Election on November 7th in regard to Home Rule and property rights

Commissioner Friszolowski reported on the following items:

- Status of flagpole at Belle Vista Park
- Meeting dates for budget hearings and regular meetings through September
- (Happy Birthday, Amber!)

Mayor Johnson reported on the following items:

- Proposed anti-tether law
- Parking passes for disabled veterans
- Consideration of e-format agenda packets

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 9:40 p.m.

Attest:

____
Rebecca C. Haynes, City Clerk

____
Alan Johnson, Mayor

Minutes approved on: ___________

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME FRISZOLOWSKI, WARD	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Commission
MAILING ADDRESS 155 Corey Avenue	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY St. Pete Beach COUNTY Pinellas	NAME OF POLITICAL SUBDIVISION: City of St. Pete Beach
DATE ON WHICH VOTE OCCURRED August 28, 2018	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, WARD J. FRISZOLOWSKI, hereby disclose that on AUGUST 28, 20 18:

(a) A measure came or will come before my agency which (check one)

☐ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, ______;

___ inured to the special gain or loss of my relative, ______;

✓ inured to the special gain or loss of ST. PETERSBURG YACHT CLUB, by whom I am ~~retained; or~~ a member.

___ inured to the special gain or loss of ______, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am a member of the St. Petersburg Yacht Club.

The St. Petersburg Yacht Club requested a conditional use approval for the expansion of the private club and requested variances. It is agenda item #7 on our August 28, 2018 City Commission meeting.

RECEIVED
AUG 29 2018
CITY CLERK'S OFFICE

August 28, 2018
Date Filed

Ward J. Friszolowski
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME FLETCHER, MELINDA	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Commission
MAILING ADDRESS 155 Corey Avenue	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ■ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: St. Pete Beach COUNTY: Pinellas	NAME OF POLITICAL SUBDIVISION: City of St. Pete Beach
DATE ON WHICH VOTE OCCURRED August 28, 2018	MY POSITION IS: ■ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, MELINDA PLETCHER, hereby disclose that on August 28, 20 18:

(a) A measure came or will come before my agency which (check one)

N/A inured to my special private gain or loss;

N/A inured to the special gain or loss of my business associate, ______;

✓ inured to the special gain or loss of my relative, Husband is a member of Yacht Club (non equity member)

N/A inured to the special gain or loss of ______ whom I am retained; or

N/A inured to the special gain or loss of ______, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Resolution 2018-09
Conditional use for a pool at the St Pete Yacht Club

RECEIVED
AUG 29 2018
CITY CLERK'S OFFICE

8/28/18
Date Filed

Melinda Pletcher
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CITY COMMISSION SPECIAL MEETING – BUDGET HEARING

MINUTES

SEPTEMBER 4, 2018

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:15 p.m.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

PRESENT:

Al Johnson, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Ward Friszolowski, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Rebecca C. Haynes, City Clerk
Mike Clarke, Public Works Director
Jennifer McMahon, Recreation Director
Vince Tenaglia, Administrative Services Director
Wesley Wright, Community Development Director

1. <u>Ordinances</u>

a. Ordinance 2018-11, an ordinance of the City of St. Pete Beach, Florida establishing the millage rate for fiscal year 2019, beginning October 1, 2018 and ending September 30, 2019; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for and effective date.

City Manager Wayne Saunders noted that staff is recommending the current millage rate of 3.1500 which requires a super-majority approval. Maintaining the current millage rate will generate an additional $952,076 in new revenue due to an 11.57% increase in property value.

An unidentified speaker requested additional information in regard to the stormwater rates.

Commissioner Friszolowski moved to approve Item 1(a), Ordinance 2018-11, an ordinance of the City of St. Pete Beach, Florida, an ordinance of the City of St. Pete Beach, Florida, establishing the millage rate for Fiscal Year 2019, beginning October 1, 2018 and ending September 30, 2019, providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.

WHEREAS, Florida Statutes s. 200.065 requires the adoption of the millage rate by separate vote prior to the adoption of the annual budget; and

WHEREAS, Florida Statutes s. 200.065 requires that prior to adoption of the millage-levy ordinance, the following be publicly announced: the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; and

WHEREAS, in no event may the millage rate adopted exceed the millage rate tentatively adopted.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. The name of the taxing authority is the City of St. Pete Beach.

SECTION 2. The rolled-back millage rate for fiscal year 2019 is 2.8294.

SECTION 3. The fiscal year 2019 proposed millage rate is 11.33% higher than the rolled-back rate.

SECTION 4. The millage rate to be levied for fiscal year 2019 shall be 3.1500 mills per $1,000 of taxable value.

SECTION 5. Effective Date. This ordinance shall take effect immediately upon adoption.

The motion was seconded by Vice Mayor Pletcher and unanimously approved by an individual roll call vote.

b. Ordinance 2018-12, an ordinance of the City of St. Pete Beach, Florida adopting the budget for fiscal year 2019, beginning October 1, 2018 and ending September 30, 2019; providing for reading in its entirety; and providing for an effective date.

Mr. Saunders noted that drafting the proposed budget results from individual department meetings, goal-setting meetings, budget workshops, and Finance & Budget Review Committee meetings.

Commissioner Finnerty moved to approve Item 1(b), Ordinance 2018-12, an ordinance of the City of St. Pete Beach, Florida adopting the budget for Fiscal Year 2019, beginning October 1, 2018 and ending September 30, 2019; providing for reading in its entirety; and providing for an effective date.

WHEREAS, Florida Statutes Section 166.241 requires the adoption of a budget each fiscal year; and

WHEREAS, the amount available from taxation and other sources, including balances brought forward from prior years, must equal the total appropriations for expenditures and reserves; and

WHEREAS, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report required under Florida Statutes Section 218.32(1); and

WHEREAS, the adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except as pursuant to the adopted budget; and

WHEREAS, the City of St. Pete Beach fiscal year 2019 budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2018 and ending September 30, 2019.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. The fiscal year 2019 budget document, attached hereto as Exhibit A (“the Budget”), is adopted by reference and is made a part of this ordinance. The Budget provides line item detail appropriating the sources and uses of funds summarized below:

General Fund: $21,606,227
Building Fund: $733,812
Capital Improvement Fund: $5,873,057
Wastewater Fund: $8,560,668
Reclaimed Water Fund: $862,600
Stormwater Fund: $1,876,890
Total: $39,513,254

SECTION 2. Effective Date. This ordinance shall take effect immediately upon final adoption

The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

2. Resolution

a. Resolution 2018-13, a resolution of the City Commission of the City of St. Pete Beach, Florida establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessments rolls; and providing for an effective date.

The annual assessment is listed on property owner Truth-In-Millage (TRIM) notices and is assessed through a multi-year phase.

Vince Tenaglia, Administrative Services Director, explained the tiers noting Tier One is assessed a flat rate per parcel and Tier Two is assessed at a variable rate per Equivalent Residential Unit (ERU). A typical single-family home is established at 3,800 sq. ft., or one ERU.

Mike Finnerty, Blind Pass Road, expressed his concern in regard to the increased charges from St. Petersburg for wastewater discharge services.

An unidentified speaker commented on the process to apply the ERU charge.

Vice Mayor Pletcher moved to approve Item 2(a), Resolution 2018-13, a resolution of the City Commission of the City of St. Pete Beach, Florida establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessment rolls; and providing for an effective date. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

3. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 6:53 p.m.

Attest:

______________________________ ______________________________

Rebecca C. Haynes, City Clerk | Alan Johnson, Mayor

Minutes approved on: ___________

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization to approve special event application and street closure for the 10th Annual VW Beach Bash scheduled for Saturday, October 20, 2018.
Date:	September 25, 2018
Prepared By:	Jennifer McMahon, Recreation Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The 10th Annual VW Beach Bash is a Volkswagen car show that is held in Pass-a-Grille each year. This year they are requesting to close 9th and 10th avenues from Gulf Way to Pass-a-Grille Way and use the park between these 2 streets on October 20, 2018. Street closures would be from October 19 at 10pm to 6pm on October 20, 2018. The event brings around 100 show cars, 10-15 art and craft vendors. The event is free and open to everyone. The event organizer will be reserve the far east side of 9th Ave for Seahorse employee parking. No alcohol will be permitted at the event.
Requested Motion:	"I move to authorize the approval of The 10th Annual VW Beach Bash event application and street closures for October 20, 2018."
Funding:	N/A
Attachments:	Event information and application
Reviewed by City Manager:	WS

Live It!

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Amanda Graham Title(If applicable): ____

Name of Organization (if applicable): VW Beach Bash

Tax Exempt? ☐ Yes ☒ No Non-Profit? ☐ Yes ☒ NO *If yes on either, please provide documentation*

Mailing Address: 6540 Gulfport Blvd So., South Pasadena, FL 33707

Cell Phone: 717-658-6632 Email: amandatrail@gmail.com

Event Information

Event Title: 10th annual Pass-a-grille VW Beach Bash Event/Organization Web Address: facebook.com/vwbeachbash

Event Location(s): 9th, 10th ave pass-a-grille

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
10-20-18	~~Sunday~~ Saturday	10am	9pm

Set Up Date(s): 10-19-18 ~~5pm~~ Time(s) 5pm to 10pm
Cleanup Date(s): 10-20-18 Time(s) 4pm to 6pm

Description of Event: VW carshow with local craft vendors

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): TBD

Event Logistics

Estimated Attendance
(includes event crew, participants, and spectators)

500 — This Year
500 — Last Year (if Applicable)

List all event activities: VW car show, craft vendors, awards

Electricity Needed ☐ Yes ☒ No Source: ____

Will portable restrooms be used? ☐ Yes ☒ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes *(include on site plan)*

How Many? ____ Size: ____ Installation Date: ____ Removal Date: ____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) N/A

Parking Plan (*please be detailed and include on site map*): VW show cars will be inside barricades on 9th/10th Spectator parking will be at metered spaces along gulf blvd and gulf way.

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol

Will there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. ______ St Pete Beach Food Truck Permit #______
2. ______ St Pete Beach Food Truck Permit #______
3. ______ St Pete Beach Food Truck Permit #______
4. ______ St Pete Beach Food Truck Permit #______
5. ______ St Pete Beach Food Truck Permit #______

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit

List all other vendors (art, crafts, clothes, etc) Clothing, records, crafts, art

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? [X] Yes [ ] No

If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
9th ave	gulf way	gulf blvd	10-19-18-10/20/18	5pm - 6pm
10th ave	gulf way	gulf blvd	10-19-18-10/20/18	5pm-6pm

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

1- 3x6 ft or 3x8ft banner right off corey bridge

1- 3x6ft banner at intersection by Don Cesar (bayway bridge)

1- size TBD at Hurricane

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

12 Barricades

6 Cones

3 Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars ($1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

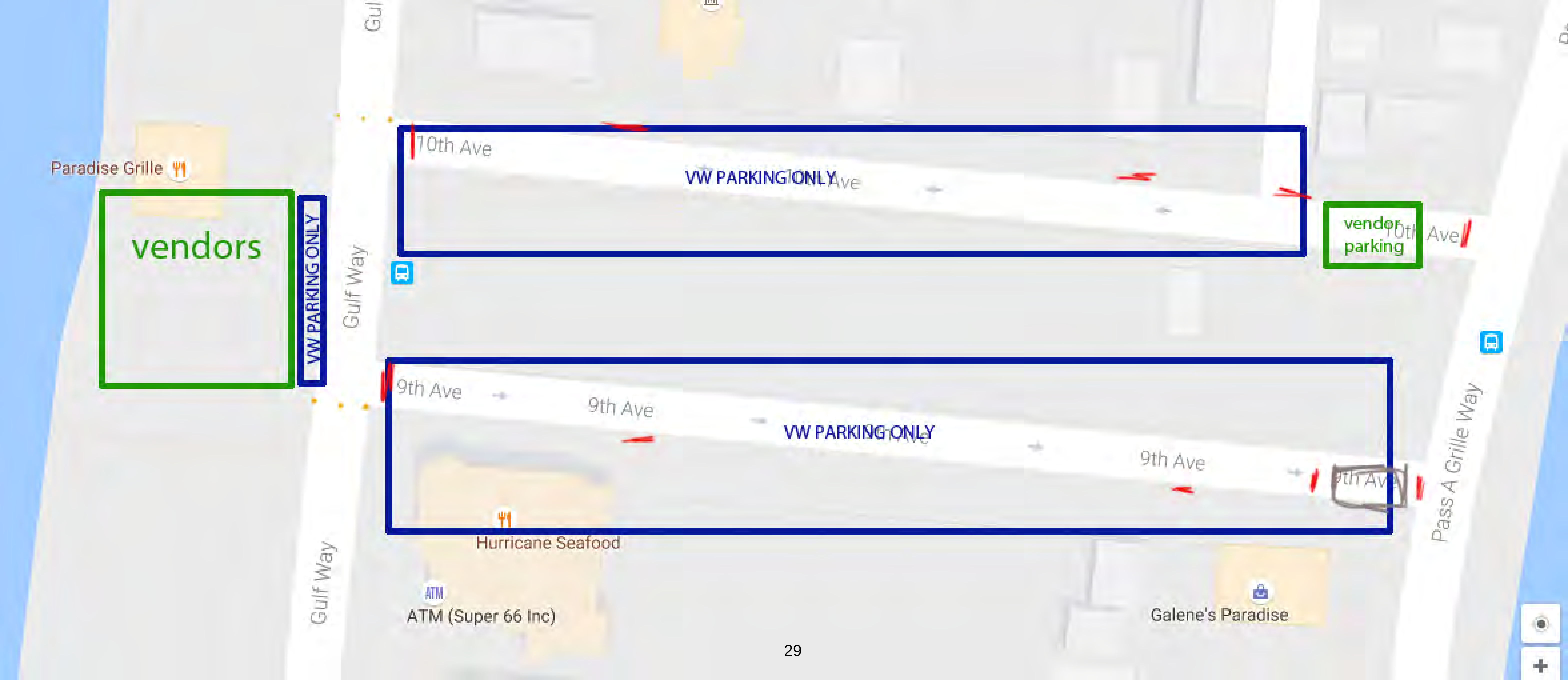
I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Amanda Graham
Print Name

8-16-18
Signature

Corporation Name (if applicable)

Date



Paradise Grille
vendors
VW PARKING ONLY
Gulf Way
10th Ave
VW PARKING ONLY
vendor parking
10th Ave
9th Ave
9th Ave
VW PARKING ONLY
9th Ave
Pass A Grille Way
Hurricane Seafood
ATM
ATM (Super 66 Inc)
Gulf Way
Galene's Paradise

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of street closures for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2019 events: Corey Art & Craft Show January 12-13 , 2019 Corey Art & Craft Show March 23-24, 2019 Corey Art & Craft Show June 1-2, 2019 Corey Art & Craft Show December 7-8, 2019
Date:	September 25, 2018
Prepared By:	Jennifer McMahon, Recreation Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The Corey Area Business Association request permission for street closure for the 4 above craft shows on 200-400 blocks of Corey Ave and to have banners erected over 75th Ave announcing their 2019 events. This plan was reviewed and approved by PCSO and Fire marshal. The City Commission must approve their request in order to get permission from FDOT to permit the banner installation. If approved, the banners will be installed/removed as follows: Arts & Craft Show (Installation 1/7/19, Removal 1/14/19) Art & Craft Show (Installation 3/18/19, Removal 3/25/19) Art & Craft Show (Installation 5/28/19, Removal 6/3/19) Art & Craft Show (Installation 12/2/19, Removal 12/9/19)
Requested Motion:	"I move to approve the Application for 4 2019 craft shows street closures and Banner Installation over 75th Avenue."
Attachments:	Event and banner applications
Reviewed by City Manager:	WS

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Yvonne Marcus Title(If applicable): President

Name of Organization (if applicable): Corey Area Business Association

Tax Exempt? ☑ Yes ☐ No Non-Profit? ☑ Yes ☐ NO *If yes on either, please provide documentation*

Mailing Address: PO BOX 67393

Cell Phone: 727-580-8331 Email: artexpogallery@tampabay.rr.com

Event Information

Event Title: ACE Craft Show with Sunday Market Event/Organization Web Address: artfestival.com

Event Location(s): Corey Ave (300 and 400 blocks) with Sunday Market on northside of the 200 block

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
Jan 12& 13	Saturday and Sunday	9am	5pm
Mar 23& 24	Saturday and Sunday	9am	5pm
June 1 & 2	Saturday and Sunday	9am	5pm
Dec 7 + 8	"	9Am	5pm

Set Up Date(s): Saturdays Time(s) 5am to 9am

Cleanup Date(s): Sundays Time(s) 5pm to 9pm

Description of Event: Art and Craft vendors and on Sunday adding Sunday market

Will this be an Annual Event? ☑ Yes ☐ No If yes, next year's date(s):

Event Logistics

Estimated Attendance 2,000 throughout the day (This Year) same (Last Year (if Applicable))

(includes event crew, participants, and spectators)

List all event activities: Vending

Electricity Needed ☑ Yes ☐ No Source:

Will portable restrooms be used? ☑ Yes ☐ No If yes (include on **site plan**): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☑ Yes ☐ No If yes *(include on **site plan**)*

How Many?____ Size:____ Installation Date:____ Removal Date:____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) ______

Parking Plan *(please be detailed and include on site map):* On Street parking around Corey Ave

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☐ Sold ☑ No Alcohol

Will there be food trucks? ☐ Yes ☑ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

If we do we will provide permit #

1. ______ St Pete Beach Food Truck Permit #______
2. ______ St Pete Beach Food Truck Permit #______
3. ______ St Pete Beach Food Truck Permit #______
4. ______ St Pete Beach Food Truck Permit #______
5. ______ St Pete Beach Food Truck Permit #______

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit

Will have list available 2 weeks prior to the event

List all other vendors (art, crafts, clothes, etc) Will have completed list available 2 weeks prior to the event

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

10 X 10

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

—

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☑ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? ☑ Yes ☐ No

If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
Corey Ave	Gulf Blvd	Boca Ciega	~~10/20/18~~ Saturday	6am - 12am 300+400 Block
Corey Ave	Gulf Blvd	Mangrove	~~10/20/18~~ Sundays	~~6am~~- 12am - 9pm
Blind PASS	73rd	just S. of Alley btw @ 75th + Corey	10/21/18 Sat, Sunday	~~12am - 8pm~~ 6Am - 9pm

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

FDOT over 75th banners, See attached Applications

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

12 Barricades

10 Cones

____ Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars ($1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Yvonne Marcus
Print Name

Signature

CABA
Corporation Name (if applicable)

09/10/18
Date

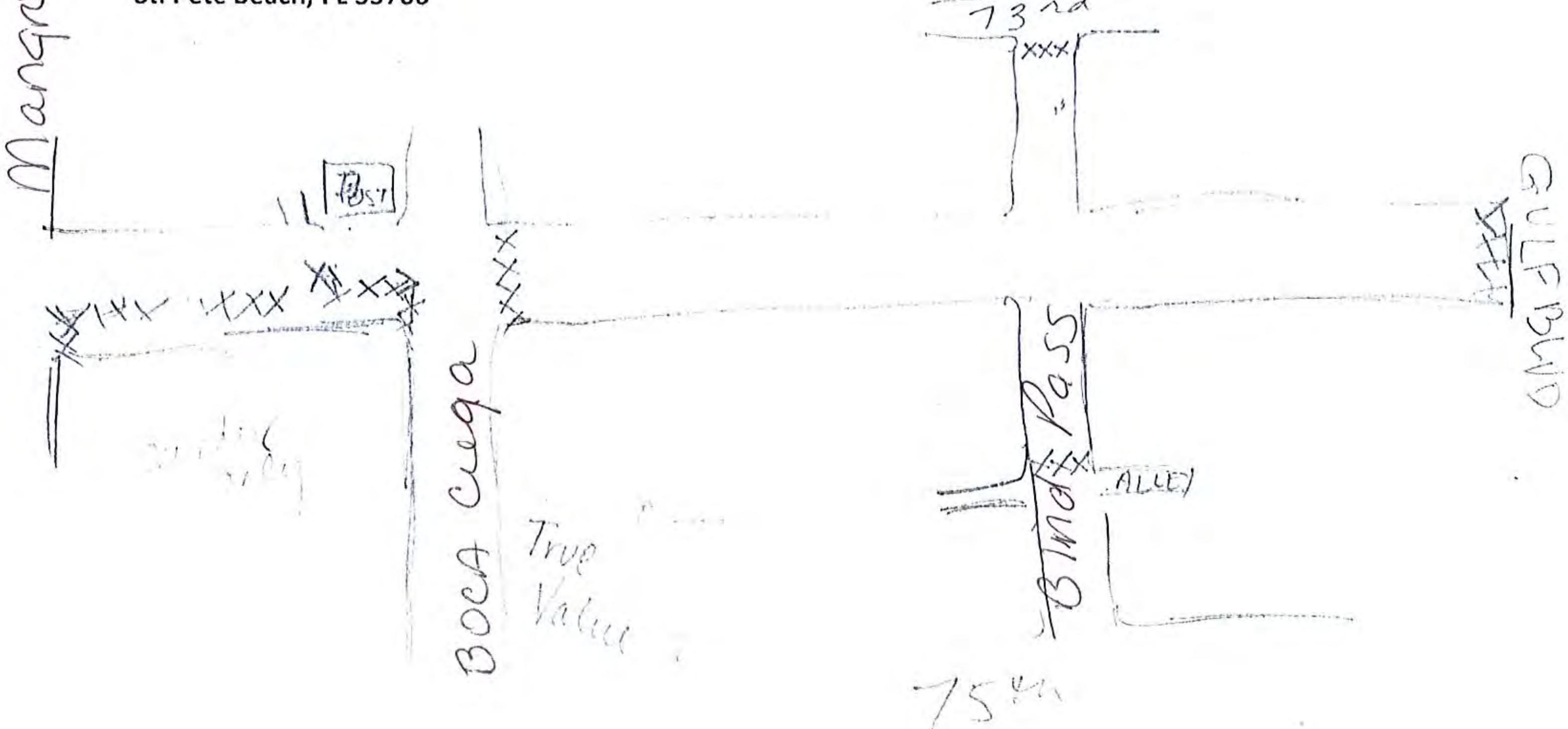
City of St. Pete Beach Recreation Department

Event Application

Please Include:

- Site Map
- Traffic & Parking Plan
- Safety Plan
- Certificate of Insurance
- Day of Event Contact Person and Cell Phone Number
- Tax Exempt Documentation (if applicable)
- Non-Profit Documentation (if applicable)

Please send application to:
City of St. Pete Beach
Jennifer McMahon, Recreation Director
155 Corey Ave
St. Pete Beach, FL 33706



APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Corey Area Business Assocation

Address: PO Box 67393, St Pete Beach, FL 33706

Telephone #: 727-580-8331 Fax #: ____ E-Mail: artexpogallery@tampabay.rr.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahon

Address (if different from above): 155 Corey Ave

Telephone #: 727-363-9274 Fax #: 727-363-9246 E-Mail: rddirector@stpetebeach.org

Date of Request: 9/10/2018

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:

Highway name & number: 75th Ave and Boca Ciega Dr (SR 693 Section 15110)

From (south or west limits): 0.096 To (north or east limits): ____

Highway name & number: ____

From (south or west limits): ____ To (north or east limits): ____

Highway name & number: ____

From (south or west limits): ____ To (north or east limits): ____

Highway name & number: ____

From (south or west limits): ____ To (north or east limits): ____

Projected installation date: 1/7/2019

Banners will be removed on or before (if applicable): 1/14/19

Signature of Applicant or Contact Person: ____ Date: ____

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Wayne Saunders, City Manager

Telephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: wsaunders@stpetebeach.org

Signature of local official: ____ Date: ____

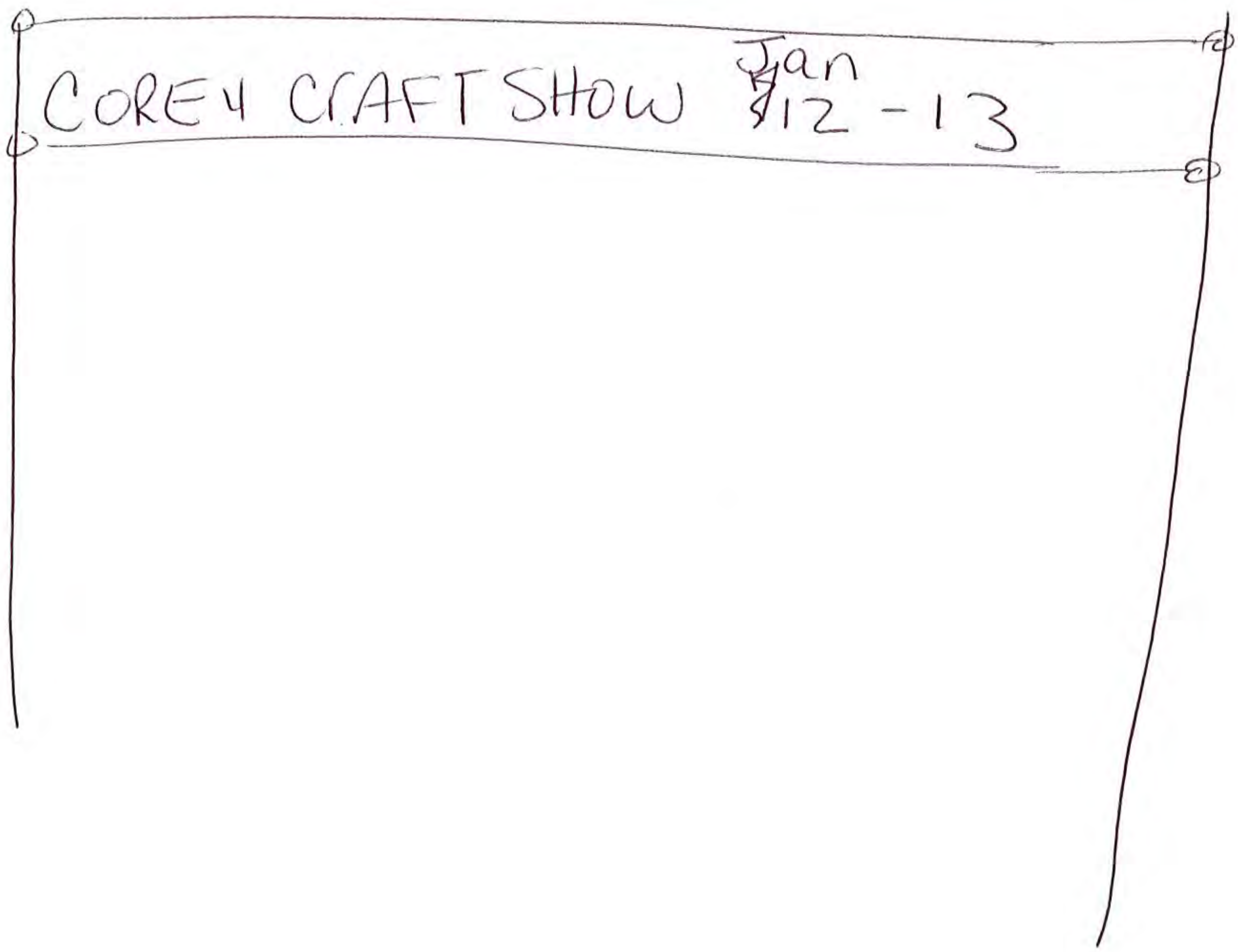
CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

Engineer (or designee): ______________________________	Date: ____________



APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Corey Area Business Assocation

Address: PO Box 67393, St Pete Beach, FL 33706

Telephone #: 727-580-8331 Fax #: E-Mail: artexpogallery@tampabay.rr.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahon

Address (if different from above): 155 Corey Ave

Telephone #: 727-363-9274 Fax #: 727-363-9246 E-Mail: rddirector@stpetebeach.org

Date of Request: 9/11/2018

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:

Highway name & number: 75th Ave and Boca Ciega Dr (SR 693 Section 15110)

From (south or west limits): 0.096 To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Projected installation date: 3/18/2019

Banners will be removed on or before (if applicable): 3/25/19

Signature of Applicant
or Contact Person: Date:

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Wayne Saunders, City Manager

Telephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: wsaunders@stpetebeach.org

Signature of local official: Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

Engineer (or designee): ______________________ Date: ____________

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Corey Area Business Assocation

Address: PO Box 67393, St Pete Beach, FL 33706

Telephone #: 727-580-8331 Fax #: E-Mail: artexpogallery@tampabay.rr.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahon

Address (if different from above): 155 Corey Ave

Telephone #: 727-363-9274 Fax #: 727-363-9246 E-Mail: rddirector@stpetebeach.org

Date of Request: 9/11/2018

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:

Highway name & number: 75th Ave and Boca Ciega Dr (SR 693 Section 15110)

From (south or west limits): 0.096 To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Projected installation date: 5/27/2019

Banners will be removed on or before (if applicable): 6/3/19

Signature of Applicant
or Contact Person: Date:

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Wayne Saunders, City Manager

Telephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: wsaunders@stpetebeach.org

Signature of local official: Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
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5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
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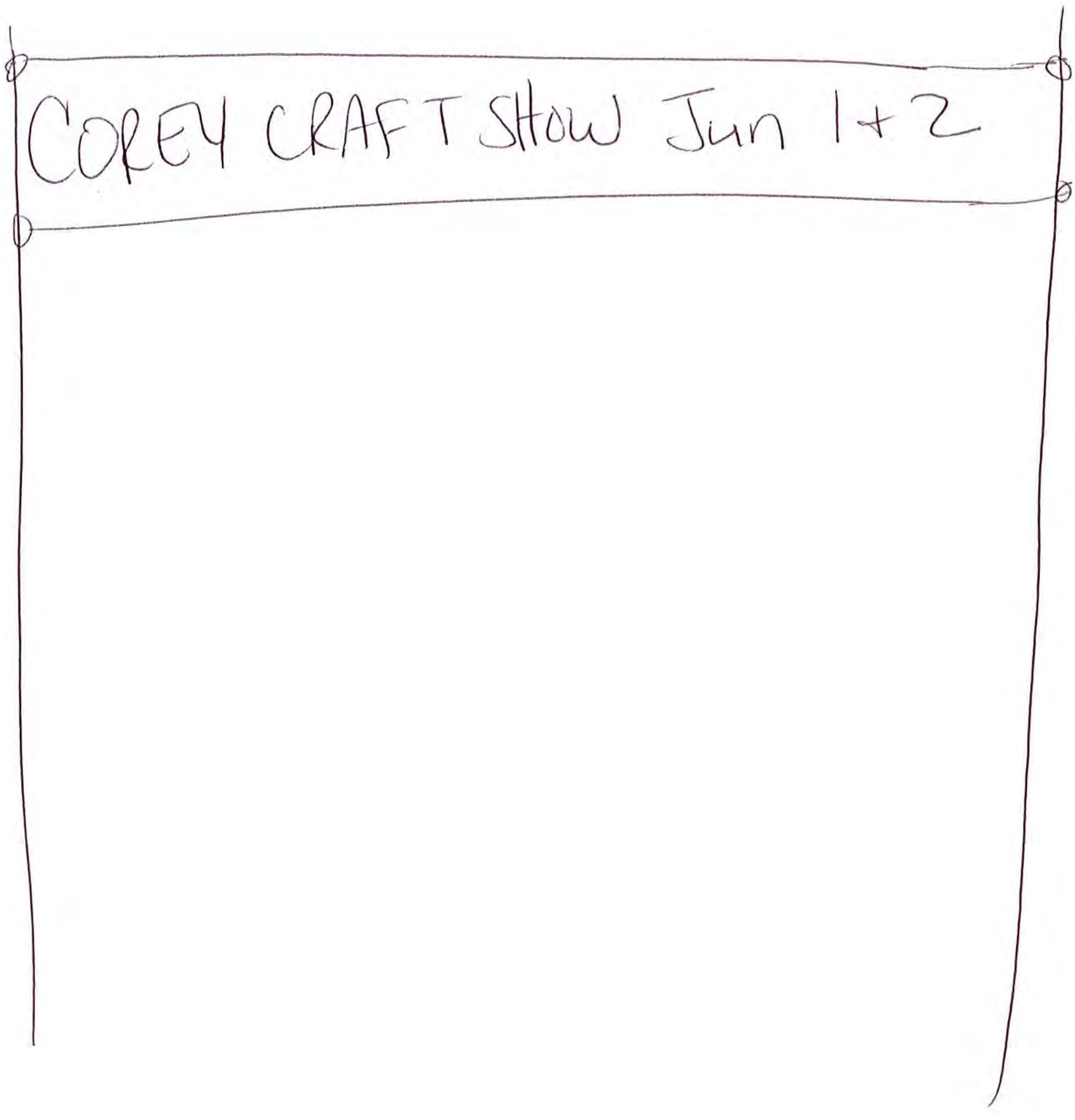
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

Engineer (or designee): ______________________________	Date: ____________



APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Corey Area Business Assocation

Address: PO Box 67393, St Pete Beach, FL 33706

Telephone #: 727-580-8331 Fax #: E-Mail: artexpogallery@tampabay.rr.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahon

Address (if different from above): 155 Corey Ave

Telephone #: 727-363-9274 Fax #: 727-363-9246 E-Mail: rddirector@stpetebeach.org

Date of Request: 9/11/2018

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:

Highway name & number: 75th Ave and Boca Ciega Dr (SR 693 Section 15110)

From (south or west limits): 0.096 To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Projected installation date: 12/2/2019

Banners will be removed on or before (if applicable): 12/9/19

Signature of Applicant
or Contact Person: Date:

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Wayne Saunders, City Manager

Telephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: wsaunders@stpetebeach.org

Signature of local official: Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

Engineer (or designee): ______________________	Date: ____________

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval for street closures, wet zone and special event application for The St Pete Beach Octoberfest submitted by the Corey Area Business Association for October 20 & 21, 2018.

Date: September 25, 2018

Prepared By: Jennifer McMahon, Recreation Director

Through: Wayne Saunders, City Manager

Summary of Issue: The Corey Area Business Association requests permission for street closure on Saturday, October 20 at 6am through Sunday, October 21 at 8pm. Street closures would be Corey Ave just east of Gulf Blvd to Boca Ciega and Blind Pass Road from just south of alley between 75th and Corey Ave to just north of alley between Corey Ave and 73rd Avenue for the first St Pete Beach Octoberfest. City staff and sheriff's office reviewed the application. There will be access to the parking lot at the corner of Gulf Blvd and Corey Ave. They have secured off-site parking at the St Pete College Gibbs Campus at 66th and 5th Ave and will be running shuttles to address parking concerns. The fire marshal is requiring the event organizers provide 12 ft. clear lane on the blocked off street for fire truck access. All exposed electrical cords need to be covered as well as the exhaust hole (port hole) for any generator on the premises. All food vendors must have fire extinguishers on site. Off–Duty Sheriff officers and EMS for the entire event is required at the cost of the event organizers. They are requesting the closed off area to be a wet zone for beer and wine sales. All street closures and alcohol on public property need the permission of the commission.

Requested Motion: "I move to approve street closures, wet zone and special event application for the St Pete Beach Octoberfest submitted by the Corey Area Business Association for October 20 & 21, 2018"

Funding: N/A

Attachments: Event Application and information

Reviewed by City Manager: WS

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Yvonne Marcus Title(If applicable): President

Name of Organization (if applicable): Corey Area Business Association

Tax Exempt? ☑ Yes ☐ No Non-Profit? ☑ Yes ☐ NO *If yes on either, please provide documentation*

Mailing Address: PO BOX 67393

Cell Phone: 727-580-8331 Email: artexpogallery@tampabay.rr.com

Event Information

Event Title: St Pete Beach Oktoberfest Event/Organization Web Address: paragonartevents.com

Event Location(s): Corey Ave (300 and 400 blocks)

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
Oct 20, 2018	Saturday	10am	8pm
Oct 21, 2018	Sunday	10am	6pm

Set Up Date(s): October 19, 2018 Time(s) 5pm to

Cleanup Date(s): October 21, 2018 Time(s) 6pm to

Description of Event: Oktoberfest! Including food tents, beer garden, live music and stage

Will this be an Annual Event? ☑ Yes ☐ No If yes, next year's date(s):

Event Logistics

Estimated Attendance 10,000 throughout the day (This Year) N/A (Last Year (if Applicable))

(includes event crew, participants, and spectators)

List all event activities: Food, Beer Garden, Stage, Live Music and Entertainment

Electricity Needed ☑ Yes ☐ No Source:

Will portable restrooms be used? ☑ Yes ☐ No If yes (include on **site plan**): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☑ Yes ☐ No If yes *(include on **site plan**)*

How Many? 1 Size: Installation Date: October 19 Removal Date: October 21

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Live Music and Dancing

Parking Plan *(please be detailed and include on site map):* Off-site parking available at St Pete College- Gibbs Campus located at 66th and 5th Ave. Shuttles will be provided throughout the 2 days as well as on street parking

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☑ Sold ☐ No Alcohol

Will there be food trucks? ☐ Yes ☑ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. ____________ St Pete Beach Food Truck Permit #________
2. ____________ St Pete Beach Food Truck Permit #________
3. ____________ St Pete Beach Food Truck Permit #________
4. ____________ St Pete Beach Food Truck Permit #________
5. ____________ St Pete Beach Food Truck Permit #________

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit

Will have list available 2 weeks prior to the event

List all other vendors (art, crafts, clothes, etc) Will have completed list available 2 weeks prior to the event

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

(2) tents - 10x20 and 30x150

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☑ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? ☑ Yes ☐ No

If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
Corey Ave	Just west of Boca Ciega	Just east of Gulf Blvd	10/20/18	6am - 12am
Blind Pass	Just S of Alley between Corey and 75th	Just N. of Alley between Corey and 73rd	10/20/18	6am - 12am
" "	" "	" "	10/21/18	12am - 8pm

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

12 Barricades

10 Cones

____ Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars ($1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Yvonne Marcus

Print Name

Signature

CABA

Corporation Name (if applicable)

09/10/18

Date

TRAFFIC & PARKING PLAN FOR:

OCTOBERFEST ON COREY AVENUE

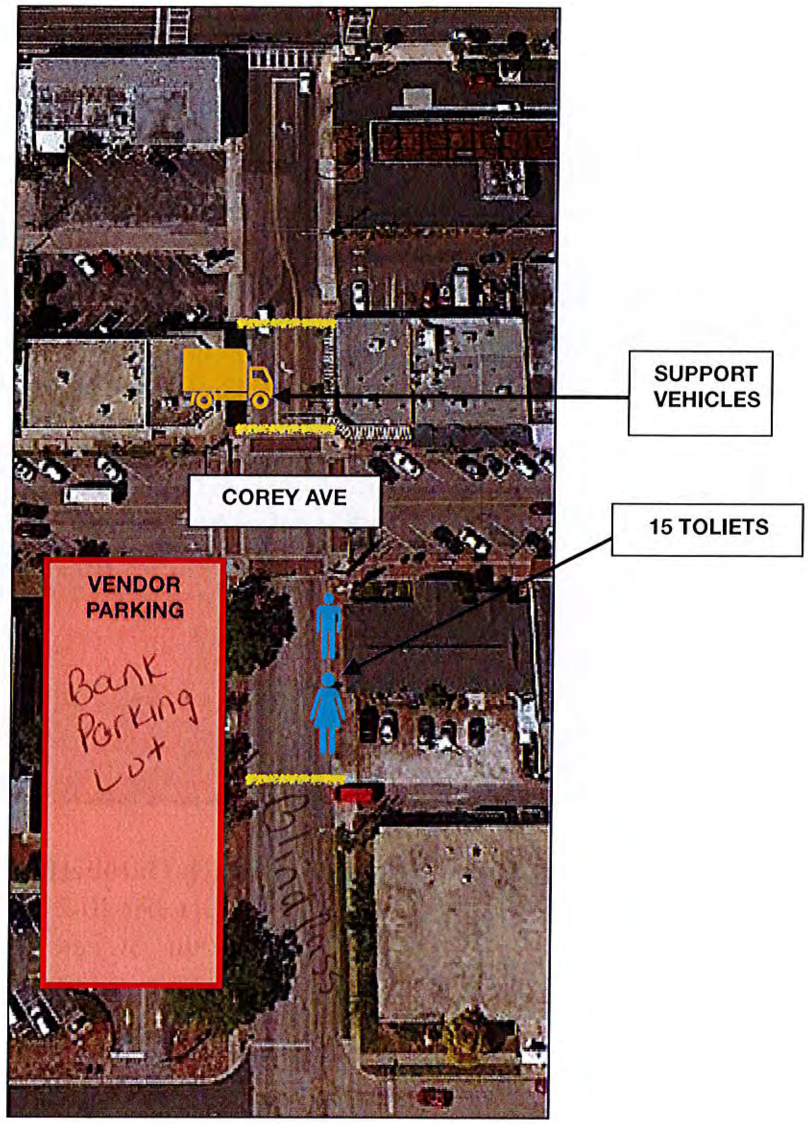
We are working with ST. PETE COLLEGE (APPROX 1300 spaces)

and will coordinate shuttle to site

We are also contacting the owners of the property @ the east end of Corey to attempt to coordinate vendor + employee parking as well as dumpsters.

COREY AREA BUSINESS ASSOC.

— contact Yvonne Marcus. 727 360 2953


SUPPORT VEHICLES
COREY AVE
15 TOLIETS
VENDOR PARKING
Bank Parking Lot
Blind Pass

re Extinguishers

enerators

St. Pete Beach Oktoberfest

Festival Dates: October 20-21, 2018

Location: Corey Avenue, St. Pete Beach, FL

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval to enter into an agreement with TD Bank for banking services.

Date: September 25, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City released a request for proposals (RFP) for general banking services on June 8, 2018 and received nine responses. Four banks were selected for interviews and demonstrations, including TD Bank (TD), SunTrust, BankUnited, and Hancock Whitney. Staff is requesting authorization to proceed with TD.

Proposals were evaluated based on the following criteria:

1). Quality of proposal and perceived ability of the proposer to meet the City's needs; financial condition; reputation, including feedback from references.
2). Net anticipated cost savings or revenue enhancement to the City, as measured by applicable analysis fees, earnings credit rates, compensating balance requirements, and/or stated yields on interest-bearing accounts.
3). Experience, communication skills and institutional support of staff assigned to service the City's account(s).
4). Ability to provide technological enhancements and process improvements.

TD submitted a comprehensive proposal to address each of the City's required and desired services. It is the 8th largest bank in the U.S. by assets with favorable credit ratings and received positive feedback from Florida local government references. The TD proposal offers various opportunities for process improvements, including remote deposit and same-day ACH service.

The bank balance required to offset TD's service fees is estimated at less than $700,000. By comparison, the City's incumbent bank required a balance of over $5,200,000 to offset fees in May 2018. The net effect is to generate interest on approximately $4,500,000 at a substantially higher rate. The TD proposal includes a floored interest rate of 2.00% on surplus balances, far exceeding the current rate of 0.35%. Staff estimates the TD banking agreement will generate at least $130,000 in new annual interest revenue.

Requested Motion: "I move to approve to enter into an an agreement with TD Bank for banking services."

Attachments: TD Bank proposal

Reviewed by City Manager: WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Banking Services

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and TD Bank (hereinafter "Bank"). The City and Bank together shall be referred to as the "Parties."

WHEREAS, the City properly issued a Request for Proposals, attached and incorporated hereto as Exhibit "A", from financial institutions to provide banking services to City and the City Commission authorized the selection of Bank at its September 25, 2018 public hearing; and

WHEREAS, Bank is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same, attached and incorporated hereto as Exhibit "B"; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Bank.

NOW, THEREFORE, in consideration of these premises, the Request for Proposals set forth in Exhibit A, the proposal set forth in Exhibit B, and the covenants and agreements contained in the Agreement, the Parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.

2. City hereby agrees to purchase, and Bank hereby agrees to provide, the services described in the attached exhibits as selected by the City.

3. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

   a. Request for Proposals (Exhibit "A")
   b. Bank proposal (Exhibit "B")

4. Bank hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Bank to the terms hereof.

5. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Bank:
TD Bank
____
____
____

As to City:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

6. This Agreement may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all Parties.

7. The initial term of this Agreement is for five (5) years from the Effective Date. On the fifth (5^{th}) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically review for no more than five (5) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than one hundred and twenty (120) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. Notwithstanding the foregoing, the provisions in Section 14.2 and 14.4 in the Cash Management Master Agreement contained in Exhibit B are not deemed to be in conflict with this paragraph and Parties agree those provisions will continue to be effective.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

TD Bank:

Signature: ________________________

By: ______________________________

Its: _______________________________

Date: ______________________________

City of St. Pete Beach:

Signature: ________________________

By: ______________________________

Its: _______________________________

Date: ______________________________

APPROVED AS TO FORM:

____
Andrew Dickman
City Attorney

ATTEST:

____
Rebecca C. Haynes
City Clerk

EXHIBIT "A"

[City's Request for Proposals]

THE SUNSET CAPITAL OF FLORIDA

SUBJECT:	Banking Services
ISSUED:	June 8, 2018
WRITTEN QUESTIONS DUE TO CITY:	June 29, 2018
SEALED PROPOSALS DUE:	July 20, 2018, 2:00 p.m.
MAIL OR DELIVER PROPOSALS TO:	Office of the City Clerk City of St. Pete Beach 155 Corey Avenue St. Pete Beach, FL 33706

A. OBJECTIVE

The City of St. Pete Beach (the "City"), is requesting proposals from qualified banks (the "Bank") to provide general banking services to the City as described herein. The City's goal is to reduce the current required bank balance in order to more efficiently manage the City's cash and investments.

B. BACKGROUND

The City is frequently recognized as a top beach destination and received a Travelers' Choice award in 2017 from TripAdvisor as the third-ranked beach in the United States. The City's beaches, hotels, and historic resources attract tourists and visitors from all over the world.

The City provides general government services as well as community development activities including planning and zoning, building permit administration, code enforcement, and parking facilities. The City maintains a fire department with two fire stations, a public library, and an active recreation department featuring an aquatic center, parks, ballfields, covered park pavilions, and community rooms available for rent. Programs include youth activities, childcare, fitness classes, dance and hobby classes, senior trips, and sports leagues. The City provides sewer collection and transfer services with treatment provided by the City of St. Petersburg. Solid waste service is provided under contract via Waste Connections of Florida, Inc., with residents billed directly by the provider. Law enforcement services are provided by Pinellas County Sheriff's Office. The City's water is provided by Pinellas County Utilities and electric services are provided by Duke Energy.

The City's financial and budgetary information is available on the City's website. Proposing banks are encouraged to review these documents for reference purposes.

Fiscal Year 2018 Budget:
http://www.stpetebeach.org/images/stories/finance/FY2018/FY%202018%20Adopted%20Budget.pdf

Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2017:
http://www.stpetebeach.org/images/stories/finance/FY2017/City_of_St_Pete_Beach_CAFR_9.30.17.PDF

C. **QUALIFICATIONS**

Responding banks must:

- Be a financially sound Federal or Florida-chartered bank;
- Be a member of the Federal Reserve System;
- Be a Qualified Public Depository (QPD) in conformity with the Florida Security for Public Deposits Act (Chapter 280 Florida Statutes);
- Have a branch located within 10 miles of St. Pete Beach City Hall at 155 Corey Avenue, St. Pete Beach, Florida 33706;
- Have the capability of performing all of the required duties specified in this RFP;
- Have available an adequate number of qualified staff to provide the services specified in this RFP;
- Provide references for clients similar in size and scope to the City;
- Be able to provide full-service web-based banking products and balance reporting services with quick access to online statements;
- Honor all checks drawn upon City accounts should the City experience an overdraft in that particular account;
- Be able to provide daily reporting for all transactions on the City's accounts; and
- Provide flexibility as to the number of accounts and price such additional accounts as stated in the response to this RFP.

D. **QUESTIONS**

Questions or requests for additional information or clarification must be directed in writing no later than June 29, 2018 to:

Vincent Tenaglia, Administrative Services Director
vtenaglia@stpetebeach.org
All questions and written responses will be posted on the City's website.

E. **PROPOSAL SUBMITTAL**

One original and five (5) copies of the proposal along with one electronic copy on a flash drive shall be submitted in a **sealed envelope clearly marked "SEALED PROPOSAL: BANKING SERVICES RFP".**

Sealed proposals must be received by the City at the address below no later than 2:00 p.m. on July 20, 2018. Late proposals will not be considered.

Office of the City Clerk
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

Contact with personnel of the City other than the Administrative Services Director or designated representative regarding this request for proposals may be grounds for elimination from the selection process.

The City reserves the right to accept or reject any and/or all proposals and to waive any minor irregularities and technicalities. There is no obligation on the part of the City to award a contract based solely on proposed fee(s), charge(s), or rent(s). The City shall be the sole judge of the proposal(s) determined to be in its best interest.

F. TERM

Upon selection of the top-ranked proposal, the City intends to enter into a banking services agreement with an initial term of five (5) years, with up to five (5) additional one-year renewal terms available upon mutual written consent by both parties.

Throughout the initial term and any subsequent renewal terms, the City reserves the right to terminate the banking agreement if the bank changes ownership, is taken over by FDIC, or experiences any other re-organization or event that may be detrimental to the City as determined by City management. Additionally, the agreement may be terminated by either party by giving written notice to the other party no later than one hundred and twenty (120) calendar days before the proposed termination date. This provision may be exercised only after the agreement has been in effect for twelve (12) calendar months. The Bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of the agreement.

G. EVALUATION

The City will evaluate proposals based on the following criteria:

- Quality of proposal and perceived ability of the proposer to meet the City's needs; financial condition; reputation, including feedback from references; and
- Net anticipated cost savings or revenue enhancement to the City, as measured by applicable analysis fees, earnings credit rates, compensating balance requirements, and/or stated yields on interest-bearing account(s); and
- Experience, communication skills and institutional support of staff assigned; and
- Ability to provide technological enhancements and process improvements.

The City anticipates shortlisting firms for oral presentations to address the evaluation factors in greater detail. An agreement will be negotiated with the top-ranked bank based on the stated terms of the proposal and presented to the City Commission for authorization.

Anticipated schedule:

- Release of RFP: June 8, 2018
- Questions due: June 29, 2018
- RFP submittal date: July 20, 2018
- Short-list announced (tentative): August 3, 2018
- Oral presentations (tentative): August 13-17, 2018
- Selection of top-ranked proposer (tentative): September 11, 2018
- Implementation: To begin immediately following selection

H. REQUIRED SERVICES

The City will require, at a minimum, the following services from its Bank:

1. Compensation

The City currently uses compensating balances to pay for banking services. The Bank must offer this option but the City will require individual pricing and will consider alternative proposals. The City will not pay any FDIC fees.

2. Accounts

The City currently requires one operating account.

The City reserves the right to open additional accounts during the contract period at the price proposed in this Proposal, provided the Bank is furnished written notification at least seven (7) calendar days before implementation date.

Operating Account (Master Account):

The Bank will establish an Operational account designed for deposits of public funds. The account should be interest bearing or coupled with an interest-bearing sweep account. Management anticipates wire transfers will be conducted from this account. ACH debits and credits will also be made from this account.

Other Accounts:

Other accounts may be established over the term of the contract by the City. These accounts will mirror one or more of the existing accounts indicated above.

3. Designated Contact

The bank shall provide a dedicated Account Executive to serve as the primary contact for the City. The Bank must also identify and provide direct access to certain contacts including a technology specialist.

4. Funds Availability

Credit for checks will be based on the awarded Bank's "availability schedule". Proposing banks are required to attach a copy of their current "availability schedule" to the Proposal. Awarded Bank agrees to notify the City, in writing, of any changes to the schedule. The City reserves the right to periodically audit the awarded Bank's compliance with the existing "availability schedule".

The Bank must credit the City's Accounts for Incoming Wire Transfers the same day, regardless of time of receipt during the day.

5. Overnight/Sweep/Interest-Bearing Products

The Bank must be able to sweep balances overnight into higher earning accounts or otherwise provide competitive interest rates for surplus balances.

6. Overdrafts

The City has no history of overdrawing any of its accounts. If, however, an account is overdrawn, the bank must honor all checks presented. No City issued check is to be returned unless payment was stopped.

7. Technology

The Bank must provide a secure web based solution that will allow the City online access to all City bank accounts. The system will allow the City to communicate with the Bank, download, and archive information, review check images, provide daily reporting, execute online stop payment orders, perform internal and external wire transfers, and access detailed ACH information.

The City will require Remote Deposit Capture (RDC) and the availability of mobile banking solutions.

8. Payroll Direct Deposit

The bank shall provide direct deposit of payroll (approximately 100 employees) with file transmission via direct computer browser based access.

9. Positive Pay

The City will provide an electronic file to the bank for all disbursements (payroll and vendor payments). The bank shall provide Positive Pay service so that items that do not match are reported to the City via on-line banking. Each responder to this RFP is encouraged to include other fraud protection services that they offer along with pricing information.

10. Disaster Recovery Plan

The bank shall provide information regarding their disaster recovery plan including specific plans related to servicing the City in the event of a disaster. Additionally, the Bank shall provide information regarding their ability to provide uninterrupted service.

11. Employee Accounts

To facilitate the City's employee direct deposit payroll, the Bank shall upon request provide employees a checking and/or savings account for direct deposits with no minimum balance requirement and no maintenance fees.

12. Public Records

Pursuant to Florida Statute 119.0701, to the extent the Successful bank is performing services on behalf of the City, the Successful bank must:

a. Keep and maintain public records required by public agency to perform the service.
b. Upon request from the public agency's custodian of public records, prove the public agency with a copy of the request records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
c. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful bank does not transfer the records to the public agency.
d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

I. DESIRED SERVICES

The following services are not immediately required by the City but could be required or requested in the future. The City desires that the Bank have the ability to offer such services and the Bank should provide information on these services as part of its Proposal.

1. Access to tax-exempt credit facilities and/or line of credit
2. Armored car service
3. Purchasing card service
4. Merchant card service
5. Lockbox service
6. Smart safe services

J. PROPOSAL FORMAT AND REQUIREMENTS

The Proposal should address the following issues in the order presented. Fees for all services must be provided on the Pricing Matrix.

1. Firm Background
   a) Provide a brief summary of the firm including year of establishment, market presence, capitalization, credit ratings and banking services provided. Describe nearby office locations and the ability of the Bank to serve the City.
   b) Provide a holiday schedule for the current year.
   c) Include audited financial statements in an Appendix to the Proposal.
   d) Provide at least three references from cities similar in size and scope to the City.
2. Designated Contact
   a) Provide the name and contact information for the designated contact for the City's account. Include a current resume including position, length of service with the Bank, and a summary of professional experience. Provide similar information for any other personnel who will provide service to the City specifically including a technology contact, a disaster contact and a contact number for after-hours service.
3. Accounts
   a) All returned checks due to insufficient funds will be automatically re-deposited a second time. Please include your charge (if any) for this item. If a check is returned a second time, the Bank will return the check to the City.
   b) Discuss your process for stop payment instructions and implementation.
   c) Include samples of a monthly bank statement and analysis statement.

4. Deposits and Funds Availability
    a) Provide the Bank's availability schedule for deposits.
    b) Describe your ability to ability to lock all bank accounts from ACH debits from outside sources, with the exception of the Internal Revenue Service and the Florida Department of Revenue.
    c) Describe your ability to mask ABA and account numbers for incoming wires.
    d) Describe your process and options for providing daily balance reporting notifications.
    e) Describe your Remote Deposit Capture capabilities.
    f) The City currently collects cash in City Hall, at the Library and at the Recreation Center. Describe your ability to ease the process for the City to make cash deposits.
    g) Describe your EFT/wire transfer department, where it is located, what the normal cut-off time is for outgoing transfers, and your incoming notification process. List any other EFT fees not specifically covered under the Pricing Matrix.
5. Overnight/Sweep/Interest-Bearing Products
    a) Discuss the sweep products available to the City including investment type, credit quality and interest rate basis.
6. Technology
    a) Provide a detailed description of the internet-based services provided in your banking portal including services and information that can be managed on-line. Include a discussion of the ability for the City to preview the portal in a demonstration mode prior to live implementation and the ability to access the system remotely. Note that short-listed banks may be asked to provide a live demonstration of online systems for the City's consideration in establishing the top-ranked proposal.
    b) Describe the process and timeframes for allowing new users, changing passwords and cancelling access.
    c) Describe any unique reporting, downloads or interface applications with external software, especially those used by the City: Tyler Technology ("INCODE"), Accela and RecTrack.
    d) Describe the process or requirements to allow the City to accept Credit Card payments on-line.
    e) Provide a list of specifications on the equipment required by the City to access your online services. This specification should include at least the following information:
        i. Operating System
        ii. Minimum memory

iii. Minimum hard disk requirements
iv. Communication specification
v. Browser Compatibility
vi. Connection speed
vii. Run time environment
viii. Additional hardware needed outside of currently owned equipment

f) The specification should include any additional information necessary to enable City to communicate electronically with the awarded Bank. Please provide a schedule of hours of operation for electronic services. List exceptions (if any) to the general schedule.
g) Provide a list of and cost for any equipment that will be leased or purchased by the City in relation to this scope of work. Provide any special supplies such as special paper or printer toners or ink that would be required.
h) State any other technology that would be available to the City.

7. Payroll Direct Deposit
   a) Describe your payroll direct deposit services.
   b) Describe the details of how your bank administers ACH services. Describe any limitations as far as participating financial institutions.
   c) Specifically state the day of the week and time ACH files must be transmitted by the City in order to guarantee payroll payments are available in employee accounts by 4:00 a.m. on Friday.
   d) The City transmits its payroll file via ACH. However, in the event of any technical issues or difficulties arising from the Bank's performance or lack thereof with respect to transmitting the payroll file, the City is requesting the flexibility to send the payroll file via wire as a contingency.
      i. Will the Bank waive all applicable wire fees in order to send the payroll file via wire in such an event?
8. Positive Pay/Full Reconciliation
   a) Provide a complete description of any positive payment programs your Bank may have. Include details and a listing of all fees (if any) in the pricing matrix.
9. Disaster Recovery Plan
   a) Describe your Disaster Recovery Plan and its ability to allow continuous service to the City.
   b) Describe any special services you can offer to help the City maintain operations during and after a disaster.
10. Employee Accounts
   a) The City employs youths in its recreational programs that might not have

a checking or savings account. Describe your ability to provide upon request employees (minors and adults) a checking and/or savings account for direct deposits with no minimum balance requirement and no maintenance fees.

11. Desired Services
    a) Describe your ability to offer the following services along with indicative pricing. Discuss how the services could be tailored for the City.
        i. Access to tax-exempt credit facilities and/or line of credit
        ii. Armored car service
        iii. Purchasing card service
        iv. Merchant card service
        v. Lockbox service
        vi. Smart safe services
12. Other Services
    a) Propose any new financial services, technologies, plans or practices deemed to be in the best interest of the City if not otherwise addressed in this Proposal.
13. Pricing
    a) Describe the process by which the interest rate to be paid will be calculated, and list the last six months applicable rates. Describe the process by which the interest will be applied to the General Operating Account. If applicable, state and indexes used in connection with floating rates.
    b) Complete Appendix A, Pricing Matrix.
    c) State any fees or costs not included in the Pricing Matrix even if such fees were included elsewhere in the proposal.

APPENDIX A – PRICING MATRIX

Required Service:	Monthly Fee	Per Item Fee
Account Maintenance – Operating Account		
Account Maintenance – Additional Accounts		
ACH Transaction		
ACH File Processing		
ACH Return		
Check processing per item		
Deposits per deposit		
EFT deposits per deposit		
Internal Transfer		
Client Analysis (if any charge)		
Research Request		
Returned Item		
Stop Payment		
Wire Transfer In		
Wire Transfer Out		
Electronic Deposit		
Positive Pay		
Other:		
(Attach sheet if necessary)		

Banking Services

Desired Services:	**Fee**	**Basis**
Lockbox Services		
Armored Car Services		
Merchant Card Services		
Purchasing Card Services		
Smart Safe Services		
Credit Facilities		
(Attach sheet if necessary)		

APPENDIX B – HISTORICAL DATA

(Most recent statements enclosed)

APPENDIX C – INSURANCE REQUIREMENTS

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification**

The proposer shall hold harmless, indemnify, and defend the City, its members, officers, and employees against any claim, action, loss, damage, injury (whether mental or physical and including death to persons or damage to property), liability, cost, and expenses of whatsoever kind or nature including, but not by way of limitation, attorneys' fees, and court costs caused by the negligent acts or omissions of the proposer, its agents, assigns, and employees.

2. **Insurance**

a. Without limiting its liability under the contract, the proposer shall procure and maintain at its sole expense during the life of the contract, insurance of the types, and in the minimum amounts stated herewith:
   - **Professional Liability**, including Errors and Omissions; limit $2,000,000 per occurrence.
   - **Comprehensive General Liability**, including Premises Operations, Products Completed Operations, Independent Contractors, and Contractual Liability; limit $1,000,000 per occurrence.
   - **Comprehensive Automobile Liability**; limit $1,000,000 per occurrence.
   - **Workers' Compensation**; as required by law.

b. The proposer's comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification.

c. Such insurance shall be written by a company licensed to do business in the State of Florida and satisfactory to the City. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City Manager.

d. The insurance shall provide the no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City.

e. The proposer shall provide a Certificate of Insurance identifying the City as an additional insured.

APPENDIX D – SWORN STATEMENT

PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: ____
(Print individual's name and title)

for: ____
(Print name of entity submitting sworn statement)

at: ____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

____
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

____
(SSN)

by the individual signing this sworn statement:

____
(Signature)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract

for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

   ___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO.

____
Signature

Sworn to and subscribed before me this _________day of _________________, 20____

Personally known _______ or produced identification _______

_________________________ Notary Public, State of _________________________

Type of Identification

My commission expires: _______________

____
(Printed, typed, or stamped commissioned name of Notary Public)

EXHIBIT "B"

[Bank's Proposal]

America's Most Convenient Bank®

Government Banking Services

Request for Proposal -
Banking Services

City of St. Pete Beach

July 20, 2018

Weldon Ledbetter, Vice President, Government Banking Relationship Manager
1560 N. Orange Ave, Winter Park, Florida 32789
Phone: (407) 622-3526 | Email: Weldon.Ledbetter@td.com

TD Bank
America's Most Convenient Bank®

July 20, 2018

Office of the City Clerk City of St. Pete Beach
Attn: Vincent Tenaglia, Administrative Services Director
155 Corey Avenue
St. Pete Beach, Florida 33706

RE: Comprehensive Banking Services

Dear Mr. Tenaglia:

On behalf of TD Bank N.A., we are pleased to present our proposal to the City of St. Pete Beach (SPB) for Banking Services. We are confident that our response meets all the requirements of the RFP and is competitively priced while providing the most advanced treasury management and legendary customer service.

TD Bank, America's Most Convenient Bank, is a member of TD Bank Group and a subsidiary of The Toronto-Dominion Bank, a top 10 financial services company in North America. We have been named the best bank for customer satisfaction in Florida by J.D. Powers…our third time in the past five years. In addition, TD Bank has been recognized by Global Finance as the safest bank in North America. At a time when many banks are cutting back, TD Bank continues to invest in innovative technology and the expansion of our branch network.

Government Banking Leader - Government Banking has been an important line of business at TD Bank for many years. We manage over $15 billion in public funds and are leaders in Government Banking in Maine, New Hampshire, Vermont, Massachusetts, New York, New Jersey, Pennsylvania and Delaware. The FDIC ranks TD Bank as the fourth largest holder of public deposits in the United States. Our commitment to Government Banking in Florida is just as strong, with TD Bank being ranked as the 3rd highest holder of qualified public deposits in the state. We continue to grow our Government Banking business in our newer markets of Maryland, Virginia and the District of Columbia. We commit numerous resources to provide an unparalleled banking experience to our clients.

Financial Strength and Stability – TD Bank is the 6th largest bank in North America. We have over $1.3 trillion dollars in assets and serve over 25 million customers operating around the globe. Global Finance identified us as one of the safest banks in the world. We are well known for our conservative risk management culture and are rated Aa2 by Moody's credit rating service. We have deep roots in the Florida community dating back more than 150 years. We are confident that the City of St. Pete Beach will find comfort in knowing that TD Bank is one of the world's strongest financial institutions and will be a safe and sound financial partner.

Legendary Customer Service – We at TD Bank are experiencing unprecedented growth as a direct result of our unsurpassed service and convenience model. We are open seven days a week with telephone access to a live person 24 hours a day 7 days a week. We will commit to providing the City of St. Pete Beach our superior ***WOW!*** Customer service along with a team dedicated to ensure a smooth transition of services.

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Our Team – A team of our finest professionals have been assembled to manage the City's relationship. Weldon Ledbetter, Vice President, Government Banking Relationship Manager has over 30 years of banking experience. Weldon will be the City's Relationship Manager and is authorized to legally bind TD Bank to this proposal. Joyce Tillman, Vice President – Senior Treasury Sales Officer has 15 years in the industry and Treasury Management experience. She will serve as the Treasury Officer for the relationship. Robert Catoe, Vice President – Senior Municipal Middle Market Lender will manage all the City's loan requests. Seana Lassiter and Lea Zimmerman will act as sales and service support for the City. Together, this team will be able to deliver to the City our Legendary ***WOW!*** Customer Service.

Financial Impact: Earnings Credit Rate (ECR) / Excess Interest Rate – In our recommended solution, our TD Municipal Advantage Checking account will provide the City maximum flexibility along with increased control to achieve the best possible return on funds. With our solution, the city will *not* pay banking service fees over the next 4 years. In this tailored solution, SPB will receive an Earnings Credit Rate with a "floor" of 1.60 basis points for the life of the contract. No fees will be applied so long as SPB maintains a monthly compensating balance of $680k. 100% of SPB's funds not required to off-set service fees will also receive a rate of 2.00%. Our proposal will provide the City of St. Pete Beach an estimated $954,999 in interest earnings in addition to saving approximately $151,187 implementation and banking fees over the next 4 years, creating a total financial impact of $1,106,186 for SPB. Given our highly competitive solution, we are confident that TD Bank will be your most innovative financial services provider.

The City of St. Pete Beach – ECR/ Rate Analysis

- A Substantial Net Benefit Over Incumbent Bank
- "Managed" Earnings Credit Rate (ECR) with a Floor of 1.60 Basis Points
- Competitive 2.00% Interest For Excess Funds
- No FDIC Assessment Charge For The Life Of The Contract
- Legendary Customer Service & Seamless Implementation of Services
- Customized, In-Person Training on All TD Bank Services
- Zero Rate Federal Reserve Requirement
- A $1,000 TD Bank transition supply credit (checks, deposit tickets, etc.)
- Waiving All Implementation Costs Related to the Transition

	Year 1	Year 2	Year 3	Year 4	Total
**Average Available Monthly Balance	**12,389,750.00**	**12,389,750.00**	**12,389,750.00**	**12,389,750.00**	
Annual Banking Fees	**0**	**0**	**0**	**0**	
****Annual Interest Earnings @ 2.00%**	**$238,750**	**$238,750**	**$238,750**	**$238,750**	**$954,999**

Four year Contract Benefit	
Interest Earnings @ 2.00%	**$954,999**
Waived Fees & ECR Benefit	**$151,187**
Total contract Benefit	**$1,106,186**

* SPB will not incur banking fees so long as the average monthly balance does not fall below$680k.
* The $680K balance is subject to change depending on the services SPB utilizes.
* Average available balance derived from statements, March 2018 thru April 2018.
* Assumes average monthly service fees of $898 for 4 years (48 months). TD Bank is providing an ECR of 1.60% to offset.
* Waived Reserve Requirement – provides an additional $25,221 a month in interest income benefit given average balance above.

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Implementation – Working side by Side with the City of St. Pete Beach - We at TD Bank are leaders when it comes to onboarding new Clients. Our Comprehensive implementation plan and documentation package is tailored to the City's specific service requirements. We will have in place a dedicated Implementation and Customer Service team to manage the City's multi-step conversion from beginning to end. Our Implementation process has been measured against rigorous criteria, referred to as TD ***WOW*** Standards. Our Implementation Group will maintain direct access to Sales, Customer Service, Product Management, Operations and Senior Management for driving the City's onboarding to completion. As a result the City of St. Pete Beach will experience consistent and responsive service that is provided with personalized attention.

At TD Bank, we are convinced that our innovative approaches and commitment to detail sets us apart from the competition. Our Government Banking team will work side-by-side with the staff of the City of St. Pete Beach to ensure your complete satisfaction. In addition, we pledge to keep you abreast of the latest developments relating to Banking Services.

Thank you for the opportunity to present our bid to the City of St. Pete Beach for Comprehensive Banking Services. TD Bank would welcome the opportunity to make a formal presentation of our credentials. We look forward to your favorable response.

Sincerely yours,

Weldon Ledbetter Sr.
Vice President, Government Relationship Manager
TD Bank, N.A.
Phone: (407) 622-3526
Email: Weldon.Ledbetter@td.com

TD Bank
America's Most Convenient Bank®

Table of Contents

TD Bank is qualified to meet the financial service needs of St. Pete Beach (also referred to as the City). Throughout our proposal, TD Bank will demonstrate its unmatched commitment to customer service, our knowledge and understanding of banking for our Governmental customers, our state-of-the-art treasury management products and services, our innovative approaches, and – most importantly – our desire to be your bank of choice. The following summarizes our proposal response:

Relationship Management, Customer Service, and Community Engagement

TD Bank prides itself on creating positive banking experiences for our Customers. The TD Bank team is here to help and will continue to deliver best-in-class service to the City while working to better the communities where we collectively live and work.

TD Bank realized years ago that Government entities have unique needs and require a higher level of customer service. In addition, TD Bank recognized that many of these entities had to comply with numerous statutes that dictated how they conducted their financial affairs. In order to meet these needs, Government Banking was developed. Our Relationship Team is well-versed in public finance and how to structure accounts and treasury management solutions that provide cost savings, maximize interest earnings, and simplify the way our Municipal Customers conduct business. Careful attention is paid to the details that matter, and our Government Bankers will provide on-going support to the City's employees. Periodic relationship reviews will be conducted to ensure that the City has the appropriate products and services and to keep staff abreast of new technologies and innovations in treasury management as well as other new services offered by the bank.

As Green As Our Logo

Our goal is to be an environmental leader. We strive to make the environment an integral part of "how we do things at TD" by focusing on the following key areas:

- Understanding the transition toward a low carbon economy
- Eco-efficiency in our business operations
- Supporting and enabling responsible financing and investing
- Providing customers with green banking choices

We're finding new and innovative ways to reduce the carbon footprint of our buildings. 180 of our facilities are LEED-certified, more than 110 of our North American sites have solar capacity, and we have two industry leading branches designed to be net-zero energy. Our green machines are truly green: we offset 100% of the emissions from the electricity we use in our ATM network with clean, renewable energy. We're helping to protect North American forests large and small. We collaborate with more than 1,000 environmental and community groups each year, protecting critical forest habitats, enhancing neighborhood parks, and supporting educational programs. Products, services, and business-related initiatives that contribute to the environmental goals of TD Bank include: contributing to a low carbon economy through reduction of greenhouse gas (GHC) emissions or reduction of energy usage; growing areas of protected critical forest habitat and enhancing urban green space; reducing paper usage; and using paper and wood products derived from sustainably managed forests.

About TD Bank

With more than 1,200 locations throughout the East Coast in the United States and 1,000+ locations in Canada, TD Bank has created a strong North American presence. In the United States, we employ more than 26,000 employees to deliver legendary service to our approximately 9 million Customers, providing a broad array of retail, small business, commercial, government, and corporate banking solutions. Our unique structure, financial stability, and focus on relationships rather than transactions enable us to outperform our peers significantly, even through challenging economic times.

Recent Awards and Accomplishments

TD Bank is part of the powerful TD (Toronto Dominion) Bank Financial Group (TDBFG) with the largest Store network of any bank operating in both the United States and Canada. TDBFG has maintained its position as one of the strongest banks in the world through past economic downturns and is prepared to maintain its strength going forward. In addition, *Bloomberg* ranked Toronto Dominion as "The Strongest Bank in North America" among the *Bloomberg* 20 Banks based on eight financial ratios equally weighted.

TD Bank has developed and successfully implemented a business model that has changed the way individuals, businesses, higher education institutions, and government entities bank throughout our footprint. Our innovations in banking have made TD Bank the fastest growing bank in America. We are excited and confident that our unique approach to banking will provide numerous benefits to the City.

TD Bank Quick Facts

- $313 billion in assets*
- $265 billion in deposits*
- $150 billion in loans*
- $20.4 million in charitable donations (2017)
- ~9 million customers*
- ~26,000 employees*
- 1,250 US locations*
- Credit Ratings (US): Moody's Aa2 / S&P AA-*

Environmental Stewardship

- Opened the nation's first net-zero energy bank location that produces more electricity on site than it consumes
- First large North American bank to be carbon neutral
- Purchases renewable energy credits for 100% of the electricity consumed by our Stores, ATMs, and operations

**information as of 04/30/18*

Safety and Soundness

TD Bank is a financially strong, committed banking partner for businesses and individuals alike. Our conservative banking practices have enabled us to avoid the credit issues that other banks have experienced while enhancing our banking services and innovations. While others faltered, we remained profitable and continued to grow and support the credit and treasury management needs of our Customers.

An Important Decision

At TD Bank, we bring our Customers the global capabilities of one of the world's strongest banks, delivered by local teams with specialized expertise in the communities we serve. TD Bank is large enough to meet all of the City's needs; however, we're flexible enough to work with you to develop approaches that satisfy unmet needs or those that will arise in the future. Combined, these factors make TD Bank the ideal choice as the City of St. Pete Beach's banking partner.

Qualification

Responding banks must:

- Be a financially sound Federal or Florida-chartered bank;

  TD Bank is a financially sound Federal Chartered bank.

- Be a member of the Federal Reserve System;

  TD Bank is a member of the Federal Reserve System.

- Be a Qualified Public Depository (QPD) in conformity with the Florida Security for Public Deposits Act (Chapter 280 Florida Statutes);

  TD Bank is a Qualified Public Depository in conformity with the Florida Security for Public Deposits Act. Please refer to Appendix 4 which contains TD Bank's QPD Certificate.

- Have a branch located within 10 miles of St. Pete Beach City Hall at 155 Corey Avenue, St. Pete Beach, Florida 33706;

  TD Bank offers a number of nearby Store locations to service the City:

TD Store Address	Mileage
3655 50th Ave S, St. Petersburg, FL 33711	6.6
1275 Pinellas Bayway S, Tierra Verde, FL 33715	6.8
8040 Bryan Dairy Rd, Largo, FL 33777	10.2

- Have the capability of performing all of the required duties specified in this RFP;

  TD Bank is capable of performing all of the required duties specified in this RFP.

- Have available an adequate number of qualified staff to provide the services specified in this RFP;

  Weldon Ledbetter will be the City's dedicated Relationship Manager and will be assisted by a Relationship Team. Please refer to the Designated Contact section for more information.

- Provide references for clients similar in size and scope to the City;

Client Name:	City of Satellite Beach
Contact Person:	Suzanne Sherman, Asst. City Manager
Address:	565 Cassia Blvd. Satellite Beach, FL 32937
Phone Number:	(321) 773-4407
Services Provide:	Full Operating services, including Payroll, ACH, Positive Pay with full Recon, Wires, e-Treasury online services,
Length of Time:	1 Year 6 months
Email Address:	ssherman@satellitebeach.org

Client Name:	Highlands County Clerk Of Court
Contact Person:	Jerome Kawaboski, Finance Director
Address:	600 S. Commerce Ave. Sebring, FL 33870
Phone Number:	(863) 402-6500
Services Provide:	Full Operating services, including Payroll, ACH, Positive Pay with full Recon, Wires, e-Treasury online services,
Length of Time:	5 Years
Email Address:	jkaszubowski@hcclerk.org

Client Name:	City of Daytona Beach
Contact Person:	Patricia Bliss, CFO
Address:	301 S Ridgewood Ave Daytona Beach FL 32114
Phone Number:	(386) 671- 8060
Services Provide:	Full Operating services, including Payroll, ACH, Positive Pay with full Recon, Wires, e-Treasury online services,
Length of Time:	2 Years
Email Address:	Blissp@codb.us

- Be able to provide full-service web-based banking products and balance reporting services with quick access to online statements;

  TD eTreasury is our full-service web-based banking and balance reporting service. TD eTreasury provides immediate access to a rolling 18 month history of bank statements and 12 month history of account analysis statements.

- Honor all checks drawn upon City accounts should the City experience an overdraft in that particular account;

  Overdrafts are closely monitored by the Relationship Manager who has the ability to authorize the payment of the related items and waive an occasional overdraft for accounts that are typically handled in a satisfactory manner. We recognize that overdrafts do occur on occasion and we are willing to work with the City if such an event does occur.

The Relationship Manager or other bank representative will contact the City first thing in the morning during normal business days to determine how the overdrawn items will be funded. In the event that bank error results in an overdraft, the situation will be promptly communicated to the City and we will ensure that outstanding transactions are satisfied and that no additional charges are incurred as a result.

- Be able to provide daily reporting for all transactions on the City's accounts; and

  TD eTreasury will provide the City real-time balance reporting and is constantly updated throughout the day. The Information Reporting module provides account number, account name, ledger date, view details, opening available balance, one day float, total debit amount, total credit amount and closing ledger balance. Under "View Details", the City will be able to view all account transactions including BAI code, SWIFT code, transaction description, transaction detail, amount, debit/credit indicator, bank reference, customer reference and images (deposit ticket, deposited items and checks paid).

  The following reports are available through TD eTreasury: Incoming ACH Details, Multi-Day Statement, Wire Confirmation Summary, Wire Confirmation Detail, Controlled Disbursement Detail, Controlled Disbursement Summary, ACH Detail, ACH Summary, Current Day Combination, Current Day Detail New Items, Current Day Detail, Current Day Summary, Paid Check, Prior Day Detail No Check, Prior Day Combination, Prior Day Detail, Prior Day Summary and many more customizable reports. TD eTreasury does have an automated report delivery feature that allows reports within eTreasury to be e-mailed to anyone within the organization.

- Provide flexibility as to the number of accounts and price such additional accounts as stated in the response to this RFP.

  TD Bank acknowledges and agrees to the above.

Firm Background

a) Provide a brief summary of the firm including year of establishment, market presence, capitalization, credit ratings and banking services provided. Describe nearby office locations and the ability of the Bank to serve the City.

TD Bank, N.A. is a National Association that is a wholly-owned subsidiary of TD Bank US Holding Company which is in turn an indirect, wholly-owned subsidiary of the publicly owned TD (Toronto-Dominion) Bank Group of Toronto (TDBFG), Canada, a top 10 financial services company with the largest branch network of any bank operating in both the United States and Canada.

Headquartered in Toronto, Canada, with more than 83,400 employees in offices around the world, The Toronto-Dominion Bank and its subsidiaries are collectively known as TD Bank Group. TD offers a full range of financial products and services to approximately 25 million customers worldwide through three key business lines:

- Canadian Retail including TD Canada Trust, Business Banking, TD Auto Finance (Canada), TD Wealth (Canada), TD Direct Investing and TD Insurance
- TD Bank, America's Most Convenient Bank, TD Auto Finance (U.S.), TD Wealth (U.S.) and TD's investment in TD Ameritrade
- Wholesale Banking including TD Securities

TD had CDN$1.3 trillion in assets on April 30, 2018. TD also ranks among the world's leading online financial services firms, with ~12 million active online and mobile customers. The Toronto-Dominion Bank trades on the Toronto and New York stock exchanges under the symbol "TD" and prides itself as one of the strongest financial institutions in the world with a AA- rating from Standard and Poor's and an A2 rating from Moody's. TD's financial strength and stability has enabled our Customers to rely on the Bank as a consistent source of capital and benefit from our continued investment in people and product capabilities.

The Toronto-Dominion Bank is a chartered bank subject to the provisions of the Bank Act (Canada). It was formed on February 1, 1955 through the amalgamation of The Bank of Toronto, chartered in 1855, and The Dominion Bank, chartered in 1869.

TD Bank, America's Most Convenient Bank®, is one of the 10 largest banks in the U.S., with more than 26,000 employees and deep roots in the community dating back more than 150 years. We offer a broad array of retail, small business, and commercial banking products and services to more than 9 million Customers through our extensive network of more than 1,200 convenient locations throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas, and Florida. Our unique model, financial stability, and relationship focus have enabled us to aggressively acquire market share, grow our loan, deposit, and treasury management portfolios, and significantly outperform our peers even through challenging economic times.

The company first opened its doors as Portland Savings Bank in Portland, Maine, in 1852, and later grew through a series of mergers and became Peoples Heritage Bank in 1983. At the turn of the millennium, the opportunity for growth presented itself again as Peoples Heritage Bank, through several acquisitions, expanded deeper into New England and took the name Banknorth.

Meanwhile, Cherry Hill, New Jersey-based Commerce Bank was turning Customers into fans as America's Most Convenient Bank. Founded in 1973, Commerce Bank expanded rapidly over the next 30 years into metro New York and Philadelphia, Washington D.C., and South Florida, winning new Customers with WOW! service and convenience.

In 2004, Banknorth caught the eye of TD Bank Group of Toronto, Canada, a top 10 financial services company in North America. TD Bank Group soon became Banknorth's majority shareholder and the company became known as TD Banknorth. TD Bank Group completed its purchase of TD Banknorth in 2007. Looking to expand further in the U.S., TD Bank Group acquired Commerce Bank on March 31, 2008, and the company rebranded as TD Bank, America's Most Convenient Bank. TD Banknorth locations followed suit in September 2009, completing the merger of the two companies and uniting them under the TD Bank brand name. On September 30, 2010, The South Financial Group, Inc. was acquired by TD Bank Group, and its subsidiary Carolina First Bank merged with TD Bank. Carolina First Bank in North and South Carolina and Mercantile Bank in Florida were rebranded in June 2011.

Today, TD Bank, America's Most Convenient Bank®, remains focused on delivering award-winning customer service and hassle-free products to customers from Maine to Florida.

TD Bank, N.A.			
	DBRS	**Moody's**	**S&P**
Long Term Deposits	AA (low)	Aa2	AA-
Long Term Debt	AA (low)	A2	AA-
Subordinated Debt	A (high)	-	A
Short Term Debt (Deposits)	R-1 (mid)	P-1	A-1+
Outlook	Stable	Stable	Stable

Information as of April 19, 2018

TD Bank offers a number of nearby Store locations to service the City:

TD Store Address	Mileage
3655 50th Ave S, St. Petersburg, FL 33711	6.6
1275 Pinellas Bayway S, Tierra Verde, FL 33715	6.8
8040 Bryan Dairy Rd, Largo, FL 33777	10.2

b) Provide a holiday schedule for the current year.

New Year's Day	Monday, January 1
Martin Luther King, Jr. Day	Monday, January 15
Easter Sunday	Sunday, April 1
Memorial Day	Monday, May 28
Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Thanksgiving Day	Thursday, November 22
Christmas	Tuesday, December 25

Include audited financial statements in an Appendix to the Proposal.

TD Bank has included a CD-ROM containing our 2017 audited financial statements within the Original binder of this submission.

c) Provide at least three references from cities similar in size and scope to the City.

Client Name:	City of Satellite Beach
Contact Person:	Suzanne Sherman, Asst. City Manager
Address:	565 Cassia Blvd. Satellite Beach, FL 32937
Phone Number:	(321) 773-4407
Services Provide:	Full Operating services, including Payroll, ACH, Positive Pay with full Recon, Wires, e-Treasury online services,
Length of Time:	1 Year 6 months
Email Address:	ssherman@satellitebeach.org

Client Name:	Highlands County Clerk Of Court
Contact Person:	Jerome Kawaboski, Finance Director
Address:	600 S. Commerce Ave. Sebring, FL 33870
Phone Number:	(863) 402-6500
Services Provide:	Full Operating services, including Payroll, ACH, Positive Pay with full Recon, Wires, e-Treasury online services,
Length of Time:	5 Years
Email Address:	jkaszubowski@hcclerk.org

Firm Background

Client Name:	City of Daytona Beach
Contact Person:	Patricia Bliss, CFO
Address:	301 S Ridgewood Ave Daytona Beach FL 32114
Phone Number:	(386) 671- 8060
Services Provide:	Full Operating services, including Payroll, ACH, Positive Pay with full Recon, Wires, e-Treasury online services,
Length of Time:	2 Years
Email Address:	Blissp@codb.us

Designated Contact

Provide the name and contact information for the designated contact for the City's account. Include a current resume including position, length of service with the Bank, and a summary of professional experience. Provide similar information for any other personnel who will provide service to the City specifically including a technology contact, a disaster contact and a contact number for after-hours service.

Weldon Ledbetter will be the City's dedicated Relationship Manager and will be assisted by a Relationship Team. The City can contact any member of its relationship team at any time. This relationship team, in addition to providing consultative advice and product recommendations, is charged with ensuring that the City's service needs are met and exceeded. TD Bank prides itself on the service accountabilities for all its employees.

The City's Relationship Manager accepts responsibility for every aspect of servicing the City's accounts. TD Bank's Relationship Managers are available 24 hours a day, 7 days a week, by cell phone or email and are available to meet at the City's convenience. Providing multiple service points are just one of the many ways TD Bank provides its customers with the legendary service that has become the Bank's hallmark. TD Bank is pleased to introduce the City's relationship management team.

Weldon Ledbetter, Vice President
Government Banking Relationship Manager
1560 N Orange Ave
Winter Park, FL 32789
Phone: (321) 954-0885
Email: Weldon.Ledbetter@td.com

Weldon Ledbetter will be the Account Executive for the City. Mr. Ledbetter is Vice President of TD Bank's Government Banking Department for Central Florida. As such, he will have the authority to manage the City's accounts effectively and efficiently. Weldon has over 30 years of experience in the financial service industry. He has worked in various departments within the industry with his primary focus being in Retail Banking, Corporate Responsibility, Commercial Banking, Small Business Lending, and Operations. Weldon attended the University of Oklahoma where he received his Bachelor's degree in Business Administration.

Weldon is considered a trusted advisor by his peers and fellow executives throughout the industry. He currently manages relationships such as Highlands County, Polk County, Orlando Housing Authority, Sarasota County, City of Titusville and many others. Weldon has been involved with a number of community and civic organizations including the United Way as a Financial Panel member, Board Director for A Special Wish Foundation, Project Business Consultant for Junior Achievement, Board Chairman Frontline Outreach, Consultant for Black Family Today Magazine, Orange County Task Force Member, Board Chairman for the Homebuyers Collaborative of Central Florida, and other similar organizations that help improve the health and quality of life for citizens of Central Florida. Weldon has received several awards for his involvement in community service and was recognized as Top Achiever for Central Florida by the Orlando Sentinel.

Designated Contact

Seana Lassister
Assistant Vice President, Government Banking Specialist
1560 Orange Avenue
Winter Park, Florida 32789
Phone: (407) 622-3538
Fax: (866) 710-7323
Email: Seana.Lassister@td.com

Seana Lassiter will provide dedicated administrative support to the City, and is fully competent to administer daily account maintenance functions and oversight in support of your primary Relationship Manager, Weldon Ledbetter. Seana is a graduate of the University of West Indies and has received her Master's Degree in Business Administration from Nova University. She has a diverse background in customer service and banking and will support the onboarding and new account(s) opening for the City.

Joyce A. Tillman, Vice President
Senior Treasury Management Sales Officer
2307 West Kennedy Boulevard
Tampa, FL 33609
Phone: (813) 250-3047
Email: Joyce.Tillman@td.com

Joyce A. Tillman is a Vice President in the Corporate Products & Services area for TD Bank and a Senior Treasury Management Sales Officer in Florida. Joyce has over 15 years in the banking and financial services industry. Joyce recently joined TD as Tampa's newest sales officer supporting sales efforts in the Tampa / St. Petersburg markets and surrounding counties. She is responsible for Treasury Management sales supporting all Commercial, Middle Market, Government & Non-profit lines of business.

Joyce is responsible for consulting, process mapping, creating and delivering working capital solutions and advising on existing and new Treasury Management solutions. Her expertise crosses many verticals such as Manufacturing, Retail, Government Banking, Industrial, Food & Beverage, Technology and Transportation where she generates bank revenue and optimizes client efficiency. She is an effective negotiator and has contributed to retaining large depository relationships.

Joyce has a Master Degree in Labor & Employment Relationship and a Bachelor Degree in Business Administration both from the University of Cincinnati. She is also actively involved with the local Tampa AFP Chapter.

Designated Contact

Lea Zimmerman
Assistant Vice President, CTP, Treasury Management Sales and Service Specialist
9715 Gate Parkway
Jacksonville, FL 32246
Phone: (904) 265-0417
Fax: (904) 265-0297
Email: Lea.Zimmerman@td.com

Lea Zimmerman is an Assistant Vice President for TD Bank in Treasury Management Sales Support, supporting the District Sales Manager and the North Florida Treasury Management Sales Officer. Lea has over 25 years of experience in the banking industry and over 4 years as a Cash Management practitioner. Her banking background includes extensive experience in International Banking and Trade Finance. She obtained her CTP (Certified Treasury Professional) certification in 2000 through the Association for Financial Professionals and has been active throughout the years since receiving certification, inclusive of serving as a Board member at the local AFP level as Treasurer.

As a community volunteer, Lea has served on the Finance Committee, including one year as Finance Chair, for St. Paul United Methodist Church in Jacksonville, and currently serves on the Nominations Committee, selecting and recruiting leadership team members.

Treasury Management Service Support (TMSS)

The City will also have access to our dedicated Treasury Management Service Support (TMSS) Team who services only Treasury Management Customers. When a Treasury Management Service Support representative answers the phone, they own the inquiry. A live person will always answer the phone: voice mail is not an option. TMSS can also be reached via email at TMSS@td.com. Online inquiries receive a same-day response.

TMSS can be contacted at (866) 475-7262 and is operational Monday through Friday 7:30 a.m. to 8:00 p.m. EST, Saturday from 7:30 a.m. to 4:00 p.m. EST, and Sunday 11:00 a.m. to 3:00 p.m. EST.

a) All returned checks due to insufficient funds will be automatically re- deposited a second time. Please include your charge (if any) for this item. If a check is returned a second time, the Bank will return the check to the City.

Return items can be automatically re-deposited. Checks that have been deposited and returned can be presented for payment a second time. TD provides an automatic re-deposit service for dishonored items.

Customer profile/special instructions will dictate criteria for which items are eligible for redeposit and also provides a specified dollar value. Dishonored items are only eligible for re-deposit once.

Please refer to the Pricing section for fee information.

b) Discuss your process for stop payment instructions and implementation.

TD eTreasury offers the City the capability of inquiring, cancelling, and placing stop payments on checks. The City may place stop payments on single or bulk checks and/or transactions. Stop payments can also be made over the phone and in any of our stores and are effective immediately if placed before the 8:00 p.m. EST deadline. TD eTreasury will verify if a check has been paid before processing the stop payment request.

For the entering of stop payments of non-sequentially numbered checks, TD eTreasury provides a multiple entry screen for up to ten items. In addition with Stop Payment capabilities offered through TD eTreasury, the City may utilize TD Positive Pay services for monitoring checks.

c) Include samples of a monthly bank statement and analysis statement.

Please refer to Appendix 3 which contains sample bank and analysis statements.

Deposits and Funds Availability

a) Provide the Bank's availability schedule for deposits.

TD Bank maintains a unique availability policy. There are no complicated availability schedules and no special pricing tables. We credit deposits as processed with next day availability. Checks drawn on TD Bank receive immediate availability when deposited at a store location. For all other checks deposited before 8:00 p.m. EST at a store location, the City will receive $100.00 credit the day of the deposit and the remainder of the deposit is generally available to the City no later than the next business day.

Checks deposited via remote capture before 9:00 p.m. EST receive same day credit with next day availability.

b) Describe your ability to lock all bank accounts from ACH debits from outside sources, with the exception of the Internal Revenue Service and the Florida Department of Revenue.

TD Bank offers fraud control for ACH transactions. TD ACH Fraud Control services provide the City with effective tools to control the ACH transactions that post to the City's accounts. Our most comprehensive solution, ACH Positive Pay, lets the City create filters to specify allowable ACH transactions using TD eTreasury, our corporate online banking solution.

ACH items received that do not match the City's filter criteria are presented via TD eTreasury, allowing the City to accept or return the items. ACH Positive Pay also gives the City the ability to update existing filters online to minimize future exceptions.

With ACH Block and Filter service, the City will give the Bank instructions to restrict all ACH activity on the City's account, or specify the transactions that should be paid automatically. Upon receipt of the City's instructions, we will begin monitoring the City's accounts and return ACH items that do not meet predefined criteria. The City won't need to do anything further once you've defined block or filter criteria – items will be paid or returned automatically by the Bank based on the City's instructions.

TD Bank provides the following levels of filtering to allowable transactions:

- Authorized entity or company ID (originator)
- Type of transaction (debit, credit, or both)
- Expiration date
- Amount or maximum amount
- One-time / recurring

Please refer to the proforma located in the Pricing section of this proposal for pricing details.

c) Describe your ability to mask ABA and account numbers for incoming wires.

While TD Bank does not offer a UPIC, we do offer a comprehensive suite of fraud control solutions to help the City protect its accounts including ACH Blocks, Filters, ACH Positive Pay, and Check Positive Pay. Our Clients have found these tools to be very effective in guarding against unauthorized transactions, whether fraudulent or erroneous. We also encourage the City to leverage industry best practices for securing account information and preventing fraud such as daily review of account transactions to ensure return requests are made within the allowable time window, limiting received ACH transactions, segregating certain transactions to specific accounts with minimal funds availability, etc. We would be delighted to discuss these options with the City in greater detail.

d) Describe your process and options for providing daily balance reporting notifications.

TD eTreasury offers two types of email notifications. The first is categorized as an Alert. This is an email notification advising of an action to be taken or a transaction that has occurred. Minimal information is included with an Alert, and a user will need to log in to TD eTreasury to take appropriate action. The second type is Automated Report Delivery (ARD). This service allows a user to receive a PDF via email. A user may configure the PDF to contain the data of any information or payment report (standard or customized) without logging into TD eTreasury.

e) Describe your Remote Deposit Capture capabilities.

TD Bank offers Remote Image Deposit services known as "TD Digital Express." TD Digital Express simplifies the daily collection process by converting consumer and corporate checks to electronic transactions in office and field locations. Additionally, if the City needs to process corporate vendor payments, the check scanners capture the image of the documents and deliver the electronic payment information through the banking network. Some of the features of TD Digital Express include:

- History retention of 45 days
- Export capability of standard reports in CSV and PDF formats
- Unlimited number of accounts per entity
- Virtual endorsement on checks
- System availability 24-hours a day, seven days a week
- Same-day credit on deposits received up until 9:00 p.m. EST and next business day credit for those received after 9:00 p.m. EST
- Multiple scanners to choose from based on volume

f) The City currently collects cash in City Hall, at the Library and at the Recreation Center. Describe your ability to ease the process for the City to make cash deposits.

TD Bank offers Currency Processing Services:

Protect the City's employees and deposits by subscribing to TD Bank's Currency Processing Services. Through our partnership with highly experienced Armored Courier vendors, the City's deposits can safely and efficiently reach its bank account.

- Established fleet of bonded drivers through one of four major providers
- Flexible scheduling may be possible
- Next day delivery of currency/coin orders submitted by 11 a.m. EST
- Video surveillance systems monitor all processing
- High speed currency and coin counting equipment for optimum efficiency
- Automated touch tone phone system for change order requests

Benefits for TD Currency Processing Services include:

- Fewer trips to the Bank
- Potentially fewer outlying bank relationships
- Reduced risk to employees
- Same day posting of cash deposits
- Greater reliability, safety and security

The City may also consider utilizing TD Smart Safe:

Smart Safe with Advanced Credit provides the security of a traditional safe with the technology of communicating the daily deposit activity for credit on US cash accepted into the safe. Advanced Credit allows the Customer to minimize the frequency of armored car visits while continuing the daily credit process for funds secured in the safe. If the City has a coin or check deposit, the armored carrier will accept these deposits on your scheduled day of service for processing.

Benefits

- Reduces the need for daily armored service pickups
- Spend less time counting and preparing a deposit
- Improves the personal safety and security associated with transporting deposits to the bank
- Eliminate the need for deposit adjustments caused by miscounted cash
- Limits the opportunity for internal theft

g) Describe your EFT/wire transfer department, where it is located, what the normal cut-off time is for outgoing transfers, and your incoming notification process. List any other EFT fees not specifically covered under the Pricing Matrix.

TD Bank maintains two wire transfer operations centers located in Mt. Laurel, New Jersey for domestic wire support and Burlington, Vermont for international wire support. Both wire transfer operations centers are fully staffed from 8:00 a.m. to 6:00 p.m. EST - Monday through Friday.

TD Bank's Treasury Management Services Support Team supports the Wire Transfer Department for customer inquiries. TMSS can be contacted at (866) 475-7262 and is operational Monday through Friday 7:30 a.m. to 8:00 p.m. EST, Saturday from 7:30 a.m. to 4:00 p.m. EST, and Sunday 11:00 a.m. to 3:00 p.m. EST.

Cutoff times for Wire Initiation are as follows:

The cut-off times for same-day wires initiated via eTreasury are below:

Wire Type	Same-day Cut-off
Domestic Fedwire	5:00 p.m. EST
International USD	5:00 p.m. EST
International FX	3:00 p.m. EST

Wire Type	Same-day Cut-off
Domestic Fedwire	5:00 p.m. EST
International USD	2:00 p.m. EST
International FX	2:00 p.m. EST

TD eTreasury provides detailed reporting for the receipt of incoming wires. Users can set alerts to inform of when incoming wires are posted to City accounts.

TD Bank has included all applicable costs related to wire transfers on the Pricing Matrix located in the Pricing section of this Proposal.

a) Discuss the sweep products available to the City including investment type, credit quality and interest rate basis.

TD Bank's preferred method of payment of overnight interest is via our Government Interest Bearing Checking account products. TD's interest on checking accounts pay competitive rates of interest on all collected/available funds on deposit. Our accounts are fully collateralized per Florida Banking Statute 280. TD Bank recommends the City use our Municipal Advantage Account. This account offers:

Earnings Credit

The Municipal Advantage Account receives an earnings credit rate on balances available for services. Balance available for services is defined as the average collected balance maintained in all combined accounts less reserve requirement(s). No charges will be incurred as long as the earnings credit sufficiently covers the services required. If there are insufficient balances to cover the cost of services, then the designated account will be charged for those services.

Interest

100% of the excess balance on all combined accounts earns interest. The City can choose to allocate interest to individual accounts or all interest to one lead account each month. Interest is posted when the City's analysis statement is rendered mid-month.

a) Provide a detailed description of the internet-based services provided in your banking portal including services and information that can be managed on-line. Include a discussion of the ability for the City to preview the portal in a demonstration mode prior to live implementation and the ability to access the system remotely. Note that short-listed banks may be asked to provide a live demonstration of online systems for the City's consideration in establishing the top-ranked proposal.

TD eTreasury®, TD Bank's state-of-the-art corporate online-banking system for information reporting and transaction initiation, is a highly customizable web-based tool which provides efficient features for immediate access to account information. The City will be able to conveniently access to view and initiate/approve transactions from any location with internet access. Some of the system's beneficial features include:

- Current and Prior-day Balance and Transaction Reporting
- Online images of paid checks, deposit items, deposit tickets, debit/credit memos, and return items
- Standard 365-day history
- Extended seven years of images available
- Customizable Dashboard
- Convenient eLearning Tool for all online modules
- Custom Alerts and Favorite Reports
- Real-Time Book and Loan Transfers between accounts
- Real-Time Placement of Stop Payments
- Recurring Payments
- ACH Origination including Tax, Child Support, and International (IAT) transactions
- Domestic and International Wire Initiation
- Positive Pay Reporting and exception management with Payee Verification
- Standard and Custom Bank Reports
- Controlled Disbursement Reporting
- ACH Return, NOC, and EDI Reporting
- E-Statements – both bank statements and analysis statements
- Cash Position Worksheet
- Monthly Float information and reports
- Advanced export capability
- Multi-bank balance and transaction reporting available

The City is welcome to visit our Treasury Management website and preview a video of TD eTreasury at:

http://www.tdbank.com/business/treasury-management.html

The video shortcut for TD eTreasury is provided on the right side of the website. TD Bank can provide live demonstrations of TD eTreasury upon request.

Card Processing - TD Bank Merchant Solutions offers one of the most current online payment gateway options in the industry, Payeezy. Payeezy is a comprehensive and versatile eCommerce solution that enables the City to create an efficient customer experience on your website by offering more payment options, security features and simple integration.

TD Bank Merchant Solutions can provide the City access to a demonstration mode prior to live implementation and the ability to access the system remotely.

b) Describe the process and timeframes for allowing new users, changing passwords and cancelling access.

TD Bank employs industry best practices and beyond with regards to system security, data encryption, and monitoring through TD eTreasury. We employ 2048 bit-encryption and Secure Socket Layer (SSL) protocols and our online platform is DMZ protected.

Along with Company IDs, User IDs, passwords, and Dual Control authorization, the Administrator at the City's site establishes and maintains individual user access and user profiles. All user maintenance is processed in real-time and is effective immediately (set-up, modification, and deletion).

City designated Administrator will have the following authorization features in place:

- Establish the level of user access
- Can assign users daily dollar limits per item/per batch/per day for ACH, Wire Transfers and Book Transfers
- Dual Control is required for all wire and ACH transactions
- Dual Control can be added for all internal transfers, if preferred
- Determines Wire Transfer and ACH transaction approval requirements
- Can disable and add users real-time
- Controls the system
- Dual Control can be added on system administrator functions, if preferred

Users are also added and deleted by the City's designated Administrator. The process to add and delete users on TD eTreasury is very simple, quick, and occurs in real-time. The process is highlighted in the eLearning functionality on TD eTreasury.

User lockout occurs after three incorrect login attempts per session. This security feature is pre-set within TD eTreasury and cannot be manually edited. User lockout requires Program Administrator intervention to reset and would not require direct approval or assistance from a TD Bank representative. Users are logged out of the system after 15 minutes of inactivity. This security feature is pre-set within TD eTreasury and cannot be manually edited.

Card Processing - Our online gateway Payeezy allows the administrator to add and cancel access.

c) Describe any unique reporting, downloads or interface applications with external software, especially those used by the City: Tyler Technology ("INCODE"), Accela and RecTrack.

TD Bank has built system integrations to numerous General Ledger and Accounts Payable systems, including those used by the City. TD Bank regularly implements customized interfaces with our customers' accounting platforms. The Implementation team will request samples of required file formats for review with our technical resources. The review will determine the best approach for accomplishing the interface. Our team will then work with the City's technical staff to create and test sample files and communication mediums during the remaining stages of the implementation.

Card Processing - In addition to Payeezy, TD Bank Merchant Solutions supports nearly 1,000 alternative online payment gateways - which includes commonly used platforms by local governments.

TD Bank Merchant Solutions can integrate with Tyler Technology and RecTrack.

TD Bank Merchant Solutions leverages First Data, the industry's leading card processor. Please contact your software providers for further details on First Data compatibility.

d) Describe the process or requirements to allow the City to accept Credit Card payments on-line.

Card Processing - TD Bank Merchant Solutions offers one of the most current online payment gateway options in the industry, Payeezy. Payeezy is a comprehensive and versatile eCommerce solution that enables the City to create an efficient customer experience on the City's website by offering more payment options, security features and simple integration.

Payeezy also offers a number of processing capabilities via a regularly updated online marketplace.

Payeezy offers multiple interface options to meet all the City's Card Not Present requirements, including large ticket, Level III processing and recurring transaction setup.
Key Components of Payeezy include:

- Over 70 shopping cart functions to choose from
- Variety of checkout solutions
- Real time access to transaction info
- State of the art security that helps protect every payment
- User friendly interface

Our Payeezy Gateway solution can pass Level II and Level III data for Visa and MasterCard, and supports Level II data for American Express with commercial card transactions.

Virtual Terminal

Payeezy also enables the City to key in and process transactions using any computer (or smart device) with an internet connection. The City will gain access to real-time validation of transactions, insightful reporting, and all the card compatibility the City's business requires. The virtual terminal solution enables large ticket processing and recurring transaction capability.

e) Provide a list of specifications on the equipment required by the City to access your online services. This specification should include at least the following information:

i. Operating System
ii. Minimum memory
iii. Minimum hard disk requirements
iv. Communication specification
v. Browser Compatibility
vi. Connection speed
vii. Run time environment
viii. Additional hardware outside of your currently owned equipment

TD eTreasury is a highly customizable web-based tool which provides efficient features for immediate access to account information. The City will be able to conveniently access the website and initiate transactions from any location with internet access. TD eTreasury requires the following minimum system configuration:

- Windows Operating System
- Recommended browsers are Microsoft Internet Explorer 8.0 or above, Firefox 3.6 or above; Safari 5.0 or above; Google Chrome 6.5 or above

Card Processing - Based on the City's needs; TD Bank Merchant Solutions is recommending the following innovative point of sale devices:

Clover Flex

Our hand-held device accepts all payments: credit, debit, EMV Chip cards, NFC payments, Apple Pay, Google Pay, and gift cards. Small in size, Clover Flex is built to do business wherever you are. Easy to take with you and easy to hand to customers- they can dip, swipe, tap, enter a pin and sign, whether in line, in the aisle, or at the table. And its built-in receipt printer and scanner ensure Clover Flex delivers the ultimate in flexibility.

Clover Mini
Using a Wi-Fi connection, The Clover Mini is sleek and flexible while still accepting all kinds of payments without additional equipment or software.

f) The specification should include any additional information necessary to enable City to communicate electronically with the awarded Bank. Please provide a schedule of hours of operation for electronic services. List exceptions (if any) to the general schedule.

TD eTreasury is accessible 24-hours a day with up-to-the-minute reporting of account information for the convenience of the City; however, please be advised of the cut-off times for same-day processing of ACH, Book, and Wire transfer through our online portal.

TD Bank does not process ACH transactions after 8:00 p.m. EST. Files received after 8:00 p.m. EST will be processed the morning of the next business day.

Book transfers may be initiated via TD eTreasury until 11:00 p.m. EST for same-day credit. Book transfers initiated after 11:00 p.m. EST will be processed the morning of the next business day.

Wire initiation is also available 24-hours a day; however, the cut-off time for same-day domestic wires initiated via TD eTreasury is 5:00 p.m. EST. Wire transfers initiated after 5:00 p.m. EST will be processed the morning of the next business day.

The cut-off time for same-day international wires initiated at a store location is 3:00 p.m. EST.

g) Provide a list of and cost for any equipment that will be leased or purchased by the City in relation to this scope of work. Provide any special supplies such as special paper or printer toners or ink that would be required.

Please refer to the Pricing section of this proposal for a complete list of potential fees.

h) State any other technology that would be available to the City.

TD eBill Solution is a Receivables and Payment product that enables our Customers to offer their consumers and businesses the ability to view an electronic bill and make an electronic payment from their website.

By alleviating the need to print and mail bills and providing the City's customers the ability to view their bill and pay it electronically using either ACH or Credit Card, the business biller is able to reduce operating costs and improve cash flow.

The benefits of TD eBill Solution extend beyond electronic payments in ways that translate into reduced operating costs and improved visibility over the City's receivables.

- Improve customer service by using reports and tools to research payments.
- Upload payment received details to your A/R system to streamline research and reconciliation functions
- Provides convenient notifications, bill presentment and payment options to each customer segment
- Offers the most integrated electronic payment systems across notifications, bill presentment and payments across all channels and payment types

a) Describe your payroll direct deposit services.

TD Bank's ACH Services allow the City to create and process the exchange of money electronically on predetermined dates through the National Automated Clearing House Association (NACHA) Network. Unlike writing a check, ACH Services allow the City to process both Direct Deposits to employees and Direct Payments to vendors electronically via ACH, allowing for faster processing times and cost savings.

The City may choose between two methods for initiating ACH transactions: direct file transmission and TD eTreasury.

The City can send a direct transmission (via secure web or FTP) or for smaller, one-off files have the option to import a NACHA-formatted file into TD eTreasury until 8:00 p.m. EST. All funds of an ACH transaction are settled on the night of the effective date.

TD Bank requires adherence to NACHA regulations, which includes control totals, item counts, and hash totals as well as encryption.

For direct file transmissions, TD Bank supports Secure Web and FTP transmissions with PGP encryption. We require adherence to NACHA regulations, which include control totals, item counts, hash totals as well as encryption.

Before the City's service can begin, TD Bank will need to test the ACH file to ensure that the transmission of data can be accepted and processed to meet the City's specific payment schedules.

The City also has the option of initiating payments through TD eTreasury, which can supplement or be your primary transmission program. For payroll direct deposits, a database of employee account information can be housed on the system for payroll purposes. Additionally, the City may import payment information from another system and transmit the payroll direct deposit file via TD eTreasury.

TD eTreasury allows the City to create free-form (non-repetitive) ACH transmissions as well as repetitive templates. Repetitive ACH transmissions use templates to store almost all of the information needed to send an ACH transmission. Typically, the only information that the City would need to enter is the amount related. The rest of the information, including the beneficiary receiving the funds, is set up in the template.

b) Describe the details of how your bank administers ACH services. Describe any limitations as far as participating financial institutions.

Please refer to TD Bank's response to a) above. TD Bank has no limitations as far as participating financial institutions.

c) Specifically state the day of the week and time ACH files must be transmitted by the City in order to guarantee payroll payments are available in employee accounts by 4:00 a.m. on Friday.

It is recommended that ACH direct deposits files (PPD) be received two days prior to the effective date, and corporate files (CCD, CTX) must be received one day prior to the effective date, unless utilizing our ACH Same Day Credit Service.

ACH hours of operation are from 6:00 a.m. to 9:00 p.m. EST weekdays (except holidays). TD Bank encourages the City to send files as early in the day as possible to allow time to contact the City in the event there are file discrepancies. For file transmission Customers, TD Bank offers a complimentary service to allow the City to submit annual transmission calendars to the Bank so we may anticipate the City's regularly scheduled files, and contact you as a reminder if we have not received your file on the scheduled date.

During our implementation phase of the City's ACH services, the Bank will need to test the ACH file to ensure that the transmission of data can be accepted and processed to meet the City's schedule of payments.

TD Bank also offers Same-Day ACH services, a payment option that allows for faster processing of certain high-priority, low-value electronic credits using the ACH network. With this service, eligible business customers may originate domestic ACH credits valued at $25,000 or less for processing on the same day when they submit the entries by 12:00 p.m. noon EST on the effective date of the payments.

d) The City transmits its payroll file via ACH. However, in the event of any technical issues or difficulties arising from the Bank's performance or lack thereof with respect to transmitting the payroll file, the City is requesting the flexibility to send the payroll file via wire as a contingency.

   i. Will the Bank waive all applicable wire fees in order to send the payroll file via wire in such an event?

      In the event of a technical issue or difficulty arising from TD Bank's performance or lack thereof with respect to transmitting the payroll file, TD Bank will waive all applicable wire fees.

Positive Pay/Full Reconciliation

a) Provide a complete description of any positive payment programs your Bank may have. Include details and a listing of all fees (if any) in the pricing matrix.

TD Positive Pay is recommended for any account used for check clearing and is the best method for preventing check fraud. This value added service will mitigate risk and provide comfort and security for the City. Positive Pay compliments the internal security measures the City employs to ensure that only authorized checks are paid.

Through Positive Pay, in the event that a check paid does not match either the serial number or amount of the check issued, TD Bank will notify the City to make the decision to pay the check or return the check unpaid. The City will receive information on exception items by 10:00 a.m. EST each business day.

We ask that the City review items and enter your pay or return decisions by 2:00 p.m. EST, which provides a four hour window for the review of exception items.

We "push" our Positive Pay information directly to our teller platforms. If an item is presented at a teller window that was not on the issue file, or there is a variation of information (i.e., dollar amount), notification will be sent to the specified contact for a pay or no pay decision.

The teller line will be updated five times a day at: 9:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m., and 4:30 p.m. EST. The Bank's deadline for the transmission of check issuance files to the Bank is 4:30 p.m. EST for same-day upload to the reconciliation system. Files received after 4:30 p.m. EST will be uploaded to the reconciliation system the morning of the next business day.

All files received by 4:30 p.m. EST will be verified and effective against checks presented through all TD Bank Stores at the opening of business the next morning.

Benefits of TD Positive Pay are:

- Provides protection against certain types of check fraud
- Payee verification
- Fraud detection at encashment at the branch
- Enables viewing of the image of the check through commercial online banking prior to making a decision
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

Our proposed Account Reconcilement solution will enable the City to manage outstanding items through file transmissions of checks issued, voided, re-issued, cancelled, etc. The City may choose to more cost-effectively "void" checks prior to stop payments expiring or in lieu of placing additional stop payments, ensuring that items presented would appear as exceptions either at our teller windows or in the City's daily Positive Pay exceptions reviewed in TD eTreasury.

There is no limit on the volume of positive pay exceptions that our system can handle.

TD Bank also offers Positive Pay with Payee Name Verification, which is a process that requires payee information to be provided to the Bank on the positive pay issue file before the checks are mailed and/or distributed. TD Bank will then process the payee information and store it on our Account Reconcilement platform. When checks come in for payment, TD Bank uses optical recognition software to lift the payee name from the cleared check. This lifted payee name is then compared to the name originally supplied on the Positive Pay issue file. If the name is a match, no further processing is needed. If the lifted payee name is not a match, then the item will be sent for approval to pay the item or return it.

Files of the City's issued checks for the reconciliation period may be transmitted to TD Bank using Secure Web, FTP, or VPN transmission protocols. In addition to transmitting the file directly, the City may upload Positive Pay issue files via TD eTreasury. These files should contain the check number, issue date, amount and payee. Several formats for these files are available and will be supplied by our Electronic Data Solutions Group. Manual entry checks as well as voided/deleted checks must be submitted by the City through the Positive Pay module of TD eTreasury. The bank's cut-off time for receiving manual issues and voided/deleted checks is 4:30 p.m. EST for same-day upload to the reconciliation system. Items submitted after 4:30 p.m. EST

In addition to Positive Pay for accounts that disperse checks we also recommend implementing Check Block on accounts with no check activity. From an operational standpoint, as checks are presented against the account, the system will be triggered to automatically reject all attempted check debits preventing any possible check fraud from occurring.

TD Bank also offers Full Reconcilement Services which will provide the City with a detailed reconcilement statement including a listing of checks paid, checks outstanding, stops, cancelled checks, debits, credits and DDA settlement. The City's reconcilement statement can be prepared weekly, biweekly, or monthly to coincide with your bank statement.

To allow for data capture in the bank's reconcilement system, the City will need to have a check serial number MICR encoded on all checks.

Monthly, or on a predetermined schedule, the City will transmit to the bank a file of checks issued. The City's check issue files must include check number, date of issue, amount, payee and account number.

Once the bank receives the City's issue files we will match your checks issued against your checks paid to produce an "outstanding check issue report." Before the service can begin, we will need to establish a test transmission to ensure the file layout and transmission are ready to process at the time of your first reconcilement. Five business days after we receive the City's last issue file, you will receive your reconcilement statement and outstanding check issue report.

a) Describe your Disaster Recovery Plan and its ability to allow continuous service to the City.

Business Continuity is an important consideration for anyone that uses or possesses confidential or proprietary information. TD Bank has a statutory, regulatory, and ethical obligation to comply with and protect the safety, confidentiality, integrity, and accessibility of its data. As required under Section 404 of the Sarbanes-Oxley Act, results of our third party auditor reviews are publicly available as part of the financial disclosure requirements.

TD Bank is regulated by, and complies with, regulations issued by the Federal Financial Institutions Examination Council (FFIEC), Federal Deposit Insurance Corp. (FDIC), Office of Comptroller of Currency (OCC), SEC, and under the Gramm-Leach-Bliley Act (GLBA). TD Bank is very diligent in providing levels of business continuity that meet and exceed industry standards.

TD Bank employs a defense-in-depth approach to business continuity that involves many disciplines that together protect against business loss and business interruption. Some of the disciplines include, but are not limited to:

- High availability systems with failover capability
- Mirrored data - backup data housed off-site with a secure third party
- Business Impact Analysis of critical processes
- Technical Impact Analysis of critical processes
- Business Resumption Plans
- Disaster Recovery Plans to restore systems
- Evacuation Plans
- Documented communication trees and hierarchies
- Contracted disaster recovery resources with industry standard third party In addition, we routinely test these plans and procedures including:
- Communication protocols
- Alternate business processes and systems
  - Substitute connections, data recovery and processing with third party vendors and alternate sites

The confidentiality and protection of the City's information and systems is one of TD Bank's fundamental responsibilities. While information is critical to providing quality service, we recognize that our most important asset is the trust of our Customers. Thus, the safekeeping of the City's information is a priority of TD Bank, making Business Resumption a key piece of the process. In the event that online capabilities and functionality for any service are temporarily unavailable for any reason (power failures, etc.) or a disaster occurs within TD Bank's or the City's electronic systems, mirrored data-backup data is housed off-site with a secured third party. It takes less than 12 hours to activate a backup-processing site. TD Bank maintains redundant hardware and software in case of emergencies, which allows us to provide uninterrupted services.

TD Bank maintains several hot backup processing sites. Site and capabilities are confidential to ensure optimum security for processing in the event of a disaster. The locations and capabilities are not disclosed for security reasons.

TD Bank's robust enterprise-wide BCM program includes formal crisis management protocols and continuity strategies that accommodate both short-term and long-term recovery initiatives. We regularly maintain and exercise business continuity and disaster recovery plans to address the loss or failure of any component on which critical functions depend.

Upon notification from the City of a disaster, TD Bank and your Relationship Management Team would assess the City's needs and provide support services as applicable. We have a history of going above and beyond normally expected service lengths to provide for our Customers.

Please refer to Appendix 6 for TD Bank's Enterprise Business Continuity and Crisis Management statement.

b) Describe any special services you can offer to help the City maintain operations during and after a disaster.

Should a disaster occur, TD Bank and the City's Relationship Management Team would assess your needs and provide support services as applicable. We have a history of going above and beyond normally expected service lengths to provide for our Customers.

The confidentiality and protection of the City's information and systems is one of TD Bank's fundamental responsibilities. While information is critical to providing quality service, we recognize that our most important asset is the trust of our customers. Thus, the safekeeping of the City's information is our priority, making Business Resumption a key piece of the process.

In the event that online capabilities and functionality are temporarily unavailable, mirrored data-backup data is housed off-site with a secured third party. The City may also call Treasury Management Services Support or any member of its relationship team for assistance with storing local files for recovery purposes. The City's Relationship Manager will be happy to keep a local file for specific prior agreed upon needs you specified in the event of a disaster.

a) The City employs youths in its recreational programs that might not have a checking or savings account. Describe your ability to provide upon request employees (minors and adults) a checking and/or savings account for direct deposits with no minimum balance requirement and no maintenance fees.

TD Bank is pleased to offer our free TD Student Checking for customers who are enrolled as a student and under the age of 24. Our TD Student Checking account has no minimum daily balance requirement and no monthly maintenance fee for students. Plus, it provides free mobile banking and mobile deposit and we issue free TD Bank debit cards with each account.

Customers (non-students) maintaining a low $100 minimum balance requirement will avoid the $15 monthly fee in TD Bank's Convenience Checking account.

With our Bank at Work program, the City's employees will enjoy the very best of our products and Legendary Customer Service without ever having to leave the office. We'll come to your place of business and provide your employees individualized service, answer questions, open new accounts and enroll them in Direct Deposit…at no additional cost to you!

Benefits of the Program

For the City:

- We'll make Direct Deposit easy to take advantage of – increasing participation and saving on payroll costs. The more Direct Deposit employees you have, the fewer checks you have to process.
- You'll provide convenience to your employees – saving them time and effort during the workday…a convenience they'll thank you for.
- You'll be offering a new benefit to your employees – individualized attention and assistance with all of their banking needs.

For the City's Employees:

- Cash bonuses for opening a new checking account!
- Flexible and convenient lending solutions with rate discounts, credit card rewards and more!
- Convenience and reliability of Direct Deposit with faster access to their funds – no more waiting in line at the bank to deposit their paychecks!
- Free online and mobile banking services give them more convenience and control to check balance information, transfer funds, pay bills and more!

PLUS:

- **FREE** TD Bank Debit Card that can be used everywhere Visa debit is accepted
- **FREE** ATM Access at thousands of TD ATMs in the U.S. and Canada
- **FREE** 24-Hour Bank-by-Phone at 1-800-YES-2000
- **FREE** Notary Service

a) Describe your ability to offer the following services along with indicative pricing. Discuss how the services could be tailored for the City.

i. Access to tax-exempt credit facilities and/or line of credit

TD Bank is very active in the loan market in Florida. Our locally based Government Bankers can assist the City of St. Pete Beach with both banking and credit needs. We provide both Lines of Credit and Term Loans for government entities with local references available upon request. In order to evaluate the request, it would be essential that we meet with SPB leadership to fully evaluate the request.

ii. Armored car service

Protect the City's employees and deposits by subscribing to TD Bank's Currency Processing Services. Through our partnership with highly experienced armored courier vendors, the City's deposits can safely and efficiently reach your bank account.

- Established fleet of bonded drivers through one of four major providers
- Flexible scheduling may be possible
- Next day delivery of currency/coin orders submitted by 11 a.m. EST
- Video surveillance systems monitor all processing
- High speed currency and coin counting equipment for optimum efficiency
- Automated touch tone phone system for change order requests

Benefits for TD Currency Processing Services include:

- Fewer trips to the Bank
- Potentially fewer outlying bank relationships
- Reduced risk to employees
- Same day posting of cash deposits
- Greater reliability, safety and security

iii. Purchasing card service

The TD Commercial Plus Card provides robust purchasing and travel card functionality through a single consolidated card program. The globally accepted Visa charge card will help the City reduce costs and add efficiency to the procure-to-pay process while maintaining control. Designed to support of wide range of payments types including indirect and direct spend, this flexible solution may also be custom tailored to accommodate the City's specific reporting and risk management needs. The included and feature rich TD Commercial Plus Card Online platform for program management and reporting, completes this value-added solution which will directly help the City:

- Consolidate multiple card programs
- Physical plastic, ghost, declining balance and virtual cards
- Reduce the cost, effort and time to procure and pay
- Streamline process and create efficiencies

- Generate working capital improvements
- Extend disbursement float and increase DPO
- Negotiate preferred trade terms with suppliers
- Eliminate Federal 1099 Reporting
- Reduce / redeploy Purchasing or A/P staff
- Increase visibility into company spend with enhanced reporting
- Improve controls and contract compliance
- Produce income through rebates (minimum spend required for eligibility)

Full Suite of Commercial Card Solutions	
Distributed Cards	– Physical plastic cards – Distributed to empowered employees – Possibly eliminate PO and 3-way match – Commonly used for "low" dollar purchases and T&E
Centralized Cards	– Physical plastic, ghost (no plastic) or vendor cards – Managed in a centralized environment (Ex: Purchasing Dept.) – Possibly eliminate PO and 3-way match – Commonly used for "low" and "high" dollar purchases
ePayables	– Pull Pay and Push Pay – Leverage existing A/P systems and workflows – Continue to use a PO, 3-way match process – Commonly used for invoiced A/P disbursements

The TD Commercial Plus Card program includes TD Commercial Plus Card Online, TD Bank's state-of-the-art internet based program management and reporting application. This powerful and user friendly tool will empower the City to easily administer cards, oversee spending and deliver the information you need to effectively manage and expand the City's card program. Some of the application's beneficial features and functionality includes:

Card Management and Controls

- Manage cardholders
- Set spend limits by department, group or cardholder
- Restrict purchases through MCC groups
- Real-time card changes
- Request and cancel cards
- Design a systemic hierarchy

Reporting

- View summary and detailed information
- 24-month transaction history
- 6-month statement history

- Real-time authorizations and declines
- View standard reports
- Create custom reports (data mapper)
- Automatic report scheduler
- Custom programming and file transmissions
- Allocate transactions to accounting or GL codes
- Expense report management with receipt imaging
- Interface with expense reporting, accounting or ERP systems

Potential tiers and grace periods are described below. Additional incentives may be available after review of the City's spend requirements.

Rebate Schedule - Level I, II and III Interchange					
Annual Spend [1]	Grace Period in Days				
	2	7	14	21	28
	Rebate in Basis Points [2]				
> $200,000,000	183	181	176	171	166
$150,000,000 - $200,000,000	182	180	175	170	165
$100,000,000 - 149,999,999	181	179	174	169	164
$75,000,000 - $99,999,999	178	176	171	166	161
$50,000,000 - $74,999,999	175	173	168	163	158
$30,000,000 - $49,999,999	172	170	165	160	155
$20,000,000 - $29,999,999	162	160	155	150	145
$10,000,000 - $19,999,999	152	150	145	140	135
$1,000,000 - $9,999,999	142	140	135	130	125

Rebate Schedule - Specialized Interchange	
Interchange Type	Rebate in Basis Points [2]
Visa Purchasing Large Ticket (PLT)	55
Visa Vendor Negotiated Interchange	25

iv. Merchant card service

TD Bank Merchant Solutions offers one of the most current online payment gateway options in the industry, Payeezy. Payeezy is a comprehensive and versatile eCommerce solution that enables the City to create an efficient customer experience on your website by offering more payment options, security features and simple integration.

TD Bank Merchant Solutions can provide the City access to a demonstration mode prior to live implementation and the ability to access the system remotely.

v. Lockbox service

Lockbox services enable the City to optimize available funds, improve customer service, and systematically update accounting systems by having the bank process receivables daily through the use of designated lockboxes.

Quality lockbox service starts with the production staff. TD Bank has a quality conscious staff with long term associates who are well versed in processing detailed client instructions. The TD Bank workflow is designed to provide a high level of dedication through a team approach to process assigned clients. Through dedicated client assignment, the processing associates become familiar with all aspects of the client workflow and provide a consistent quality service to the client. This workflow approach also contributes to a higher level of accountability with the processing associate to support greater levels of accuracy.

TD Bank recognizes the need to be flexible. Our expert lockbox team will work closely with the City's team to design the most effective processing solution. As with all TD Bank services quality is a primary focus of the lockbox process. TD Bank quality levels consistently exceed industry standards and are supported by a dedicated team of service professionals. The TD Bank lockbox workflow consists of the following primary processes:

1. Mail Receipt – Collection of work from the designated post office box. This process will be supported through the use of both internal and external couriers providing transportation services (e.g. mail retrieval and delivery).

2. Data Prep – The mail will be opened, sorted and prepped for image capture as per the client's defined processing instructions.

3. Image Capture – Client transactions are captured on high speed image capture devices. Images will be utilized to support additional workflow processes such as manual data capture, balancing and to support image based output services.

4. Transaction Repair – Manual review and repair of capture data including check information.

TD Bank's lockbox product offers the ability to provide look-up capability as well as access the client's system to acquire customer account information to facilitate posting.

5. Data Capture – Data entry functions to support non-financial data capture of check or invoice information.

6. Deposit Processing – Generate client payment deposit to support funds availability.

7. Output File Generation – Supports delivery of client output data including daily reporting and electronic data files.

8. Online Services – Detailed lockbox transaction data is available intra-day via secure internet access. Transaction information is available to support timely research, same day exception processing and online-decisions, and deposit reporting. Online services expedite transaction information delivery, minimize exceptions, and provide an automated archive solution.

9. Exception Processing - TD Bank Lockbox processing employs a systemic approach for processing exception items. The procedures that are followed to process the work is based on a collaborative effort between the Bank and the customer. The following procedures will be maintained:

10. The client will classify transaction decision criteria.

    - Mail will be reviewed and sorted to distinguish items that are to be reviewed and decisioned
    - "Acceptable" items will be captured and processed via the lockbox platform.
    - "Decisioned" items will be captured in a unique job via the lockbox platform. The "client" will be granted access to TD Bank's lockbox web portal to decision and/or provide disposition information to the Bank for same-day processing.

vi. Smart safe services

Smart Safe with Advanced Credit provides the security of a traditional safe with the technology of communicating the daily deposit activity for credit on US cash accepted into the safe. Advanced Credit allows the Customer to minimize the frequency of armored car visits while continuing the daily credit process for funds secured in the safe. If you have a coin or check deposit, the armored carrier will accept these deposits on your scheduled day of service for processing.

Desired Services

Benefits

- Reduces the need for daily armored service pickups
- Spend less time counting and preparing a deposit
- Improves the personal safety and security associated with transporting deposits to the bank
- Eliminate the need for deposit adjustments caused by miscounted cash
- Limits the opportunity for internal theft

a) Propose any new financial services, technologies, plans or practices deemed to be in the best interest of the City if not otherwise addressed in this Proposal.

TD eBill Solution

TD eBill Solution is a Receivables and Payment product that enables our Customers to offer their consumers and businesses the ability to view an electronic bill and make an electronic payment from their website.

By alleviating the need to print and mail bills and providing the City's customers the ability to view their bill and pay it electronically using either ACH or Credit Card, the business biller is able to reduce operating costs and improve cash flow.

The benefits of TD eBill Solution extend beyond electronic payments in ways that translate into reduced operating costs and improved visibility over the City's receivables.

- Improve customer service by using reports and tools to research payments.
- Upload payment received details to your A/R system to streamline research and reconciliation functions
- Provides convenient notifications, bill presentment and payment options to each customer segment
- Offers the most integrated electronic payment systems across notifications, bill presentment and payments across all channels and payment types

TD Integrated Payables

TD Integrated Payables enables Customers to consolidate multiple payments of varying types into a single file for processing – including check, ACH, wire, and commercial card payments. Customers leverage their existing A/P platform to generate a consolidated payment file from the entries they've booked into their A/P system.

The consolidated payment file is securely transferred TD Bank for processing, alleviating the need for customers to initiate payments through individual payment streams. Upon receipt, TD Bank segregates the payments by type and processes them through the appropriate channels. Customers have the option of submitting files once per day or multiple times per day. Customers may also choose to send separate files for each payment type when payments are produced by different internal systems.

Files are submitted through secure file transfer (FTP) as a common practice. We can also accommodate file uploads through a desktop client or a secure online portal. Unattended file delivery, custom payment file mapping, and automated even notification (emails or texts) alert the City that files have been processed and payments are released. Customers have the option of sending payments for immediate or future-dated processing.

Check, ACH, and wire payment activity are viewable via TD eTreasury®. Wire information is real-time, ACH transactions are memo posted, and checks are debited in batch processing with images viewable the following morning. TD Commercial Plus Card payments are viewable on TD Commercial Plus Card Online. The Bank will automatically create the Positive Pay file for any checks disbursed.

a) Describe the process by which the interest rate to be paid will be calculated, and list the last six months applicable rates. Describe the process by which the interest will be applied to the General Operating Account. If applicable, state and indexes used in connection with floating rates.

We can help the City of St. Pete Beach enhance your financial performance and streamline financial operations with our Municipal Advantage Account, a Qualified Public Funds (QPD) interest bearing solution.

Under this recommended solution, the City would earn a competitive and guaranteed rate of return. TD Bank utilizes a managed rate method of determining interest rates. This rate is established internally by TD Bank's rate committee, with input from the City's local Relationship Manager. TD Bank is pleased to offer the City a **1.60%** Earnings Credit Rate (ECR) which is used to calculate what is known as your earnings allowance, which is based on the City's average collected deposit balances net of reserve requirements. The City's earnings allowance will offset the City's service fees and the City will then earn a competitive **2.00%** excess funds not required to offset service fees.

While the City's Tier rates above are set to 'floor' or minimum for the contract term, the rates may adjust up periodically based on market conditions and movements in the interest rate environment.

The basic interest calculation is as follows:

(Average collected balances X interest rate) / Days in the year X days in the month = interest paid.

The compounding frequency is monthly with interest posted to the account on a monthly basis.

b) Complete Appendix A, Pricing Matrix.

TD Bank has included a completed Pricing Matrix on the following pages of this proposal.

c) State any fees or costs not included in the Pricing Matrix even if such fees were included elsewhere in the proposal.

TD Bank has included a Pricing Pro Forma after the Pricing Matrix which included all potential fees/costs.

APPENDIX A – PRICING MATRIX

Required Service:	Monthly Fee (Per Item Fee X Projected Volume)	Projected Volume	Per Item Fee
Account Maintenance – Operating Account	$12.0000	1	$12.0000
Account Maintenance – Additional Accounts	$24.0000	2	$12.0000
ACH Transaction (Originated Items)	$52.0200	510	$0.1020
ACH File Processing	$96.0000	8	$12.0000
ACH Return	$0.0000	0	$3.3000
Check processing per item	$45.0360	417	$0.1080
Deposits per deposit	$19.3200	28	$0.6900
EFT deposits per deposit	$0.0000	0	$8.4000
Internal Transfer	$0.0000	0	$0.3600
Client Analysis (if any charge)	$0.0000	0	$0.0000
Research Request	$0.0000	0	$0.0000
Returned Item	$7.8000	1	$7.8000
Stop Payment	$16.8000	1	$16.8000
Wire Transfer In	$42.0000	5	$8.4000
Wire Transfer Out	$24.3000	3	$8.1000
Electronic Deposit	$0.0000	0	$0.6900
Positive Pay	$36.0000	1	$36.0000
Other:			
Checks Paid	$18.08	131	$0.1380
ZBA Parent Account Maintenance	$25.80	1	$25.8000
ZBA Sub Account Maintenance	$32.40	2	$16.2000
Account Analysis Paper Statements	$2.40	1	$2.4000
Branch Cash Deposit/$100 (>$10,000)	$2.99	99.53	$0.0300
TD eTreasury Monthly Maintenance	$69.00	1	$69.0000
TD eTreasury Balance Reporting Accounts	$23.40	3	$7.8000
TD eTreasury Trancaction Records	$29.70	450	$0.0660
SecurID Tokens	$24.00	5	$4.8000
EFT Wire Notification Paper	$9.00	5	$1.8000
ACH Received Credits	$15.84	132	$0.1200
ACH Received Debits	$17.88	149	$0.1200
ACH Direct Maintenance	$62.40	2	$31.2000
ACH Notice of Change	$14.40	6	$2.4000
ACH Debit Block	$12.60	1	$12.6000
ACH Positive Pay Monthly Maintenance	$9.60	1	$9.6000
ACH Filter	$12.00	4	$3.0000
EDI Maintenance	$31.20	1	$31.2000
EDI Addenda Record	$0.00	0	$0.0300
EDI Remittance Entry	$0.00	0	$0.1500
ARP Paid Items	$6.70	124	$0.0540

Positive Pay Returned Item	**$0.00**	0	$9.0000
Payee Positive Pay Monthly Maintenance	**$10.80**	1	$10.8000
Issue File Transmission	**$48.00**	4	$12.0000
CD-ROM Maintenance	**$39.00**	1	$39.0000
CD-ROM Per Item	**$5.21**	124	$0.0420
CD-ROM Additional Account	**$0.00**	0	$6.6000
Full Reconcilement w/Positive Pay Monthly Maintenance	**$0.00**	0	$60.0000
Paid/Deposited Item Output File	**$0.00**	0	$21.0000
ARP Optional Reports	**$0.00**	0	$18.0000
Digital Express Monthly Maintenance	**$0.00**	0	$69.0000
Digital Express Checks Deposited	**$0.00**	0	$0.0660
Digital Express Additional Scanner	**$0.00**	0	$33.0000
Digital Express Deposit Correction	**$0.00**	0	$12.0000
Desired Services:	**Fee**		**Basis**
Lockbox Services	Please refer to the Pricing Pro Forma located on the following pages for a complete listing of Retail Lockbox line items		
Armored Car Services	TD Bank works with several armored car services to serve our customers. A City contracted courier would pick up deposits for the City and deliver to the nearest TD Bank Store on the courier's route for processing. The transportation service agreement is directly contracted between the courier and the City. TD Bank can capture and pay the courier fee by passing it through the analysis for payment. The City's expense could then be offset in whole or in part with account balances held at TD Bank.		
Merchant Card Services	**$0.06**	Please refer to the Merchant Solutions Pricing Summary located on the following pages.	**45 Basis Points**
Purchasing Card Services	(see Rebate Schedule below) Additional incentives" may be available after review of your spend requirements.		
Smart Safe Services	Please refer to the Pricing Pro Forma located on the following pages for a complete listing of Smart Safe line items		
Credit Facilities	TD Bank is very active in the loan market in Florida. Our locally based Government Bankers can assist the City of St. Pete Beach with both banking and credit needs. We provide both Lines of Credit and Term Loans for government entities with local references available upon request. In order to evaluate the request, it would be essential that we meet with the City's leadership to fully evaluate the request.		

Rebate Schedule - Level I, II and III Interchange

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$50,000,000 - $74,999,999	175	173	168	163	158
$30,000,000 - $49,999,999	172	170	165	160	155
$20,000,000 - $29,999,999	162	160	155	150	145
$10,000,000 - $19,999,999	152	150	145	140	135
$1,000,000 - $9,999,999	142	140	135	130	125

Rebate Schedule - Specialized Interchange

Interchange Type	Rebate in Basis Points [2]
Visa Purchasing Large Ticket (PLT)	55
Visa Vendor Negotiated Interchange	25

TD Bank
America's Most Convenient Bank®

2018 Pricing Proforma ~ Municipal Advantage Checking
Prepared for: **Date** (MM/DD/YYYY): ________________

City of St Pete Beach

Days in Year:	365
Days in Period:	31

Balance Information

Average Ledger Balance			**$ 12,389,750.00**
Less: Estimated Float			16,310.00
Average Collected Balance			**12,373,440.00**
Less: Required Reserve	Rate	0.00%	-
Investable Balance			**12,373,440.00**
Less: Investable Balances Required to Offset Services			660,579.28
Investable Balance Excess (Deficit)			**11,712,860.72**

Balance and Fee Summary

Balances Available for Earnings Credit (Avg Coll Bal less Required Reserve)			**$ 12,373,440.00**
Earnings Credit Allowance	Rate	1.60%	**16,814.32**
Less: Total Analyzed Services			897.66
Total Analyzed Charges			**-**
Total Fee Based Charges*			**-**
Total Charges Due			**-**

Interest Summary

Excess Investable Balances			**$ 11,712,860.72**
Total Monthly Interest Earned	Rate:	2.00%	**19,895.82**

Summary of Services

AFP CODE	SERVICE CODE	SERVICE DESCRIPTION	VOLUME	PER ITEM FEE	TOTAL FEE	BALANCE TO SUPPORT SERVICES
General Account Services					**114.68**	**84,390.06**
010000	01000	Account Maintenance	3	**12.0000**	36.00	26,491.94
		Tier I (<5 Accounts)		12.0000		
		Tier II (5-10 Accounts)		10.8000		
		Tier III (11+ Accounts)		10.2000		
150100	15100	Checks Paid	131	0.1380	18.08	13,303.37
010020	01020	ZBA Parent Account Maintenance	1	25.8000	25.80	18,985.89
010021	01021	ZBA Sub Account Maintenance/per account	2	16.2000	32.40	23,842.74
010400	01403	Account Analysis Paper Statements	1	2.4000	2.40	1,766.13
000214	00214	Drawn Against Uncollected (DAU)	Prime + 4%	-		
Depository Services					**75.14**	**55,295.95**
010101	10000	Deposits Processed	28	0.6900	19.32	14,217.34
100200	10222	Checks Deposited	417	**0.1080**	45.04	33,141.41
		Tier I (0 - 999 Items)		0.1080		0.00
		Tier II (1,000 - 4,999 Items)		0.1020		0.00
		Tier III (5,000 + Items)		0.0900		0.00
10001Z	10718	Branch Cash Deposit/$100 (>$10,000)	19,953		**2.99**	2,197.29
		Tier 1: $0 - $10,000	10,000	-		0.00
		Tier 2: $10,000+	9,953	0.0003		0.00
150320	10452	Return Checks First Presentment		7.8000	0.00	0.00
100400	10400	Return Checks Final Presentment	1	7.8000	7.80	5,739.92
Disbursement Services					**0.00**	**0.00**
150341	15345	Overdraft Per Item - Paid	0	21.0000	0.00	*Fee-Based*
150340	15326	Overdraft Per Item - Return	0	21.0000	0.00	*Fee-Based*
150341	15352	Uncollected Per Item - Paid	0	21.0000	0.00	0.00
150340	15332	Uncollected Per Item - Return	0	21.0000	0.00	0.00

AFP CODE	SERVICE CODE	SERVICE DESCRIPTION	VOLUME	PER ITEM FEE	TOTAL FEE	BALANCE TO SUPPORT SERVICES
Information Reporting and Transfer Services					**187.20**	**137,758.06**
40005Z	44102	**TD eTreasury Base Package Maintenance - Gold**	1	69.0000	69.00	50,776.21
400052	44108	TD eTreasury - Balance Reporting Accounts (Gold)	3	7.8000	23.40	17,219.76
400272	44107	TD eTreasury - Transaction Records (Gold)	450	0.0660	29.70	21,855.85
409999	44126	TD eTreasury - SecurID Token	5	4.8000	24.00	17,661.29
150410	44129	TD eTreasury - Stop Payments	1	16.8000	16.80	12,362.90
250102	44112	TD eTreasury - ACH Initiated	0	0.1200	0.00	0.00
25010P	44113	TD eTreasury - ACH Initiated - International	0	1.8000	0.00	0.00
250505	44163	TD eTreasury - ACH Batch Initiated	0	0.6900	0.00	0.00
250120	44111	TD eTreasury - ACH Addenda Record Initiated	0	0.1200	0.00	0.00
250640	44115	TD eTreasury - ACH Transaction Reversal	0	7.2000	0.00	0.00
250640	44114	TD eTreasury - ACH Batch Reversal	0	30.0000	0.00	0.00
350124	44142	TD eTreasury - Book Transfers	0	0.3600	0.00	0.00
350104	44145	TD eTreasury - Wire Out Domestic	3	8.1000	24.30	17,882.06
350104	44147	TD eTreasury - Wire International USD	0	19.2000	0.00	0.00
350104	44146	TD eTreasury - Wire International FX	0	10.8000	0.00	0.00
350551	44154	TD eTreasury - Customer Maint Wire Templates	0	0.3000	0.00	0.00
200201	44151	TD eTreasury - Issue / Cancel Transactions	0	0.3000	0.00	0.00
400340	44125	TD eTreasury - Extended Image Search	0	10.2000	0.00	0.00
400240	44117	TD eTreasury - Automated Email Report Delivery	0	0.6000	0.00	0.00
Wire and Other Fund Transfer Services					**51.00**	**37,530.24**
350202	35203	Wire Transfer Outgoing (Manual) - Domestic	0	24.0000	0.00	0.00
350202	35210	Wire Transfer Outgoing (Manual) - International USD	0	27.0000	0.00	0.00
350202	35208	Wire Transfer Outgoing (Manual) - International FX	0	25.2000	0.00	0.00
350300	35300	Wire Transfer Incoming - Domestic	5	8.4000	42.00	30,907.26
350300	35310	Wire Transfer Incoming - International	0	9.0000	0.00	0.00
350402	35415	EFT Wire Notification - Email	0	1.2000	0.00	0.00
359999	35413	EFT Wire Notification - Paper	5	1.8000	9.00	6,622.98
ACH Services					**323.94**	**238,383.27**
250201	25201	ACH Received Credits	132	0.1200	15.84	11,656.45
250200	25202	ACH Received Debits	149	0.1200	17.88	13,157.66
250000	25001	ACH Maintenance Direct	2	31.2000	62.40	45,919.35
250102	25100	ACH Originated Items	510	0.1020	52.02	38,280.85
250141	25101	ACH Same Day Originated Surcharge	0	**1.5000**	0.00	0.00
		Tier 1: 1 - 99		1.5000		
		Tier 2: 100 - 499		1.2000		
		Tier 3: 500+		1.0500		
250120	25103	ACH Addenda Record Initiated	0	0.0300	0.00	0.00
251070	25850	ACH Notice Of Change	6	2.4000	14.40	10,596.77
250302	25301	ACH Returns Per Item	0	3.3000	0.00	0.00
250312	25302	ACH Unauthorized Return Surcharge	0	3.9000	0.00	0.00
250501	25401	ACH File Transmission	8	12.0000	96.00	70,645.16
250501	25404	ACH File Transmission - Ftx	0	12.0000	0.00	0.00
251052	25802	ACH Debit Block	1	12.6000	12.60	9,272.18
251050	25804	ACH Positive Pay Accounts	1	9.6000	9.60	7,064.52
251057	25803	ACH Filter (Capped at $100)	4	3.0000	12.00	8,830.65
250640	25602	ACH Manual Item Reversal	0	7.2000	0.00	0.00
250641	25603	ACH Manual File/Batch Reversal/Deletion	0	30.0000	0.00	0.00
250400	25334	ACH Returns File Transmission - Ftx	0	12.0000	0.00	0.00
251002	25851	Bank Assisted NOC Correct Surcharge	0	1.2000	0.00	0.00
251002	25606	ACH Prefunding NSF Charge	0	24.0000	0.00	0.00
300010	30100	EDI Maintenance	1	31.2000	31.20	22,959.68
300223	30105	EDI Addenda Record	0	0.0300	0.00	0.00
300220	30339	EDI Remittance Entry	0	0.1500	0.00	0.00
Account Reconcilement Services					**101.50**	**74,689.60**
200100	20100	ARP Paid Items	124	0.0540	6.70	4,927.50
150030	15030	Positive Pay Maintenance	1	36.0000	36.00	26,491.94
150320	15032	Positive Pay Returned Item	0	9.0000	0.00	0.00
159999	15035	Check Block Positive Pay	0	15.0000	0.00	0.00
200010	20010	Full Reconcilement Maintenance	0	51.0000	0.00	0.00
150230	15230	Stale Dating Monthly Maintenance	0	4.5000	0.00	0.00
150299	15299	Payee PositivePay Monthly Maintenance	1	10.8000	10.80	7,947.58
159999	20017	Full Reconcilement w/PositivePay Maintenance	0	60.0000	0.00	0.00
200201	20201	Issue File Transmission	4		48.00	35,322.58
		Tier 1: 1 - 10	4	12.0000		
		Tier 2: 10+	0	-		
200301	20301	Paid / Deposited Item Output File	0	21.0000	0.00	0.00
200324	20329	Optional Reports	0	18.0000	0.00	0.00

AFP CODE	SERVICE CODE	SERVICE DESCRIPTION	VOLUME	PER ITEM FEE	TOTAL FEE	BALANCE TO SUPPORT SERVICES
CD-ROM Service					**44.21**	**32,532.10**
151350	15501	CD-ROM Maintenance	1	39.0000	39.00	28,699.60
151351	15503	CD-ROM Per Item	124	0.0420	5.21	3,832.50
151353	15502	CD-ROM Additional Account	0	6.6000	0.00	0.00
151353	15506	CD-ROM Additional CD	0	18.0000	0.00	0.00
Digital Express Services					**0.00**	**0.00**
101300	10903	Digital Express Monthly Maint	0	69.0000	0.00	0.00
101310	10902	Digital Express Checks Deposited	0	0.0660	0.00	0.00
101334	10905	Digital Express - Additional Scanner	0	33.0000	0.00	0.00
999999	10926	Digital Express Deposit Correction	0	12.0000	0.00	0.00
Vault Services					**0.00**	**0.00**
100102	10722	Smart Safe Maintenance	0	30.0000	0.00	0.00
100102	10723	Vault Deposit Per $1000	0	0.1200	0.00	0.00
100102	10724	Vault Deposit Fee	0	0.4500	0.00	0.00
100102	10725	Vault Deposit Fee (Advanced Credit)	0	0.4500	0.00	0.00
100102	10635	Dunbar - Safe Advanced Credit Per $1000	0	0.6000	0.00	0.00
100102	10639	Garda - Safe Advanced Credit Per $1000	0	0.6000	0.00	0.00
100102	10687	Loomis - Safe Advanced Credit Per $1000	0	0.6000	0.00	0.00
Lockbox-Retail (25,000 - 200,000 Items Monthly)					**0.00**	**0.00**
050010	70102	Retail Monthly Maintenance Caller Box	0	120.0000	0.00	0.00
050012	70103	Retail Box Rental	0	130.0000	0.00	0.00
050200	70106	Retail Basic Processing	0	0.1800	0.00	0.00
100240	70182	Retail Check Clearing	0	0.0180	0.00	0.00
05020Z	70112	Retail Batch Preparation	0	0.8400	0.00	0.00
05021M	70120	Retail -Correspondence	0	0.2280	0.00	0.00
050200	70104	Retail Deposit Bill Equals Payment	0	0.1080	0.00	0.00
050201	70108	Retail Deposit Bill Unequal to Payment	0	0.1680	0.00	0.00
050201	70109	Retail Check Only with Data Entry	0	0.2580	0.00	0.00
050144	70148	Retail Sort Per Item	0	0.1500	0.00	0.00
050242	70135	Retail Check Image	0	0.0900	0.00	0.00
050226	70123	Retail Data Entry	0	0.0120	0.00	0.00
050299	70124	Retail -Receipt/ovrnght Mail	0	0.3000	0.00	0.00
050401	70137	Retail Data Transmission Maintenance	0	108.0000	0.00	0.00
059999	70185	Retail Data Transmission Item	0	0.0090	0.00	0.00
050234	70125	Retail -Stp File Maint-Per File	0	9.6000	0.00	0.00
050234	70126	Retail -Stop File - Per Item	0	0.0120	0.00	0.00
050424	70140	Retail -Web Access Maintenance	0	72.0000	0.00	0.00
050424	70175	Retail - Retail Web Per Item	0	0.0120	0.00	0.00
050424	70190	Retail -Extended Web Archive Maint	0	30.0000	0.00	0.00
050424	70181	Retail - Retail Web Per Item 7 Year	0	0.0270	0.00	0.00
050234	70178	Retail - Account Look Up- Per Item	0	0.3120	0.00	0.00
05021G	70118	Retail Destruction of Remittance Documents	0	0.0060	0.00	0.00
050412	P70420	Retail Package Overnight (% of Cost)	0	75.0000%	0.00	0.00
05021F	70119	Retail Package Preparation	0	48.0000	0.00	0.00
050530	70141	Retail Unprocessable Items	0	0.2700	0.00	0.00
		TOTAL SERVICES PROVIDED			**897.66**	**660,579.28**
One Time Set Up Fees					**0.00**	
400810	44130	TD eTreasury - Setup	1	81.0000	**WAIVED**	*One Time Fee*
251000	25901	ACH Direct Set Up Fee	2	90.0000	**WAIVED**	*One Time Fee*
151600	15006	Full Recon/Positive Pay Set Up Fee	1	90.0000	**WAIVED**	*One Time Fee*
151357	15354	CD ROM Implementation Fee	1	36.0000	**WAIVED**	*One Time Fee*
101330	10913	Digital Express - One Time Set Up Fee	1	90.0000	**WAIVED**	*One Time Fee*
100143	10665	Vault Services Implementation Fee	1	30.0000	**WAIVED**	*One Time Fee*
050237	70127	Retail Lockbox Complex Setup Fee	0	360.0000	**WAIVED**	*One Time Fee*
050238	70129	Retail Lockbox Credit Card Setup Fee	0	150.0000	**WAIVED**	*One Time Fee*

The above Pro Forma Summary of Services and Activity reflects an understanding of your current banking relationship. Additional charges will apply should any additional services be discussed, offered or implemented after the presentment of this proposal. This proposal will remain in effect for 90 days from the date of issuance.

*Fee-Based service fees are not eligible for offset using Earnings Credit. GB

Pricing

Based on the following assumptions:
Annual Volume – $2.7mm   Average Ticket $6   # of locations: 1

Card Association Direct Fees		
MC/Visa/Discover Interchange Rates, fees, dues & assessments to the card associations and PIN Debit Network Fees		Pass Through*
American Express Interchange rates and fees		Set & charged by Amex
TD Merchant Solutions Fees (If Applicable)		
Start-Up Fees		
Application, Set-Up & Training Fee		$182
Processing and Miscellaneous Fees		
MC/Visa/Discover Processing Fee		0.45%
MC/Visa/Discover Authorization Transaction Fee		$.06
Pin Debit Transaction Fee		$.10
American Express Processing Fee (for AMEX OptBlue Transactions)		0.45%
American Express Transaction Fee (for AMEX Pass Thru Transactions)		$.06
Tokenization & Encryption Transaction Fee		$0.01
PCI Non Compliance Fee		$25.00
Monthly Service Fee - per merchant ID and includes Business Track, monthly PCI Compliance, Scans and Breach Protection Program fee per account (includes $100,000 indemnity waiver)		$9.99
Minimum Processing Fee		$25
Paper Statement Fee		waived
Chargeback Fee		$25
ACH Reject Fee		$35
Batch Settlement Fee		$.19
Monthly Funding Advantage		0%
Address Verification Service (AVS)		$0.01
Voice Authorization		$1.25
MasterCard/Visa/Discover Network Access Fee		$.0195
MasterCard License Volume Fee		0.0095%
MasterCard Cross Border Fee	USD .60%	Non-USD .85%
Visa Int'l Service Fee USD	USD .80%	Non-USD 1.00%
Electronic Benefits Transfer (EBT)		Not applicable
Other		
Equipment and Gateway Fees		
Clover Flex Purchase		$582
Clover Mini Purchase		$605
Payeezy Gateway		$99
Payeezy Monthly Fee		$10
Payeezy Transaction Fee		$.05
3rd Party Gateway Setup Fee**		$0

*Pass Through Fees: Fees incurred by the Card Associations (Visa, MasterCard, Discover, American Express and PIN debit Networks) are charged back to the merchant at wholesale cost and are subject to changes.

**Other Gateway fees may apply.

TD Bank imposed pricing is valid for 30 days from the date of the proposal and guaranteed for the length of the contract. Fees incurred by the associations are passed through to the merchant at wholesale cost.

All fees, charges and payments will be detailed in the agreement executed for these services.

APPENDIX D – SWORN STATEMENT

PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: Weldon Ledbetter, Vice President
(Print individual's name and title)

for: TD Bank, N.A.
(Print name of entity submitting sworn statement)

at: 1560 N. Orange Ave., 3rd Floor | Winter Park FL 32789
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

01-0137770
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

____
(SSN)

by the individual signing this sworn statement:

____
(Signature)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract

for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

   _X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO.

____
Signature

Sworn to and subscribed before me this__________day of__________________, 20_____

Personally known________or produced identification ________

___________________________ Notary Public, State of ___________________________

Type of Identification

My commission expires: ________________

____
(Printed, typed, or stamped commissioned name of Notary Public)

City of St. Pete Beach

All of the information supplied, and Exhibits and Appendices, in connection with the response to RFP submitted on behalf of TD Bank, N.A. ("TD" and "Bank") are, to the best of the TD representative's actual knowledge, information, and belief, accurate and true and correct in all material respects with the exception of those items listed below, the compliance with which TD cannot accommodate and hereby requests a waiver. To the extent there are any inconsistencies between the obligations of TD, as set forth in the RFP, local ordinances and rules, and the subsequent contract for services (collectively, the "Contract Requirements"), the Cash Management Master Agreement for Banking Services, Business Deposit Account Agreement, as well as the rules, statutes, and regulations to which TD is required to adhere by virtue of its regulators and status as a national banking association (collectively, the "Banking Requirements"), the Banking Requirements shall supersede and govern and TD shall be held harmless as a result of its failure to comply with any inconsistent Contract Requirements.

TD requests the opportunity to negotiate the following items:

Pg. 4, F. Term, RE: Termination

Pg. 4, G. Evaluation, RE: Contract Negotiation

TD reserves the right to negotiate the terms of any contracts required to provide cash management services.

Further, TD requests that its Cash Management Master Agreement (and associated service appendices), account opening documentation as well as these Conditions of Acceptance be included as part of any resulting contract between the City and TD (copies of which are provided with the RFP response). TD is willing to consider changes to the terms of these agreements to the extent reasonably and legally practicable in order to accommodate the City.

Pg. 7, H. Required Services, 12. Public Records, RE: Inspection of Records

TD's financial and accounting records are maintained in accordance with GAAP. Other bank records are maintained in accordance with industry standard banking practices and applicable law. Review and audit of bank records may be made available subject to bank policy and to various confidentiality, privacy, security, and other banking laws and regulations that may otherwise restrict or prohibit access to TD's financial and banking records by third parties.

Pg. 7, H. Required Services, 12. Public Records, RE: Disclosure of Records

TD can comply with the terms of this item, but requests an exception to include the ability to release information, as required or permitted by applicable law and regulation, including but not limited to law enforcement officials and banking regulators.

Pg. 7, H. Required Services, 12. Public Records, RE: Copies of Records

TD will deliver to the best of its ability copies of all information, reports, papers, and other materials accumulated or generated in the ordinary course of TD's business in performing this contract. However, various laws and regulations, as well as TD policies, require TD to retain transactional, legal, and other materials in TD's possession.

Pg. 30, Appendix C, Indemnification and Insurance Requirements, RE: Indemnification

Due to a cost-benefit analysis undertaken by the Bank, TD's general policy dictates that the Bank is unable to indemnify its Customers. If the City can demonstrate that applicable law requires another form of indemnification, the Bank is willing to negotiate and come to mutually agreed upon terms.

Pg. 30, Appendix C, Indemnification and Insurance Requirements, RE: Insurance

While TD can meet the insurance requirements provided, we are able to provide 30 days' notice of cancellation only.

TD Bank
America's Most Convenient Bank®

STATEMENT OF ACCOUNT

I

SAMPLE CUSTOMER STATEMENT
123 MAIN STREET
CITY, STATE 12345

Page: 1 of 1
Statement Period: Sep 01 2016-Sep 30 2016
Cust Ref #: 1234567890-408-I-***
Primary Account #: 1234567890

Business Analysis

SAMPLE CUSTOMER STATEMENT

Account # 1234567890

ACCOUNT SUMMARY

Beginning Balance	265,328.41	Average Collected Balance	331,457.07
Deposits	100,000.00		
Checks Paid	73,716.00		
Ending Balance	291,612.41		

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
9/3	DEPOSIT		100,000.00
		Subtotal:	100,000.00

Checks Paid No. Checks: 17 *Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
9/16	3120	1,000.00	9/14	3142*	2,500.00
9/25	3132*	1,000.00	9/18	3143	7,500.00
9/3	3134*	3,500.00	9/17	3144	5,000.00
9/11	3135	4,000.00	9/28	3145	5,000.00
9/17	3136	1,000.00	9/28	3147*	5,000.00
9/15	3137	10,000.00	9/28	3150*	20,000.00
9/16	3138	216.00	9/30	3156*	5,000.00
9/18	3139	1,000.00	9/29	3161*	1,000.00
9/11	3140	1,000.00			
				Subtotal:	73,716.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
8/31	265,328.41	9/17	337,112.41
9/3	361,828.41	9/18	328,612.41
9/11	356,828.41	9/25	327,612.41
9/14	354,328.41	9/28	297,612.41
9/15	344,328.41	9/29	296,612.41
9/16	343,112.41	9/30	291,612.41

Call 1-800-YES-2000 for 24-hour Direct Banking service

SAMPLE STATEMENT

Here are a few key items you'll see on your new statement.

Bank Contact Information
Quickly find your key contact information.

Marketing Message
Receive important updates directly on your statement.

Relationship Summary
Your relationship information at a glance.

Balance Summary
Make informed decisions about managing your cash.

Results Summary
Easily determine your net fee position for the month.

Service Detail
Track service activity grouped by product category.

Historical Summary
Monitor relationship activity over a period of time.

TD Bank
America's Most Convenient Bank®

Page 1 of 4

Activity For: 08/01/10 to 08/31/10
Relationship: 0000000001123456789
Settlement Account: 0000000001123456789
Settlement Type: Debit
Settlement Cycle: Monthly

Officer: Sally Jones
CM Officer: Joe Smith
Phone #: (207) 111-2222
Cusomter Care Phone #: (800) 999-9991

ABC COMPANY
123 STREET
ANYTOWN, ST ZIP

Welcome to your new Account Analysis statement.

Relationship Summary

Account Number	Account Name		Investable Balance	Excess/(Deficit) Balance
000000000000123456789	ABC Company		$13,851.96	($444,456.69)
000000000000987654321	ABC Company		$6,926.31	($1,168,546.28)
		Total	$20,778.27	($1,613,002.97)

Balance Summary

Average Ledger Balance	31 Days	$24,672.16
Less Average Float		$1,585.19
Average Collected Balance		$23,086.97
Average Positive Collected Balance		$23,086.97
Collected Balance		$23,086.97
Less Reserve Requirement	10.000000%	$2,308.70
Investable Balance		$20,778.27
Positive Collected Balance		$23,086.97
Less Balance Required for Services		$1,636,089.94
Excess/(Deficit) Balance		($1,613,002.97)

Results Summary

Earnings Credit Allowance	0.200000%	$3.53
Less Total Analyzed Fees		$250.12
Total Analyzed Results		($246.59)
Total Analyzed Service Charges This Statement		$246.59

The Total Deficit Analyzed Result of $246.59 was Charged to Account 123456789 on 09/07/10.

TD Bank
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Page 2 of 4

Activity For: 08/01/10 to 08/31/10
Relationship: 0000000010123456789
Settlement Account: 0000000000123456789
Settlement Type: Debit
Settlement Cycle: Monthly

ABC COMPANY

Service Detail

AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required
Balance And Compensation Info					
000230	FDIC Assessment	25	$0.1150	$2.88	$18,838.71
Depository Services					
010101	Deposits Processed	34	$1.0000	$34.00	$222,401.48
100200	Checks Deposited	60	$0.1500	$9.00	$58,870.98
150100	Checks Paid	792	$0.2200	$174.24	$1,139,742.17
General Account Services					
100000	Account Maintenance	2	$15.0000	$30.00	$196,236.60
Total Analyzed Fees				$250.12	$1,636,089.94
Total Fee Based Fees				$0.00	
Total Waived Fees				$0.00	
Total Services Performed				$250.12	

Historical Summary

Period	Average Ledger Balance	Average Uncollected Balance	Average Collected Balance	Earnings Credit	Analyzed Services	Service Charges Paid
September	$60,253.10	$3,995.02	$55,253.05	$10.12	$120.23	$110.11
October	$62,121.12	$4,102.04	$58,353.20	$11.23	$131.53	$120.30
November	$65,063.00	$4,069.01	$60,994.56	$11.28	$115.17	$103.89
December	$77,988.66	$4,000.77	$73,988.85	$14.14	$139.52	$125.38
January	$74,203.00	$4,977.11	$69,226.50	$13.23	$113.34	$100.11
February	$64,612.12	$4,998.00	$59,614.00	$10.29	[illegible]	[illegible]
March	$66,960.00	$4,515.01	$62,448.65	$11.93	[illegible]	[illegible]
April	$61,327.27	$6,206.03	$55,121.55	$10.19	[illegible]	[illegible]
May	$66,427.07	$3,974.22	$62,453.00	$11.93	[illegible]	[illegible]
June	$68,749.96	$3,783.84	$64,966.45	$9.81	[illegible]	[illegible]
July	$71,612.52	$7,187.25	$64,426.88	$9.85	[illegible]	[illegible]
August	$100,209.00	$5,859.69	$94,351.52	$14.42	$167.02	$152.60

Please review your statement promptly and notify the bank of any errors within 60 days. We will investigate your claim and will correct any errors.

STATE OF FLORIDA

Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY

UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

TD BANK, N.A.
2035 LIMESTONE ROAD
WILMINGTON, DELAWARE 19808

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 14th day of April, 2011.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

DFS-J1-1002
Rev. 3/92

Client#: 1033872 TDBAN2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 877-775-0110
75 John Roberts Road, Building C	E-MAIL ADDRESS:	
South Portland, ME 04106	INSURER(S) AFFORDING COVERAGE	NAIC #
855 874-0123	INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURED	INSURER B :	
TD Bank, N.A.	INSURER C :	
9000 Atrium Way	INSURER D : Liberty Insurance Underwriters, Inc.	19917
Mt. Laurel, NJ 08054	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EB2611259595037	10/01/2017	10/01/2018	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Retention-$250,000						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AS2611259595047	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			100010028114	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA561D259595017	10/01/2017	10/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is contingent upon award of contract to TD Bank, N.A.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of St. Pete Beach only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of St. Pete Beach Attn: Office of the City Clerk 155 Corey Ave St. Pete Beach, FL 33706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Twitchell

DESCRIPTIONS (Continued from Page 1)

Liability Conditions:

Additional Insured and Waiver of Subrogation status only applies per written contract and is subject to policy terms and conditions. Additional interests under the policy, consisting of, but not limited to mortgagees, lenders loss payees, loss payees, additional insureds and additional named insureds, are covered in accordance with Certificates of Insurance issued to such interests and on file with the Company.

Loss Adjustment and Loss Payment:

Losses shall be adjusted with and made payable to or as directed by TD Bank, N.A. The receipt by the payee so designated shall constitute a release in full of all liability with respect to such loss. Coverage as per written contract. Primary coverage and Waiver of Subrogation where required by written contract. 90-day cancellation notice except 15 days for nonpayment of premium.

MARSH

Certificate of Insurance

No.: **TDBNA-2018-131-E&O**

Dated: **June 13, 2018**

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:	Named Insured and Address:
City of St. Pete Beach **155 Corey Ave** **St Pete Beach, FL 33706** **Attn.: Office of the City Clerk**	**TD Bank, N.A.** **9000 Atrium Way** **Mt. Laurel, NJ 08054**

This certificate is issued regarding:
Certificate is contingent upon award of contract to TD Bank, N.A.

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
ERRORS & OMISSIONS • Professional Liability • Claims Made Policy	Lloyd's Underwriters	FINFW1800240	May 01, 2018 to May 01, 2019	Any one claim and in the aggregate	$ 1,000,000 Excess of $10,000 deductible

Notice of cancellation:
Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate.

Marsh Canada Limited
120 Bremner Boulevard
Suite 800
Toronto, ON M5J 0A8
Telephone: 1-844-990-2378
Fax: (416)-8682103
certificaterequestscanada@marsh.com

Marsh Canada Limited

By: Sleeting

Scott Keeting

Enterprise Business Continuity And Crisis Management

External Statement

November 2016

Business Continuity and Crisis Management Program

Business Continuity and Crisis Management (BCCM) is a vital and integral part of the TD Bank Group's (TD) normal business operations. It includes the establishment of enterprise-wide business continuity and crisis management processes that provide safeguards to minimize the likelihood, cost and duration of disruptions to business processes and services.

In preparation for and during incidents that could disrupt our business and operations, the enterprise-wide program supports the ability of senior management to continue to manage and operate their businesses, and provide customers access to products and services. Our robust program includes formal crisis management protocols and continuity strategies. TD regularly maintains and exercises business continuity and disaster recovery plans to address the loss or failure of any component on which critical functions depend.

TD's business continuity and crisis management program combines business resumption planning, crisis/incident management, and planning for systems recovery. It is governed by policies that are managed by TD's Operational Risk Management and Technology Solutions groups and aligns with professional practices of the business continuity industry.

Business Continuity Objectives

The objectives of Business Continuity are to:

- Safeguard TD's business operations;
- Support the personal safety of employees and customers;
- Support safeguarding of TD's assets;
- Mitigate and contain the impact of an interruption;
- Maintain continuity of management;
- Meet our business and service obligations to customers and stakeholders in the event of a business interruption; and
- Secure the reputation of TD.

Business Continuity Planning

All business and oversight functions management are responsible for implementing Enterprise Business Continuity and Crisis Management (EBCCM) practices and developing business-specific procedures, test plans and protocols. All business and oversight functions must assess their risk tolerance and sensitivity to a business disruption by completing the Business Impact Analysis (BIA) process to establish an enterprise criticality rating, which then determines recovery targets and the rigour of business continuity activities. The recovery strategy considers the nature, scale and complexity of the business to ensure it can reasonably continue to function and meet its various obligations in the event of an interruption. The business continuity plans address the loss or failure of critical people, systems, processes, facilities and suppliers and are supported by appropriate arrangements whether provided internally or outsourced. Our business continuity plans are reviewed at a minimum annually by business management and TD's EBCCM group to verify accuracy, quality and compliance.

Crisis and Incident Management

TD maintains an enterprise-level crisis management structure and protocol in order to facilitate effective oversight, ownership and management of crises and incidents affecting the Bank, coordinated through the EBCCM group. Escalation and communication protocols are established, exercised, maintained and coordinated in combination with business management to ensure that appropriate decision-making, effective internal and external communications and media-handling occur. All business segments and applicable oversight functions, as defined by the EBCCM group, must maintain and exercise their incident management protocols in accordance with established BCCM standards. All incident management protocols are reviewed annually by the EBCCM group. The EBCCM group is responsible for maintaining the TD's enterprise-level crisis management structure and protocol for currency and accuracy, and for exercising annually.

Exercising of Business Continuity Plans and Crisis/Incident Management Protocols

All TD businesses must exercise their business continuity plans and incident management protocols in accordance with the EBCCM Policy. All exercise and test results are reviewed at a minimum annually by the business management and the EBCCM group. Exercises are required to ensure arrangements are sufficient to meet required continuity and recovery objectives. Criteria for exercise success are based on pre-established objectives to meet minimum business continuity and crisis/incident management exercise standards.

Disaster Recovery Program

TD's Disaster Recovery Planning is managed from within TD's Technology Risk Management and Information Security Department and is comprised of a comprehensive set of technical strategies, procedures, and governance programs designed to minimize the impacts of technical interruption, and to facilitate the return to normal levels of operation and service delivery.

The program is intended to ensure the recoverability of TD's mainframe systems, applications and data, high risk distributed applications, high risk technology infrastructure, and high risk data networks. High Risk applications are housed within hardened internal data centers, with dedicated recovery solutions in place at a proprietary recovery site. Recovery plans for these high risk systems are reviewed annually and updated as necessary.

Disaster recovery exercises are performed for these solutions annually and documented in confidential internal reports.

Conclusion

TD's business continuity, crisis/incident management protocols and disaster recovery plans are documented, exercised and tested, of which, the results[1] are subject to regular independent audit.

TD does not obtain a periodic SSAE16 audit. However, pursuant to Section 404 of the Sarbanes-Oxley Act, our independent auditors have audited the effectiveness of TD's internal controls over financial reporting, results of which are publicly available as part of TD's consolidated financial statements.

TD's EBCCM Program TD's EBCCM Program is designed to meet requirements of various regulatory and supervisory agencies including: The Office of the Superintendent of Financial Institutions (OSFI), Autorité des marchés financiers (AMF), the Federal Financial Institutions Examination Council (FFIEC), the Federal Reserve Board (FRB), Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of the Currency (OCC), Financial Industry Regulatory Authority (FINRA), The Financial Conduct Authority, Prudential Regulation Authority, Netherlands (Principles for BCM requirements for Dutch Financial sector and its providers), Hong Kong Monetary Authority (HKMA) and the Monetary Authority of Singapore (MAS). TD's EBCCM Program also aligns with international standards such as the British Standard Institute (BS25999), ISO22301, and Canadian Standards Association (CSAz1600-08).

Our intent is to exercise commercially prudent and reasonable efforts to assure business continuity for TD and its customers. However, no representation or warranty is made or implied that certain events will not affect TD's systems. This document is intended as a guide to TD's EBCCM Program and nothing in this document modifies, amends, supplements or supersedes in any way any agreement, warranty or representation with respect to TD's products or services, including availability of such products or services. TD reserves the right to change the procedures and disciplines described in this document without notice, as it deems appropriate.

[1] Please note that TD's internal and vendor assessments are not available for public review.

CASH MANAGEMENT MASTER AGREEMENT

Customer: **City of St. Pete Beach**

Date: ____________

TD Bank, N.A. ("Bank") provides a broad range of non-consumer cash management products and services to its customers. The customer identified above ("Customer") wishes to use, and Bank is willing to provide to Customer, those services that have been checked below:

1. TD eTreasury Services (Appendix I) .... ☒
2. TD ACH Origination Services (Appendix II) .... ☒
3. TD Wire Transfer Services (Appendix III) .... ☒
4. TD Sweep Services (Appendix IV) .... ☐
5. TD Positive Pay Services (Appendix V) .... ☒
6. TD Controlled Disbursement Services (Appendix VI) .... ☐
7. TD Lockbox Services (Appendix VII) .... ☐
8. TD Digital Express Services (Appendix VIII) .... ☐
9. TD Account Reconcilement Services - Full (Appendix IX) .... ☐
10. TD Account Reconcilement Services – Partial (Appendix X) .... ☐
11. TD Deposit Reconcilement Services (Appendix XI) .... ☐
12. TD Check Imaging Services (Appendix XII) .... ☒
13. TD Zero Balance Account Services (Appendix XIII) .... ☒
14. TD Currency Services (Appendix XIV) .... ☐
15. TD EscrowDirect Services (Appendix XV) .... ☐
16. TD Information Reporting File Transmission Services (Appendix XVI) .... ☐
17. TD Data Exchange Services (Appendix XVII) .... ☐
18. TD ACH Third Party Sender Services (Appendix XVIII) .... ☐
19. TD Image Cash Letter Services (Appendix XIX) .... ☐
20. TD Healthcare Remittance Management Services (Appendix XX) .... ☐
21. TD Data Transmission Services (Appendix XXI) .... ☒
22. TD ACH Positive Pay Services (Appendix XXII) .... ☒
23. TD Currency Services for Smartsafe (Appendix XXIII) .... ☐

24. TD Electronic Bill Payment Presentment & Payment Services (Appendix XXIV) .... ☐

25. TD Integrated Payables Processing Services (Appendix XXV)................................. ☐

26. TD Electronic Lockbox (Bill Payment Aggregation) Services (Appendix XXVI)..... ☐

27. TD Paymode-X Services (Appendix XXVII) .... ☐

The "*Cash Management Service(s)*" or "*Service(s)*" shall hereafter mean the cash management service(s) identified above and provided by Bank (and/or Bank's third-party service providers) to Customer pursuant to this Agreement, the Appendices, including Amended Appendices, as defined below, exhibits, Setup Form(s), and any service guides or manuals made available to Customer by Bank.

Agreement

This Cash Management Master Agreement is by and between Bank and Customer. This Cash Management Master Agreement shall be and is hereby incorporated by reference into and forms part of the "Contract" between the parties, the terms of which include: (1) the Request for Proposal (the "RFP"); (2) the Bank's Proposal (the "Proposal"); and (3) this Agreement (the "CMMA"). The Parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract shall be resolved in the following order: (1) the CMMA; (2) the Proposal and (3) the RFP.

Bank agrees to provide to Customer and Customer agrees to use certain Cash Management Services (as defined above) offered and approved by Bank for Customer's use. Bank and Customer agree that the Cash Management Services will be governed by the general terms and conditions of and the Contract, including the rules and procedures applicable to each of the Services (collectively, the "Rules"). The Rules are contained in the Appendices to this Agreement, and are hereby incorporated in and made a part of this Agreement.

The following terms and conditions are applicable to all Cash Management Services provided to Customer hereunder.

1. Definitions. Capitalized terms used in this Agreement and in any Appendix, unless otherwise defined herein or therein, shall have the meanings set forth below:

"*Access Devices*" means collectively all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys and/or individual passwords associated with or necessary for Customer's access to and use of any Cash Management Services.

"*Account*" means an Account, as such term is defined in the Account Agreement, used in connection with any Cash Management Services.

"*Account Agreement*" means the Business Deposit Account Agreement issued by Bank and governing Customer's deposit relationship with Bank, as the same may be amended from time to time.

"*Affiliate(s)*" means, with respect to any party, any company controlled by, under the control of, or under common control with such party.

"*Amended Appendix*" means an amendment to an Appendix that supplements or revises, but does not revoke in its entirety, a prior Appendix for a particular Service.

"*Appendix*" means a description of the rules and procedures applicable to a particular Service to be provided by Bank to Customer. Each such Appendix, including any Amended Appendix, is incorporated herein by reference and made a part hereof, and all references herein to Agreement shall be deemed to include all Appendices unless otherwise expressly provided. If there is any conflict between the provisions of this Agreement and any Appendix or Amended Appendix, the Appendix or Amended Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

"*Authorized Representative*" means a person designated by Customer as an individual authorized to act on behalf of Customer with respect to certain matters and/or authorized to access and use the Services, as evidenced by certified copies of resolutions from Customer's board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Bank, including, without limitation, any Customer enrollment or Setup Form(s) completed by Customer.

"*Bank Internet System*" means Bank's Internet-based electronic information delivery and transaction initiation system, as may be offered by Bank from time to time, including but not limited to Bank's eTreasury Services.

"*Bank Internet System Appendix*" means the agreement issued by Bank that governs Customer's use of the Bank Internet System.

"*Business Day*" has the meaning given to it in the Account Agreement.

"Calendar Day" has the meaning given to it in the Account Agreement.

"Primary Account" means the Account designated by Customer to which any direct Service fees due Bank may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Bank.

"Substitute Check" has the meaning given to it in Section 3(16) of the *Check Clearing for the 21st Century Act* ("Check 21"), P.L. 108-100, 12 U.S.C. § 5002(16).

2. The Services.

2.1 Bank shall provide to Customer, subject to this Agreement and the applicable Appendix, all Cash Management Services that Customer may request and that Bank may approve from time to time. Bank shall not be required to provide any Services specified in an Appendix unless Customer also provides all information reasonably required by Bank to provide to Customer the Service(s) specified therein.

2.2 Customer, through its Authorized Representative, may use the Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 With the exception of scheduled off-peak downtime periods, Bank shall make all reasonable efforts to make the Services available to Customer each Business Day.

2.4 Access to on-line or Internet-based Services may be denied for various reasons, including if invalid Access Devices are used or if the user exceeds the number of invalid attempts allowed by Bank.

2.5 Customer is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement.

2.6 Customer agrees to cooperate with Bank, as Bank may reasonably request, in conjunction with the performance of the Services.

2.7 Customer agrees to comply with the Rules, as they may be amended from time to time by Bank.

2.8 A number of Bank's Services are subject to processing cut-off times on a Business Day. Customer can obtain information on Bank's current cut-off time(s) for Service(s) by reviewing the relevant Service's Setup Form(s), as applicable, or by calling Treasury Management Services Support at 1-866-475-7262, or by contacting Customer's Treasury Management Services Representative. Instructions received after a cut-off time or on a day other than a Business Day will generally be deemed received as of the next Business Day.

2.9 Except for the Service Fees (as further defined in Section 4.2 of this Agreement) and scope of included Services applicable to the Term of the Contract as further described in Section 14 of this Agreement, Bank may make changes to this Agreement and any Appendix at any time by providing notice to Customer in accordance with the terms of this Agreement or as may be required by applicable law. Notwithstanding anything to the contrary herein, any Appendix that provides for an alternative form and method for making changes to such Appendix and for providing notice of the same shall govern for that Service. Further, notwithstanding anything to the contrary in the Contract, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures associated with the Services and provide prompt subsequent notice thereof to Customer.

2.10 In connection with this Agreement and the Services, Customer agrees that it shall present, and Bank shall have a duty to process, only Substitute Checks that are created by financial institutions; provided, however, that this limitation shall not apply to Substitute Checks created with data from Customer pursuant to any Appendix for Services involving the creation of electronic check images using check conversion technology.

3. Covenants, Representations and Warranties.

3.1 Customer represents and warrants that the individual(s) executing this Agreement and any other agreements or documents associated with the Services has/have been authorized by all necessary Customer action to do so, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Service. Each Authorized Representative whom Customer permits to access and use the Services is duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Services; (ii) access any information related to any Account(s) to which the Authorized Representative has access; and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative has access.

3.2 Bank may unconditionally rely on the validity and accuracy of any communication or transaction made, or purported to be made, by an Authorized Representative and in accordance with the terms of this Agreement.

3.3 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Access Devices associated with or necessary for Customer's use of the Services.

3.4 Customer is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer."

3.5 Customer shall use the Services only for its own lawful business purposes. Customer shall not use the Services for or on behalf of any third party, except as may otherwise be approved by Bank in its sole and exclusive discretion, and as further described in Section 33. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer's officers, employees and Authorized Representatives do not use the Services for personal, family or household purposes, or for any other purpose not contemplated by this Agreement.

3.6 Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

3.7 Customer and Bank shall comply with (i) all applicable federal, state and local laws, regulations, rules and orders; (ii) the Account Agreement; (iii) all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies; (iv) the Uniform Commercial Code; (v) Office of Foreign Asset Control ("OFAC") requirements; and (vi) all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively (i) through (vi), "Compliance Laws").

4. Account Agreement; Service Fees.

4.1 Bank and Customer agree that any Account established by Customer in connection with Services offered by Bank shall be governed by the Account Agreement, including one or more fee schedules issued by Bank for the Account. If there is any conflict between the terms and provisions of this Agreement and the Account Agreement, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 During the Term of the Agreement, as described in Section 14, Customer agrees to compensate Bank for all Accounts and Services that Bank provides pursuant to this Agreement, any Appendices, and in accordance with the Proposal (the "Service Fees"). Any fees and charges associated with Accounts or Services that are not specified in the Contract shall be governed by Bank's standard schedule of fees and charges applicable to Accounts or Services generally. By signing below, Customer acknowledges receipt of the Account Agreement and acceptance of the Service Fees, and agrees to be bound by their terms.

4.3 Customer authorizes Bank to charge the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or other allowances for Customer's Account(s). If the balance of available funds in the Primary Account is not sufficient to cover such fees, Bank may charge such fees to any other deposit Account maintained on Bank's records in Customer's name. Customer also agrees to pay all sales, use or other taxes (other than taxes based upon Bank's net income) that may be applicable to the Services provided by Bank hereunder.

4.4 During the Term of the Agreement, as described in Section 14, Customer agrees to compensate Bank for all Accounts and Services that Bank provides pursuant to this Agreement, any Appendices, and in accordance with the Proposal (the "Service Fees"). Any fees and charges associated with Accounts or Services that are not specified in the Contract shall be governed by Bank's standard schedule of fees and charges applicable to Accounts or Services generally. By signing below, Customer acknowledges receipt of the Account Agreement and acceptance of the Service Fees, and agrees to be bound by their terms.

5. Customer Information. Customer agrees to provide to Bank, before Bank begins providing any Services to Customer, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification and authority. Such information may include, without limitation, official certificates of customer existence, copies of Customer formation agreements, business resolutions or equivalent documents, in a form acceptable to Bank authorizing Customer to enter into this Agreement and to receive Services from Bank pursuant hereto, and designating certain individuals as Customer's Authorized Representatives.

6. Software.

6.1 Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with the Services ("Software"). Customer agrees that all such Software is and shall remain the sole property of Bank and/or the vendor of such Software. Customer agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Customer by Bank and/or the Software vendor and/or which govern Customer's use of Software associated with the Services. Unless otherwise agreed in writing between Bank and Customer, Customer shall be responsible for the payment of all costs of installation of any Software provided to Customer in connection with the Services, as well as for selection, installation, maintenance and repair of all hardware required on Customer's premises for the successful operation of the Software.

6.2 Except as otherwise expressly prohibited or limited by applicable law, Customer shall indemnify, defend and hold harmless Bank, its successors and assigns, from and against any loss, damage or other claim or liability attributable to Customer's unauthorized distribution or disclosure of any Software provided with the Services or any other breach by Customer of any Software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank, and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach, without limiting Bank's right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Bank's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

7. Computer Requirements. For certain Cash Management Services, Customer will need to provide, at Customer's own expense, a computer or similar Internet-enabled device, software and Internet or other connections and equipment as needed to access the Services (collectively, the "Computer"). Customer's Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as Bank may specify from time to time. Customer's browser must be one that is certified and supported by Bank for optimal performance. Customer is responsible for the installation, maintenance and operation of the Computer and all related charges, including without limitation all Internet service provider, telephone and other similar charges incurred in connecting to the Services. Customer is responsible for installing and maintaining appropriate virus protection software on Customer's Computer. Bank recommends that Customer routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. Bank is not responsible for any errors or failures caused by any malfunction of the Computer. Bank is not responsible for any Computer virus or related problems that may be associated with access to or use of the Services, any Software, the Computer or other Internet access, including but not limited to any virus, Trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware or other malicious or unwanted software or related problems that may be associated with access to or use of the Services, any Software or the Computer. Bank also is not responsible for any losses or delays in transmission of information Customer provides to Bank or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing Customer's connection to the Internet or any browser software. From time to time, Bank may require that Customer upgrade or install software to the Computer to ensure the proper operation of the Services. Customer agrees to promptly load any such upgrades or additional installations upon Bank's notice to Customer.

8. Bank Third Parties.

8.1 Customer acknowledges that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to Bank in connection with Bank's provision of the Services to Customer and that accordingly, Bank's ability to provide the Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of Customer's data, instructions (oral or written) and funds. In addition, Customer agrees that Bank may disclose Customer's financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or (iii) when Customer gives its written permission.

8.2 Bank will be responsible for the acts and omissions of its Third Parties in the same manner as if Bank had performed that portion of the Services itself, and no claim may be brought by Customer against such Third Parties. Notwithstanding the foregoing, any claims against Bank (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Bank had performed that portion of the Services itself. However, Bank will not be deemed to be the agent of, or responsible for, the acts or omissions of any person (other than its Third Parties), and no such person shall be deemed Bank's agent.

9. Customer Communications; Security Procedures.

9.1 In providing the Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer or an Authorized Representative and, where applicable, the authenticity of any signatures purporting to be of Customer or an Authorized Representative. Customer agrees promptly to notify Bank of any changes to any information or authorizations provided to Bank in connection with the Services, and further agrees to promptly execute any new or additional documentation Bank reasonably deems necessary from time to time in order to continue to provide the Services to Customer.

9.2 Customer agrees that it shall be solely responsible for ensuring its compliance with any commercially reasonable security procedures established by Bank in connection with the Services, as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures if Bank has complied with the security procedures.

9.3 Bank shall be entitled to rely on any written list of Authorized Representatives provided to Bank by Customer until revoked or modified by Customer in writing. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual's authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by an Authorized Representative. Bank may also accept verbal instructions from persons identifying themselves as an Authorized Representative, and Bank's only obligation to verify the identity of such person as an Authorized Representative shall be to call back such person at a telephone number(s) previously provided to Bank by Customer as part of the Account or Services' Setup Form(s). Bank may, but shall have no obligation to, call back an Authorized Representative other than the Authorized Representative from whom Bank purportedly received an instruction. Bank may, but shall have no obligation to, request additional confirmation, written or verbal, of an instruction received from an Authorized Representative via telephone at any time or for any reason whatsoever prior to executing the instruction. Bank may also in its discretion require the use of security codes for Authorized Representatives and/or for receiving instructions or items from Customer. Customer understands and agrees, and Customer shall advise each Authorized Representative that, Bank may, at Bank's option, record telephone conversations regarding instructions received from an Authorized Representative.

9.4 Any security procedures maintained by Bank are not intended to detect errors in the content of an instruction received from Customer or Customer's Authorized Representative. Any errors in an instruction from Customer or Customer's Authorized Representative shall be Customer's sole responsibility. Customer agrees that all security procedures described in this Agreement and applicable Appendix are commercially reasonable and that Bank may charge Customer's Account for any instruction that Bank executed in good faith and in conformity with the security procedures, whether or not the transfer is in fact authorized.

9.5 Customer agrees to adopt and implement its own commercially reasonable internal policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Customer also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any Data Breaches when known or reasonably suspected by Customer and will take all reasonable measures, which may include, without limitation, retaining and/or utilizing competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches, and promptly providing all such information to Bank, subject to any limitation imposed on Customer by law enforcement or applicable law.

9.6 BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM OR AS OTHERWISE PROVIDED BY LAW. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, THE CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS DEVICES. CUSTOMER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN ITS OWN PROCEDURES TO ASSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

10. Fraud Detection / Deterrence; Positive Pay. Bank offers certain products and services such as Positive Pay (with or without payee validation), ACH Positive Pay, and Account blocks and filters that are designed to detect and/or deter check, automated clearing house ("ACH") or other payment system fraud. While no product or service will be completely effective, Bank believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items or transactions will be paid against Customer's Account. Failure to use such products or services could substantially increase the likelihood of fraud. **Customer agrees that if, after being informed by Bank or after Bank otherwise makes information about such products or services available to Customer consistent with Section 27 of this Agreement, Customer declines or fails to implement and use any of these products or services, or fails to follow these and other Bank-identified or recommended precautions reasonable for Customer's particular circumstances, Customer will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and Bank will not be required to re-credit Customer's Account or otherwise have any liability for paying such items, except to the extent that Bank has failed to exercise the required standard of care under the Uniform Commercial Code.**

11. Duty to Inspect. Customer is responsible for monitoring all Services provided by Bank, including each individual transaction processed by Bank, and notifying Bank of any errors or other problems within ten (10) Calendar Days (or such longer period as may be required by applicable law) after Bank has made available to Customer any report, statement or other material containing or reflecting the error, including an Account analysis statement or on-line Account access. Except to the extent otherwise required by law, failure to notify Bank of an error or problem within such time will relieve Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) Calendar Days after Bank made available such report, statement or on-line Account access, the transaction shall be deemed to have been properly authorized and executed, and Bank shall have no liability with respect to any error or problem. Customer agrees that its sole remedy in the event of an error in implementing any selection with the Services shall be to have Bank correct the error within a reasonable period of time after discovering or receiving notice of the error from Customer.

12. Overdrafts; Set-off. Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately, without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at, or evidenced by any certificate of deposit issued by, Bank. Except as otherwise expressly prohibited or limited by law, if any of Customer's Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

13. Transaction Limits.

13.1 In the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Bank, or will cause Bank to violate any law, regulation, rule or order to which it is subject, Bank may, in Bank's sole and exclusive discretion, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may terminate any Service then being provided to Customer. Bank will provide notice of such limits to Customer in accordance with the terms of this Agreement.

13.2 Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate showing Customer's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

14. Term and Termination.

14.1 This Agreement shall be effective when (i) signed by an Authorized Representative of Customer and accepted by Bank, and (ii) Customer delivers to Bank all documents and information, including any Setup Form(s) and electronic data, reasonably required by Bank prior to commencing to provide the Services or otherwise in accordance with the Contract, and shall terminate [___] (the "Initial Term"). The parties may renew this Agreement by mutual written agreement for an [___] (the "Renewal Term"). Bank will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide the Services to Customer until adequate documentation and information are provided.

14.2 This Agreement shall continue in effect as described in Section 14.1 unless and until terminated by either party with thirty (30) Calendar Days' prior written notice to the other. Either party may terminate an Appendix in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Customer shall, at its expense, return to Bank, in the same condition as when delivered to Customer, normal wear and tear excepted, all property belonging to Bank and all proprietary material delivered to Customer in connection with the terminated Service(s).

14.3 If an Appendix is terminated in accordance with this Agreement, Customer must contact Treasury Management Services Support for instructions regarding the cancellation of all future dated payments and transfers. Bank may continue to make payments and transfers and to perform other Services that Customer has previously authorized or may subsequently authorize; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer or to perform any other Services that Customer has previously authorized or subsequently authorizes after an Appendix had terminated.

14.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend any Service(s) provided to Customer pursuant hereto (i) if Customer or Bank closes any Account established in connection with the Service(s) that is necessary for the ongoing use of the Service(s) or necessary for Bank to charge Service Fees, including, but not limited to, closure of the Primary Account, (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing Services to Customer, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) in the event of a material breach, default in the performance or observance of any term, or material breach of any representation or warranty by Customer, (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement, as may be defined therein, (v) if there has been a seizure, attachment, or garnishment of Customer's Accounts, assets or properties, (vi) if Bank believes immediate action is necessary for the security of Bank or Customer funds or (vii) if Bank reasonably believes that the continued provision of Services in accordance with the terms of this Agreement or any Appendix would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

15. Limitation of Liability; Disclaimer of Warranties.

15.1 Customer acknowledges that Bank's fees and charges for the Services are very small in relation to the amounts of transfers initiated through the Services and, as a result, Bank's willingness to provide the Services is based on the limitations and allocations of liability contained in this Agreement. Unless expressly prohibited or otherwise restricted by applicable law, the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. In no event shall Bank be liable for any consequential, special, incidental, indirect, punitive or similar loss or damage that Customer may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits and loss or damage from subsequent wrongful dishonor resulting from Bank's acts, regardless of whether the likelihood of such loss or damage was known by Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Unless expressly prohibited by or otherwise restricted by applicable law, and without limiting the foregoing, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing paid by, charged to or otherwise assessed against Customer for Services over the three (3) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred or such fewer number of preceding months as this Agreement has been in effect. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Bank shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

15.2 Except as otherwise expressly provided in Section 8 of this Agreement, Bank shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Customer.

15.3 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer that is inaccurate, incomplete, not current, or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Customer through data transmission.

15.4 Bank is not liable for failing to act sooner than required by any Appendix or applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

15.5 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order, or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control. Bank shall not be liable for Customer's attorney's fees in connection with any such claim.

15.6 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER

EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS," AND BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.7 The provisions of this Section 15 shall survive termination of this Agreement.

16. Indemnification.

16.1 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank due to any claim or action by any person, entity or other third-party against Bank to the extent such claim or action relates to or arises out of:

(i) any claim of any person that (a) Bank is responsible for any act or omission of Customer or (b) a Customer payment order contravenes or compromises the rights, title or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;

(ii) any failure by Customer to observe and perform properly all of its obligations hereunder or any wrongful act of Customer or any of its Affiliates;

(iii) any breach by Customer of any of its warranties, representations or agreements;

(iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer or any Affiliate or subsidiary of Customer; and

(v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

16.2 The provisions of this Section 16 shall survive termination of this Agreement.

17. RESERVED.

18. Force Majeure. Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank or Customer from operating normally.

19. Documentation. The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this Agreement.

20. Entire Agreement. Bank and Customer acknowledge and agree that the Contract and any amendments hereto, all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between them with respect to the Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services.

21. Amendments. Except for the Service Fees (as further defined in Section 4.2 of this Agreement) and scope of included Services applicable to the Term of the Contract, Bank may, at any time, amend this Agreement, the Services or Appendices in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective as provided in the notice to Customer as described below. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement, or in any Appendix or the Contract, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer. As set forth in Section 14.2, Customer may terminate this Agreement or any Appendix upon its receipt of any notice of change that is not acceptable to Customer.

22. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

23. Assignment and Delegation. Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

24. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

25. Non-Waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

26. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New Jersey.

27. Notices.

27.1 Except as otherwise expressly provided in this Agreement, all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be sent by first class mail, postage prepaid, and addressed to Bank at the address provided to Customer in writing for that purpose. All such notices shall be effective upon receipt.

27.2 Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Appendix, to Customer's business mailing address or Customer's business e-mail address as it appears on Bank's records, or electronically by posting the notice on Bank's website, on an Account statement or via facsimile, and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business e-mail address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

28. Jury Trial Waiver. BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN BANK AND CUSTOMER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. The provisions of this Section 28 shall survive termination of this Agreement.

29. Beneficiaries. This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

30. Recording of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement and related to the Services may be recorded and retained by either party by use of any reasonable means, except as otherwise expressly prohibited or limited by applicable law.

31. Facsimile Signature. The parties acknowledge and agree that this Agreement and any Appendix or Amended Appendices may be executed and delivered by facsimile, and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any Appendix or Amended Appendices with an original signature for its records.

32. Relationship. Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

33. Third-Party Service Provider Activities.

33.1 Customer As a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use one or more of the Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, who may or may not otherwise be customers of Bank, as well as on Customer's own behalf (hereinafter, when acting in such capacity, referred to as "Customer As Service Provider"). Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any Services in such capacity. Customer agrees that Bank retains the right to reject any request by Customer to engage in Customer As Service Provider activities as well as any transactions initiated by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the Services in the capacity of Customer As Service Provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and conduct transactions with respect to its Accounts through use of any of the Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" in the Agreement will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the Services;

(c) all of the provisions set forth in the Agreement will apply to Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to a Service is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for that Service; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank under this Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.

33.2 Customer Engaging a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third-party service provider to act as Customer's agent to use one or more of the Services (hereinafter such third-party to be referred to as "Customer's Third-Party Service Provider"). In such event, all transactions received by Bank from Customer's Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Customer's Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Agreement. Customer agrees, jointly and severally with Customer's Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Customer's Third-Party Service Provider on behalf of Customer. Customer and Customer's Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or any continuation by Customer's Third-Party Service Provider of any Services on Customer's behalf. Notice of any termination of Customer's Third-Party Service Provider's authority to use one or more of the Services on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any transactions initiated by Customer's Third-Party Service Provider in its sole discretion.

34. Section Headings. The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define Customer's or Bank's rights or obligations.

35. **Confidentiality.** In further consideration of the terms of this Agreement, Customer expressly covenants and agrees that, effective as of its execution of this Agreement, Customer will not disclose, nor authorize its agents or attorneys to disclose, directly or indirectly, orally or in writing, spontaneously or in response to inquiries from any entity or person, the terms of this Agreement, and any other document or agreement to which reference is made herein, except pursuant to any order, summons or other legal process issued by any state or federal court, or any state, federal, municipal or other governmental agency, or as reasonably necessary to tax advisors, attorneys, accountants, and other professionals, or as necessary to fulfill any contractual undertakings hereunder. Customer expressly recognizes that any unauthorized disclosure of information specified herein, or any threatened disclosure, would cause irreparable injury to Bank which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach of the provisions of Section 35 of this Agreement by Customer, Bank shall be entitled to an injunction restraining and prohibiting Customer from doing so or continuing to do so. Nothing herein shall be construed as prohibiting Bank from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages. The restrictions set forth in this Section 35 shall not apply to

information which (i) was, is or becomes public knowledge not in violation of this Section 35; (ii) is acquired by Customers from a third party lawfully possessing such information; or (iii) is disclosed in testimony, pleadings or papers filed by Bank in any judicial proceeding. Customer understands and agrees that this Section 35 is a material provision of this Agreement, that Bank would not have entered into this Agreement without such confidentiality obligations, and that any breach of this Section 35 shall be a material breach of this Agreement.

IN WITNESS WHEREOF, Customer and Bank have duly caused this Agreement, including all applicable Appendices, to be executed by an Authorized Representative.

City of St. Pete Beach (Customer)	**TD BANK, N.A.**
SAMPLE SAMPLE (Address)	
By: ____________________ (Signature of Authorized Representative)	By: ____________________ (Signature of Authorized Representative)
Print Name: SAMPLE	Print Name: ____________________
Title: SAMPLE	Title: ____________________

Governmental

TD Bank

<u>EXHIBIT TO CASH MANAGEMENT MASTER AGREEMENT</u>:

GOVERNMENTAL ENTITY SERVICES

This Exhibit is incorporated by reference into the parties' Cash Management Master Agreement (the "Agreement") and applies to all Cash Management Services made available by Bank to Customer, as a governmental entity or unit. All capitalized terms used herein without definition shall have the meanings given to them in the Agreement. Bank and Customer agree that, notwithstanding anything to the contrary contained in the Agreement, the following terms and provisions shall apply to the Agreement:

TERMS AND CONDITIONS

1. Section 26, "Governing Law," of the Agreement is hereby deleted in its entirety and replaced with the following:

> **26. Governing Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction pursuant to which Customer was incorporated or otherwise organized, except where applicable federal law is controlling. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

2. The following new Section 34 is hereby added immediately after Section 33:

> **34. Additional Representations and Warranties.** For purposes of this Section, "Governmental Unit" means: (A) any town, city, county or similar local governmental unit, including without limitation any school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district or other political subdivision, agency, bureau, department or other instrumentality thereof, or similar quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

(a) If Customer is a Governmental Unit of the type included in (A) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other officer authorized by law with signatory authority to enter into banking services agreements; (ii) that this Agreement has been duly authorized and approved by the governing body of Customer in accordance with applicable law, and, at Bank's request, as evidenced by the certification of the Secretary or other legal authority of the governing body and provided with this Agreement; (iii) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; (iv) that if this Agreement remains in effect for more than one budget year, upon request of Bank, Customer will ratify and provide evidence of the renewal of this Agreement in subsequent years; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(b) If Customer is a Governmental Unit of the type included in (B) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by a financial or other officer authorized by law with signatory authority to enter into banking services agreements on behalf of Customer; (ii) that this Agreement has been duly authorized by a senior or similar officer of Customer; (iii) that Customer has complied with all state laws and regulations, including any regulations or policies adopted by Customer with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer service agreement; (iv) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(c) For a Customer of the type included in either (A) or (B) above, Customer and the individual signing below further represent, warrant and agree: (i) that upon Bank's request, Customer shall provide evidence of those persons authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) above; (ii) that upon Bank's request, Customer will certify its compliance with (a) or (b), as applicable, on an annual or other periodic basis; and (iii) that Customer will provide notice to Bank if any person authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

3. Effectiveness. Customer agrees to all the terms and conditions of this Exhibit. The liability of Bank under this Exhibit shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Exhibit shall remain in full force and effect until such time as a different or amended Exhibit is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX I

TD eTREASURY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and governs Customer's use of the Bank Internet System (the "Services" or "eTreasury"). All capitalized terms used herein without definition shall have the meanings given to them in the parties' Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Definitions.

"Account(s)" means, with respect to eTreasury, a checking, regular statement savings, money market deposit, certificate of deposit, investment or commercial loan or line of credit account(s) Customer maintains with Bank for business or non-consumer purposes that is designated by Customer for use with the Services, as described below.

"Account Agreement" means, in addition to the meaning contained in the parties' Cash Management Master Agreement, any and all agreements between Customer and Bank which govern Customer Accounts (as defined above) and which were provided to Customer when Customer opened its Account(s), or any other documents governing Customer's Account(s), each as may be amended from time to time.

"Administrator" or *"Account Administrator"* means Customer's employee(s) or other person(s) that Customer (or any Administrator designated by Customer) designates on the Services' Setup Form(s) (or by on-line changes to such designations as described below) as being its Authorized Representative, or as authorized to act on Customer's behalf, with respect to the Services.

"Authorized User" means any person Customer's Administrator designates as being authorized to access or use any of the Services on Customer's behalf.

"Login ID" means the electronic identification, in letters and numerals, assigned to Customer by Bank or to any additional Authorized Users designated by Customer's Account Administrator.

"Payment" means a transfer of funds to or from Customer's Account(s).

2. Services.

2.1 This Appendix describes the terms and conditions under which Bank will provide Customer with access to and use of any of the electronic information delivery and transaction initiation services that Bank makes available using the Bank Internet System.

2.2 By accessing the Services with the Access Devices (as defined in the Cash Management Master Agreement), Customer may perform any or all of the Services described in this Appendix and selected for use in the Services' Setup Form(s) and that Bank has approved for Customer's use. Bank reserves the right to reject Customer's Services' Setup Form(s), schedules and other required documents and to refuse Customer access to or use of the Services for any reason and in Bank's sole discretion. Bank may, in its sole and exclusive discretion, introduce new features of the Services from time to time but is not required to notify Customer of the availability of any such new features.

2.3 By subscribing to the Services, Customer will have access to the Services' basic features, which include but may not be limited to, in Bank's sole and exclusive discretion, the following:

2.3.1 **Previous-Day Balance Reporting.** Previous-Day Balance Reporting allows Customer to review the balances and transaction history in Customer's checking, savings, money market deposit and loan Account(s) for such period of time as described in the Services' Setup Form(s). Customer may also view images of deposit tickets, deposit items, paid checks and return deposited items. This information may be viewed upon implementation of the Services. The scope of the time periods for which transactional history and check images may be viewed (including pre-implementation periods) may vary and depend upon various factors, such as when Account(s) were opened and when the Services were first implemented and set-up.

2.3.2 **Real-Time Balance Reporting.** Real-Time Balance Reporting allows Customer to review current Account balance(s) and transaction activity in real-time.

2.3.3 **Book Transfers.** Book Transfers allows Customer to make intra-Bank fund transfers between Customer's checking, savings and loan Accounts.

2.3.3.1 **General.** Book Transfers may be made as one-time or recurring, same-day or in the future. Book Transfers may also be initiated from

(i) one-Account-to-one-Account, (ii) one-Account-to-many-Accounts, or (iii) many-Accounts-to-one-Account. Recurring Book Transfers may utilize one of several repeating frequency options (weekly, monthly, etc.), as set forth in the Services. Book Transfer templates may be created and saved for frequently executed transfers. Pending Book Transfers and templates may be edited or deleted (cancelled) through the Services by Authorized Users at any time prior to the Business Day on which the associated transfer is scheduled to occur. Book Transfer amounts and the order in which such transfers occur are limited to the available balance in the Account(s) on the effective date of the transfer. For same-day transactions, Customer will need to have a sufficient available balance in the Account from which funds are to be transferred to cover the amount of the Book Transfer. For future or recurring Book Transfers, Customer will need to have sufficient available funds on the day the transaction is to occur. The number of Book Transfers from interest bearing checking and savings Accounts are subject to the terms of the Account Agreement and federal regulations. Book Transfers that Customer transmits by Bank's cut-off time as set forth on the Services' designated website or the Services' Setup Form(s) on a Business Day will be posted to the Account as of that Business Day; however, a request (whether a same-day funds transfer or a future-dated transfer) may not result in an immediate transfer of funds or immediate availability because of the time required to process the transaction. Customer is solely responsible for the review of the previous day's transaction report and the status of the Book Transfer request within the Services to ensure that the transaction was processed. Only Book Transfers initiated through the Services will be displayed on the Services' "Transfer" reports tab. All transfers are subject to the Account Agreement.

2.3.3.2 **Future-Dated Book Transfer.** In conjunction with Book Transfers, a request to transfer funds between Customer's Accounts may be initiated and approved for a future date. The future transfer date may be scheduled for such date in advance as may be permitted from time to time by Bank and as set forth within the Bank Internet System. Future-dated transfers may be scheduled as a one-time request or a recurring request in a pre-determined amount, based on the instructions entered by Customer with the request. Future-dated Book Transfers will be initiated on the Business Day requested by Customer, not on the date Customer entered the transaction using the Services.

2.3.4 **Stop Payment.** Stop payments of checks drawn on Customer's Account(s) are subject to the terms and conditions of the Account Agreement. Notwithstanding anything in the Account Agreement to the contrary, Customer may use the Services to initiate stop payment orders for an individual check or a range of checks. Bank shall have no responsibility for losses resulting from any delay in Bank's receipt of stop payment orders transmitted by means of the Bank Internet System or for Customer not taking additional actions when a response message from the Bank Internet System indicates a response other than a successful confirmation. Customer must provide Bank with the **EXACT CHECK NUMBER OR RANGE OF CHECK NUMBERS**. When known, Customer should also provide the **EXACT AMOUNT OF THE CHECK**. If the check number is incorrect in any way or the amount of the check is inaccurate by one cent or more in the stop payment order, payment will not be stopped and Bank will not be responsible for resulting losses. All other information must be reasonably accurate. Requests are generally effective when successfully entered and submitted by Customer via the Services. Notwithstanding the foregoing, Customer understands that if the stop payment request comes too late for Bank to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then Customer's stop payment request shall be of no effect. Stop payments requested using the Bank Internet System are effective for three hundred sixty-five (365) Calendar Days unless renewed before the end of the 365-day period. Customer is solely responsible for confirming the status of a stop payment order. Except as otherwise provided by Compliance Laws or the terms of the Cash Management Master Agreement, Customer shall not have the right to stop payment on or recall any electronic fund transfers or similar payment order or transfer request given hereunder after it has been transmitted to Bank. Only stop payment orders initiated or recalled through the Bank Internet System will be displayed on the Bank Internet System's Stop Payments screen. Stop payment orders that are not initiated through the Bank Internet System may also be cancelled through the Bank Internet System.

2.3.5 **E-Learning.** E-Learning is a self-paced, interactive educational tool available via the Services that Customer may use to learn more about the various features or modules related to the Services, as well as how to use them.

2.3.6 **Customizable Dashboard.** Using this feature, Customer can configure and save Account balance views, as well as command one-click access to detailed information, balance and payment reports, and high-use transaction initiation features. It is Customer's responsibility to view the "Dashboard" for Bank notices when designating another section of the Bank Internet System as the desired landing page.

2.4 In addition to the Services as described in this Appendix and/or in the Services' Setup Form(s), additional features, modules or other Cash Management Services related to eTreasury may be offered from time to time by Bank, in its sole and exclusive discretion, including but not limited to the following:

2.4.1 **Wire Transfers.** Wire transfers are subject to the terms and conditions of the TD Wire Transfer Services Appendix. Once approved by Bank for use by Customer, this Service allows Customer to transfer funds electronically using the Fedwire or similar funds transfer system, typically from Customer's Account(s) to other account(s) with Bank or to account(s) at other banks. Domestic or foreign wire transfers entered through the Services will be processed as set forth in the TD Wire Transfer Services Appendix.

2.4.2 **ACH Originations.** ACH originations are subject to the terms and conditions of the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD ACH Third Party Service Provider Agreement, as applicable. Once approved by Bank for use by Customer, this Service allows Customer to initiate and approve ACH transactions that Customer desires Bank to enter into the ACH network on Customer's behalf. ACH transactions entered through the Services will be processed and settled) as set forth in the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD ACH Third Party Service Provider Agreement, as applicable.

2.4.3 **File Transfers.** File transfers is a method for Customer and Bank to send and receive reports and files (including, but not limited to, ACH, Reconciliation, Lockbox, and BAI files) to each other through the Internet and are subject to the terms and conditions of applicable Appendices. Such reports and files may also be auto-generated and auto-delivered.

3. Hours of Access. Customer generally may access the Services 24 hours a day, seven (7) days a week. Customer may not be able to access some or all of the Services from time to time, however, during any special or other scheduled maintenance periods, or during emergencies, interruptions or delays due to causes beyond Bank's control.

4. Account Designation.

4.1 Customer may designate any of Customer's Accounts maintained with Bank for business or non-consumer purposes for use with the Services. Generally, the taxpayer identification number for each Account must be the same, and each Account is subject to the other conditions set forth in this Appendix, except as Bank, in its sole discretion, may otherwise permit. Bank reserves the right to deny any Account designation for use with the Services in its sole discretion.

4.2 Customer may at any time add or delete any Account that Customer has designated for use with any of the Services, or change the Services associated with any Account, by notifying Bank in writing.

5. Administrator(s) and Authorized Users.

5.1 Customer shall designate Administrator(s) with Bank as set forth in the Services' Setup Form(s). Customer is solely responsible for designating its Administrator(s).

5.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility the Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrators and Authorized Users of the Services through the issuance of Access Devices. The Administrator(s) may add, change or terminate Customer's Authorized User(s) from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services. If Customer designates more than one (1) Administrator, Bank recommends that Customer manage its use of the Services and its Administrators by requiring dual control to set up new Authorized Users. Bank also recommends that Customer review and assign limits for Authorized Users that create and/or approve wire transfers and ACH transactions, as established on the Services' Setup Form(s). In the event that Bank, in its sole and exclusive discretion, assists Customer in any way with the establishment, addition or general set-up of Authorized Users, Customer understands and agrees that the Administrator(s) shall remain responsible for verifying the accuracy thereof and shall otherwise control access by any of Customer's Authorized Users to any of the Services.

5.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply. Customer is responsible for any Payment, transfer and other use of the Services and charges incurred by any Administrator and any Authorized User, even if such Administrator or Authorized User exceeds his/her authorization. Bank recommends that Customer require its Administrator(s) to review all entitlement reports available through the Services with respect to Customer's Authorized User(s).

5.4 Customer acknowledges and agrees that an Authorized User is not permitted to authorize other persons/entities to use its Access Devices. Notwithstanding the foregoing, if an Authorized User does authorize other persons/entities to use the Authorized User's Access Devices in any manner, such authorization will be considered by Bank as unlimited in amount and manner, and Customer is responsible for any transactions made by such persons/entities, until Customer's Administrator has deactivated the subject Authorized User's Access Devices. Bank will not be liable for and will not reimburse Customer for any losses that may occur as a result of this authorized use of an Authorized User's Access Devices.

5.5 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, the Administrator(s) are solely responsible for de-activating such Authorized User's Access Devices. Customer shall notify Bank in writing whenever a sole Customer Administrator leaves Customer's employ or Customer otherwise revokes a sole Administrator's authority to access or use the Services.

6. Access Devices; Security Procedures.

6.1 Upon successful enrollment, Customer can access the Services from Bank's designated website by using Customer's Computer or, as may be permitted by Bank from time to time in its sole discretion and in accordance with Bank's terms and conditions for such access, using mobile or other Internet-enabled system(s) or device(s), along with the Services' security procedures as described from time to time. A company ID assigned to Customer by Bank, a unique Login ID and an individual password will be used for log-in by Customer's Administrator(s) and Authorized User(s). The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes, as prompted by the Bank Internet System or more frequently (subject to the additional security procedures described below).

6.2 Customer acknowledges that the Administrator(s) will, and Customer authorizes the Administrator(s) to, select other Administrators and Authorized Users by issuing to any person a unique Login ID and password (subject to the additional security procedures described below). Customer further acknowledges that the Administrator(s) may, and Customer authorizes the Administrator(s) to, change or de-activate the unique Login ID and/or password from time to time and in his or her sole discretion (subject to the additional security procedures described below).

6.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, additional security procedures, including as described below:

6.3.1 Additional security procedures include a risk-based authentication security procedure for Customer, including Customer's Administrator and Authorized Users. This additional security procedure involves an additional credential for each user that is in addition to Login IDs and individual password security (hereinafter "Enhanced Authentication Security," and/or "Enhanced Log-in Security"). With Enhanced Authentication Security, additional information regarding each Authorized User's Computer and method of website access will be collected and validated automatically with the set-up process. An electronic access identity will be created for each Authorized User by combining a number of key identification points, such as IP address, Internet service provider, PC and browser settings, time of day and geographic location. These access identities are used by Bank to authenticate Authorized Users. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to that access identity.

6.3.2 An additional security procedure incorporates use of a physical security device or token ("Token") for, by way of example only, initial log-in and/or certain transactional or administrative functionality. A Token may be issued to any Authorized User(s), for example, for use in initiating and/or approving ACH transactions and wire transfers, to log in to the Services, as well as with certain administrative functionality, and/or for the creation of ACH and wire templates. Physical security of each Token is Customer's sole responsibility. With the Token, each Authorized User will receive a PIN number that the Authorized User must keep in a secure place. When an Authorized User (or Administrator) leaves Customer's employ, his or her Login ID must be deleted by Customer (or by Bank upon Customer's request) and, if a Token had been issued to such Authorized User (or Administrator), Bank must be promptly notified so that Bank may deactivate such Authorized User's (or Administrator's) Token. Any additional Authorized User requiring a Token must be authorized, in writing by Customer to Bank, for Token creation or re-creation and deployment. If applicable, fees may be assessed for additional Tokens.

6.4 Customer further acknowledges and agrees that all wire transfers and ACH transactions initiated through the Services require "dual control" or separation of duties. With this additional security feature, one Authorized User will create, edit, cancel, delete and restore ACH batches or wire transfer orders under his/her unique Login ID, password and Token; a second *different* Authorized User with his/her own unique Login ID, password and Token will be required to approve, release or delete ACH batches or wire transfer orders.

6.5 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Treasury Management Services Support immediately at 1-866-475-7262 if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

6.6 The Access Devices identify and authenticate Customer (including the Administrator and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any Payment, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, where such communications were provided to Bank in accordance with the security procedures and other terms as set forth in the Cash Management Master Agreement, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity.

6.7 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer's use of the Services and set forth in this Appendix, as well as such security best practices as described by Bank from time to time and made available on the Bank Internet System, are a commercially reasonable method for the purpose of verifying whether any Payment, transfer or other use of the Services was initiated by Customer. Customer also agrees that any election

Customer may make to change or waive any optional security procedures recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a Payment, transfer or any other use of the Services.

6.8 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a Payment or other use of the Services has been or may be made with any Access Devices without Customer's permission, Customer must contact its Administrator and Bank. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Devices, where such communications or instructions were provided to Bank in accordance with the security procedures and other terms as set forth in the Cash Management Master Agreement.

6.9 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7. Debiting Customer's Account(s). Customer authorizes Bank to charge and automatically deduct the amount of any Payment from Customer's Account(s) (or any other Account that Customer maintains with Bank, if necessary), in accordance with the Cash Management Master Agreement and the Account Agreement.

8. Electronic Statements.

8.1 As an eTreasury user, and subject to Bank's approval and applicable set-up and enrollment requirements, Customer may elect to stop or resume the mailing of paper statements for eligible Accounts by requesting this feature from Bank.

8.2 Only Accounts accessible via the Services may be enrolled for electronic statement delivery. Eligible Accounts are displayed on the "Statements" page of the Services. If Customer currently receives a consolidated periodic statement that includes multiple Accounts and Customer selects electronic statement delivery, all Accounts shown on the consolidated statement will be automatically enrolled for electronic statement delivery. For joint Accounts, only one Account owner need enroll for electronic statement delivery; provided, that each Account owner must separately enroll if that Account owner wishes to receive and have access to its Account statements electronically.

8.3 Customer's electronic statement will generally be available within 24 hours after the statement cut-off date. The statement cut-off date for Customer's electronic statement is the same as Customer's paper statement. Once made available as described herein, the information contained in Customer's electronic statement shall be deemed to have been delivered to Customer personally, whether actually received or not. Customer may view, print and download current statements and such period of statement history as set forth on the Bank Internet System. To view or print an electronic statement, Customer must have an appropriate version of Adobe Acrobat software installed on Customer's Computer sufficient to support access to a PDF file.

8.4 At Customer's request, Bank will send Customer a paper copy of Customer's electronic statement previously delivered through the Services at any time. Bank's standard fee then in effect and charged for paper delivery of copies of Account statements will apply. A request for a paper copy does not cause a termination of the electronic statement feature. A paper copy can be obtained until the copy is no longer required to be maintained by Bank as a record for the designated Account under applicable law or regulation.

8.5 Customer may revoke consent for the electronic statement feature for Customer's Accounts at any time by contacting Customer's Relationship Manager. Electronic posting of Customer's electronic statement on the Services' site and transmission of related email notices will continue until: (i) termination of the electronic statement feature; (ii) termination of Customer's designated Accounts with Bank; or (iii) termination of this Appendix, the Cash Management Master Agreement or Customer's use of the Services.

8.6 Bank may discontinue the electronic statements feature at any time in Bank's discretion and resume mailing paper statements to Customer. Bank may also add, modify or delete any feature of the electronic statements feature in Bank's discretion. Bank will provide Customer with notice of any change or termination in the electronic statement feature in accordance with the terms of the parties' Cash Management Master Agreement.

9. Alerts.

9.1 The Services allow Customer to voluntarily choose alert messages regarding Customer's Account(s), including but not limited to messages to alert Customer about high or low Account balance thresholds, debit or credit transactions cleared, and payment status for ACH and wire transactions. Bank may add new alerts from time to time, or cancel existing alerts. If Customer has opted to receive an alert that is being canceled, Bank will notify Customer in accordance with the terms of the parties' Cash Management Master Agreement. Each alert has different options available, and Customer will be asked to select from among these options upon activation of Customer's alerts service.

9.2 **Voluntary Alerts.**

9.2.1 Electronic alerts will be sent to the email address Customer has provided as Customer's primary email address for the Services or via the Services' secure messaging feature. If Customer's email address changes, Customer is responsible for informing Bank of the change. Customer can also choose to have alerts sent to a secondary email address. Changes to Customer's primary and secondary email addresses will apply to all of Customer's alerts.

9.2.2 Customer understands and agrees that Customer's alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance on an alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of alerts sent to email addresses or phone numbers connected with mobile or similar devices.

9.2.3 Alerts are not encrypted and will never include Customer's Access Devices or full Account number(s). However, alerts may include Customer's name and some information about Customer's Accounts, depending upon which alert(s) Customer selects. Anyone with access to Customer's email address will be able to view the contents of these alerts.

9.2.4 Customer may, at its option, customize the subject line of Customer's alerts for easier identification by Customer. Customer acknowledges and agrees that Customer should not include full Account number(s) or other sensitive Customer or Account information in any customized subject line.

10. Use of Financial Management (FM) Software. Use of the Services may be supplemented by use of certain FM software. Compatibility and functionality of the FM software with the Services may vary depending upon the FM software Customer is using, and Bank makes no representations or guarantees regarding use of the Services with Customer's FM software. Customer is responsible for obtaining and maintaining the FM software. Customer's use of the FM software is governed by the software license agreement(s) included with each software application. Customer must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on Customer's Computer. Customer is responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or Customer's Computer. Bank will provide Customer with reasonable assistance, when requested, to enable Customer's use of the Services with FM software. Bank is not responsible for any problems related to the FM software itself, Customer's Computer or Customer's ability to connect using the FM software as described in this Appendix. Customer should verify all Account data obtained and any transactions that may be executed on Customer's Accounts using FM software, as applicable. Bank's records of transactions, instructions and communications regarding Customer's Accounts and use of the Services supersede any records stored or created on Customer's Computer through the use of FM software. Customer is responsible for any and all obligations to any software vendor arising from Customer's use of that vendor's FM software. Customer acknowledges and agrees that the FM software versions supported by Bank for purposes of use with the Services shall be in accordance with the sunset policy of the FM software provider.

11. Additional Security Terms. In addition to the other terms of this Appendix and of the parties' Cash Management Master Agreement, Customer agrees not to disclose any proprietary information regarding the Services to any third party (except to Customer's Administrator(s) and Authorized User(s)). Customer acknowledges that there can be no guarantee of secure transmissions over the Internet and agrees to comply with any operating and commercially reasonable security procedures Bank may establish from time to time with respect to the Services. Customer will be denied access to the Services if Customer fails to comply with any of these procedures. Customer is responsible for reviewing the transaction reports Bank provides on-line and in Customer's monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Services or in the parties' Cash Management Master Agreement, all transactions will be deemed to be authorized by Customer and to be correctly executed thirty (30) Calendar Days after Bank first provides Customer with a statement or online transaction report showing that transaction, unless Customer has provided written notice that the transaction was unauthorized or erroneously executed within that period. In order to minimize risk of loss, Customer agrees to cause its Administrator or designated Authorized User(s) to review the transaction audit log available with the Services to detect unauthorized or erroneous transactions not less frequently than once every five (5) Calendar Days.

12. Terminating this Appendix; Liability.

12.1 This Appendix may be terminated in accordance with the terms and conditions of the Cash Management Master Agreement.

12.2 The provisions of this Appendix relating to Customer's and Bank's liability and the disclaimer of warranties set forth in the Cash Management Master Agreement and incorporated herein by reference shall survive the termination of this Appendix.

13. Changes to the Services and this Appendix. Bank may change the Services and this Appendix (including any amendments hereto) in accordance with the terms and conditions of the Cash Management Master Agreement.

14. Notices. Notices required by this Appendix shall be provided in accordance with the terms and conditions of the Cash Management Master Agreement.

15. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

APPENDIX II

TD ACH ORIGINATION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and the parties' Bank Internet System Agreement, as applicable. This Appendix applies to all automated clearing house ("ACH") Services made available to Customer, in Customer's capacity as an Originator, by Bank, as an Originating Depository Financial Institution ("ODFI"). All capitalized terms used herein without definition shall have the meanings given to them in either the Cash Management Master Agreement or the *NACHA Rules* (as defined below), as applicable. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The ACH network is a funds transfer system which provides for the interbank clearing of electronic credit and debit Entries for participating financial institutions. The ACH system is governed by the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines* (collectively the "*NACHA Rules*").

2. Customer Obligations.

2.1 Customer will comply and shall cause its employees, officers, directors, agents and its Authorized Representative(s) and Administrator(s) to comply with (i) the *NACHA Rules* as amended from time to time and (ii) any specifications, advisories, interim policies, or instructions related to ACH transactions issued, from time to time, by Bank, NACHA or any federal or state regulatory authorities. The duties of Customer set forth in this Appendix in no way limit the requirement that Customer comply with the *NACHA Rules*. Customer specifically adopts and makes to Bank all representations and warranties of an Originator under the *NACHA Rules*, including that Customer will not initiate Entries in violation of the laws of the United States. Customer has access to a copy of the *NACHA Rules* and acknowledges receipt of a copy. (The *NACHA Rules* may be obtained at NACHA's website at www.NACHA.org or by contacting NACHA directly at 703-561-1100.) Customer agrees to subscribe to receive revisions to the *NACHA Rules* directly from NACHA.

2.2 Customer will maintain a checking Account ("Settlement Account") at Bank with available balances as of the Effective Entry Date sufficient to offset any Entries submitted and against which any rejected or returned Entries may be credited or debited. Bank reserves the right, in its sole and exclusive discretion and at any time, to require ACH pre-funding of credit Entries requested by Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating to pre-funding of such Entries, including as otherwise set forth in this Appendix. Bank also reserves the right, in its sole and exclusive discretion and at any time, to delayed settlement of debit Entries requested by Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating thereto.

2.3 Customer agrees from time to time, upon Bank's request and in accordance with this Appendix and the parties' Cash Management Master Agreement, to promptly provide Bank with information pertaining to Customer's financial condition as Bank may request, including without limitation, the name(s) of other financial institutions that Customer is using to originate Entries.

2.4 Nothing in this Appendix or any course of dealing between Customer and Bank (i) constitutes a commitment or obligation of Bank to lend money to Customer, (ii) obligates Bank to extend any credit to Customer, to make a loan to Customer or otherwise to advance funds to Customer to pay for any payment order contrary to Bank's published availability schedules and the settlement timing as reflected herein, and in such other documents and materials as may be provided to Customer by Bank with regard to the Services from time to time, (iii) constitutes a modification of this Appendix, the *NACHA Rules*, or the Security Procedures, or (iv) otherwise constitutes an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

2.5 Customer is responsible for all tariffs, duties or taxes (excluding U.S. federal, state and local taxation of the income of Bank) that may be imposed by any government or governmental agency in connection with any payment order executed pursuant to this Appendix, including without limitation any international tariffs, duties or taxes related to international ACH Entries as further described in Section 6 below.

2.6 Customer shall be liable for all fines including without limitation any international fines related to international ACH Entries as further described in Section 6 below, that may be incurred by Bank that are attributable to Customer's failure to comply with (i) the *NACHA Rules*, or (ii) the laws, regulations and orders administered by the U.S., including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

3. Risk Exposure Limits.

3.1 Bank will establish for Customer, in Bank's sole and exclusive discretion, a transactional "Credit Exposure Limit" and a "Debit Exposure Limit" ("Exposure Limit(s)"). Each Exposure Limit will be established as an aggregate limit over multiple Settlement Dates with other not-yet-settled transactions issued by Customer through any ACH application with Bank. The Exposure Limits are based on Customer's financial condition and anticipated or historical level(s) of Entry instructions with Bank. Bank will notify Customer of Customer's Exposure Limits prior to implementation of the Services.

3.2 Customer shall promptly notify Bank if Customer anticipates a significant increase or decrease in the dollar amount of any of its ACH transactions. Bank may, from time to time, in its sole discretion, change the amount of Customer's Exposure Limits. Bank may, on an annual or more frequent basis, in Bank's sole discretion, review Customer's Exposure Limits and make any adjustments to Customer's Exposure Limits that Bank may deem appropriate.

3.3 Bank monitors all Exposure Limits for every customer that originates ACH transactions. Bank may suspend or reject processing of any Entry instructions if such Entry exceeds Customer's Exposure Limit(s). Bank may, in its sole and exclusive discretion, but shall have no obligation, to elect to process occasional Entry instructions that would exceed Customer's Exposure Limit(s). If Customer's Entry instructions exceed its Exposure Limit(s), Bank may elect to process such instructions subject to there being sufficient available funds in the Settlement Account, or in any other Customer Account(s) authorized by Bank for ACH transaction purposes, for the total amount of all credit Entries submitted to Bank for processing. In such event, Bank may elect to reduce available funds in the Settlement Account, as well as place a hold on available funds in any other Customer Account(s) authorized by Bank for ACH transaction purposes to the extent necessary to cover the total amount of the ACH credit Entries, on the Business Day that Bank begins processing Customer's ACH file. Customer's Settlement Account will be debited on the effective Settlement Date of the file, simultaneously with removal of the hold on funds in the other Customer Account(s). Alternatively, if Customer's Entry instructions exceed Customer's Exposure Limit(s), Bank may elect to process such instructions and release a file against insufficient collected funds, subject to Customer promptly depositing collected funds in the Settlement Account in the form of a cash deposit, wire transfer, intra-bank fund transfer or loan advance to cover Customer's funding obligation.

4. File Transmission Methods; Addenda.

4.1 Customer may elect, in accordance with the Services' Setup Form(s), to transmit a NACHA-formatted file to Bank via the following methods, or via such other methods as Bank may permit from time to time in its sole and exclusive discretion:

4.1.1 **Bank Internet System Transmission**. Customer may transmit a NACHA-formatted file to Bank via the service described in the Bank Internet System Appendix. Customer agrees to the terms of the Bank Internet System Appendix and its related security procedures when initiating Entries as described therein.

4.1.2 **Direct Electronic Transmission**. Customer may transmit a NACHA-formatted file directly to Bank, as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Connectivity between Bank and Customer must be established and successfully tested prior to live transactions.

4.2 **Electronic Data Interchange ("EDI")**. EDI consists of the electronic movement of data between Customer and Bank in a structured, computer-retrievable data format that permits information to be transferred between a computer program at Customer's location and a computer program at Bank's location without re-keying. Customer and Bank may transmit between each other an ACH file that contains ACH Addenda which conform to the *NACHA Rules* via EDI, and as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Bank will process and forward Addenda information along with financial transactions through the ACH network. Bank will, upon Customer's request, forward Addenda information to Customer within two (2) Business Days of Bank's receipt of such information.

5. Transmittal of Entries by Customer.

5.1 Customer will send file(s) of credit and debit Entries to Bank (i) with computer readable information; (ii) with an ACH file and format consistent with current NACHA file and Bank specifications; and (iii) on the medium as agreed by the parties and in accordance with the security procedures associated with that transmission medium. Customer agrees to initiate Entries described herein in accordance with the requirements of, and in compliance with its responsibilities, representations and warranties as an Originator under, the *NACHA Rules.*

5.2 With respect to any credit and debit Entries initiated and transmitted by Customer that involve consumers, Customer will comply with, each as may be amended from time to time: (i) all authorization, disclosure and other requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, including, without limitation, any applicable requirements of Regulation E of the Consumer Financial Protection Bureau (or any successor entity who administers Regulation E) (hereinafter "Regulation E") and the Federal Electronic Funds Transfer Act.

5.3 Customer acknowledges the right of a consumer Receiver of an unauthorized debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from Receiver's account by such Receiver sending a written notice to Receiver's Receiving Depository Financial Institution ("RDFI") in accordance with the *NACHA Rules* (i.e., a Written Statement of Unauthorized Debit), and where such notification is received in time and in a manner that reasonably allows the RDFI to meet the deadline for transmitting a Return Entry as provided in the *NACHA Rules*. Customer also acknowledges the right of a corporate Receiver of a debit Entry, as applicable and as described in the *NACHA Rules,* to obtain a refund of the funds debited from such Receiver's account by such Receiver sending a notice to Receiver's RDFI within two (2) Business Days following the Settlement Date of the original Entry. Customer indemnifies Bank against any such claim for a refund by any Receiver.

5.4 In accordance with this Appendix, Customer may use the Services to initiate and transmit credit and debit Entries with certain Standard Entry Class ("SEC") Codes. Authorized SEC Codes include PPD, PPD+, CCD, CCD+ and CTX. All other SEC Codes may be used with proper designation on the Services' Setup Form(s) and in accordance with additional instructions from and requirements by Bank, as applicable. Bank may also suspend or terminate Customer's use of one or more SEC Codes at any time in Bank's sole and exclusive discretion.

6. International ACH Transactions ("IAT Entries").

6.1 An IAT Entry is a debit or credit Entry that is part of a payment transaction involving a Financial Agency located outside of the territorial borders of the United States, which is processed through the domestic ACH network, pursuant to the *NACHA Rules,* including the rules pertaining to International ACH Transactions. IAT Entries also include those that are funded directly by an incoming international wire or similar funding source. The *NACHA Rules* establish SEC Code "IAT" for all International ACH Transactions. Customer agrees to be bound by the *NACHA Rules* and all other statutes and regulations pertaining to IAT Entries, including all applicable OFAC and FinCEN rules and regulations associated with IAT Entries. Customer acknowledges that IAT Entries require additional mandatory information, according to special formatting requirements, in the computer record for such Entries within an ACH batch file. Customer expressly agrees to identify and properly initiate all IAT Entries. Bank will facilitate IAT Entries to Receivers located in foreign countries approved by Bank and facilitated by the ACH or the Gateway Operator (hereinafter in this Section, collectively, "ACH Operator"). Bank will process each IAT Entry in accordance with (a) the laws and payment system rules and requirements of the receiving foreign country ("Foreign Country Rules"), (b) any agreement governing IAT Entries between Bank and the ACH Operator through which Bank processes the IAT Entry, the terms of which Bank communicates to Customer prior to Customer's use of the Services or from to time thereafter, and (c) the *NACHA Rules*.

6.2 Customer acknowledges and agrees that IAT Entries may be subject to laws, regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Before initiating an IAT Entry, Customer agrees to understand and accept the Foreign Country Rules. An IAT Entry must be authorized by the Receiver. The form and content of the Receiver's authorization, including whether such authorization is oral, electronic or written, is governed by Foreign Country Rules. Customer assumes the risk of rejection of its Entries according to Foreign Country Rules, Bank and the ACH Operator. Customer expressly acknowledges and agrees that Outbound IAT Entries, once transmitted, are irrevocable and are subject to the Foreign Country Rules; furthermore, the time frames for return of an Entry are determined by the Foreign Country Rules and may exceed the sixty (60) day return window for consumer Entries defined by the U.S. ACH system and the *NACHA Rules,* as well as the return window for non-consumer Entries. Customer also agrees that IAT Entries may not be dishonored, reversed or settled upon a specific date, and that pre-notifications are not permitted with respect to IAT Entries involving certain foreign countries. To the extent not otherwise prohibited by law, in connection with IAT Entries, (1) Customer assumes the risk of all fluctuations in foreign exchange rates or availability, and (2) Customer assumes the risk of loss for creating any and all erroneous IAT Entries. Customer acknowledges and agrees that the processing, settlement and/or availability of such Entries may be delayed or suspended in the event that Bank determines that enhanced scrutiny or verification of such Entries is necessary under the *NACHA Rules* and/or applicable U.S. law. The ACH Operator through which Bank processes the IAT Entry, in its sole discretion, may also refuse to handle IAT Entries. Customer acknowledges that Bank shall have no liability for such delay or refusal.

6.3 In addition to the provisions of Section 22 of this Appendix, Customer makes the following additional representations and warranties with respect to any IAT Entry submitted by Customer or on Customer's behalf:

6.3.1 Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN; and

6.3.2 The origination of an Outbound IAT Entry is in compliance with the Foreign Country Rules, including any requirements regarding authorization with respect to an IAT Entry.

6.4 Bank will not be liable for (a) any failure or delay by the ACH Operator, any intermediary financial institution, or the financial institution designated to receive the IAT Entry in the receiving country in processing or failing to process any IAT Entry that is transmitted to the receiving country, or (b) the acts or omissions by a third party, including without limitation, the delay or failure of any third party to process, credit or debit any IAT Entry. Bank is also not responsible for the transmission or settlement of IAT Entries on foreign holidays or other days on which foreign countries may not process Entries.

6.5 With respect to credit IAT Entries that Customer wishes to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will originate the IAT Entries in U.S. dollars ("USD") only. Once the Entry is transmitted by Bank to the ACH Operator, the ACH Operator will convert the amount to be transferred from USD to the Foreign Currency. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, the ACH Operator will convert the amount to be returned from the Foreign Currency to USD. Bank will not be liable for any difference in the amount of the original Entry after it has been converted from the Foreign Currency to USD. Further, if Customer designates the currency to arrive at the receiving financial institution in Foreign Currency, and the designated Receiver account at the receiving financial institution is a USD account, Customer acknowledges that the receiving financial institution may: (1) elect to convert the currency back to USD and post the transfer to the Receiver's account accordingly, or (2) return the Entry, in which case the amount transferred is converted from Foreign Currency back to USD to post back to Customer's account. Customer assumes all foreign exchange risk associated with any of the foregoing.

7. Security Procedures.

7.1 Customer and Bank shall comply with the security procedures set forth or incorporated by reference in this Appendix, the Cash Management Master Agreement, the Bank Internet System Appendix, Data Transmission Services Appendix and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s) (collectively the "Security Procedures"), with respect to Entries transmitted by Customer to Bank. Customer acknowledges and agrees the Security Procedures are a commercially reasonable method for the purpose of verifying the authenticity of Entries (or any request for cancellation or amendment thereof). Customer further acknowledges that the purpose of the Security Procedures is not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Bank and Customer for the detection of any such error.

7.2 Customer is strictly responsible for establishing, implementing, maintaining and (as appropriate) updating its own security procedures (a) to safeguard against unauthorized transmissions, and (b) relating to the initiation, processing and storage of Entries. As required by the *NACHA Rules* with respect to the protection of ACH information (non-public information, including financial information of Receivers and Customer's customers, used to create, or contained within, an ACH Entry and any related addenda record), Customer shall ensure that its security policies, procedures and systems:

- Protect the confidentiality and integrity of the protected information,
- Protect against anticipated threats or hazards to the security or integrity of protected information until its destruction, and
- Protect against unauthorized use of protected information that could result in substantial harm to the Receiver/customer.

Customer warrants to Bank that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and Customer agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions Bank provides in connection with the Security Procedures. If Customer believes or suspects that any such information or instructions have been known or accessed by an unauthorized person, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Treasury Management Services Support, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers Bank makes in good faith prior to, and within a reasonable time period after, its receipt of such notification.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

8. Compliance with Security Procedures.

8.1 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request), and Customer shall be obligated to pay Bank the amount of such Entry (or request) even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedures. To the extent that signature comparison is to be used as part of any applicable Security Procedures, Bank shall be deemed to have complied with that part of such Security Procedures if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of Customer and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

8.2 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the Security Procedures and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with the Security Procedures.

9. Recording and Use of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Appendix may be electronically recorded and retained by either party by use of any reasonable means.

10. Processing, Transmittal and Settlement of Entries by Bank.

10.1 Bank will process, transmit and settle for credit and debit Entries initiated by Customer as provided in the *NACHA Rules* as in effect from time to time, and pursuant to this Appendix. Exclusive of "Same Day ACH Entries," which are described in Section 23 below, Bank will transmit such Entries as an ODFI to the ACH Operator by the deadline of the ACH Operator, provided such Entries are received by Bank prior to 8:00 p.m. Eastern Time ("ET") and the ACH Operator is open for business on such Business Day. Entries received after 8:00 p.m. ET will be deemed received the following Business Day. If the Effective Entry Date falls on a non-Business Day, final settlement will occur on the next Business Day. Customer may submit a NACHA-formatted file up to the time limit in advance of the Effective Entry Date as the Services permit, or as may otherwise be permitted by Bank under the terms of this Appendix. Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the delivery of late Entries.

10.2 If the file of Entries is received other than in specified NACHA and Bank format, Customer will be required to provide Bank with a corrected file. If a corrected file of Entries is received later than 8:00 p.m. ET on the delivery date with an intended Effective Entry Date of next-Business Day, Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the processing of late Entries.

10.3 For purposes of this Appendix, Entries shall be deemed received by Bank, in the case of electronic file transmission, when the transmission is completed as set forth in Bank's Appendix for Data Transmission Services and/or the Services' Setup Form(s).

10.4 If any of the requirements of this Section 10 (or of Section 23 with respect to Same Day ACH Entries) are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

11. On-Us Entries. Except as otherwise provided herein, in the case of an Entry received for credit or debit to an account maintained by Bank (an "On-Us Entry"), Bank will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date, provided the requirements set forth herein are otherwise met. If those requirements are not met, by reason of stale or same-day Effective Entry Dates on such Entries, Bank will credit or debit the Receiver's account in the amount of such Entry on the date the Entry was received by Bank, or if the Entry was received on a non-Business Day, Bank will credit or debit the Receiver's account in the amount of such Entry on the next Banking Day following the date the Entry was received by Bank. Bank will have the right to reject an On-Us Entry as described in Section 12, *Returned or Rejected Entries*. In the case of an On-Us Entry, Bank will have all rights of an RDFI including, without limitation, the rights set forth in *NACHA Rules*.

12. Returned or Rejected Entries.

12.1 In the event any Entry is returned or rejected by the ACH Operator or any RDFI or Intermediary Depository Financial Institution for any reason whatsoever, it shall be the responsibility of Customer to remake and resubmit such Entry or otherwise resolve the returned Entry in accordance with the *NACHA Rules.*

12.2 Bank shall remake such Entry in any case where rejection by the ACH Operator was due to mishandling of such Entry by Bank and sufficient data is available to Bank to permit it to remake such Entry. In all other instances, Bank's responsibility will be to receive rejected or returned Entries from the ACH Operator, perform necessary processing, control and settlement functions, and to forward such Entries to Customer. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

12.3 Bank may reject any Entry which does not comply with the requirements of Section 5, *Transmittal of Entries by Customer*, or Section 7, *Security Procedures*. Bank may also reject any Entry which contains a future Settlement Date that exceeds the limits set forth within the Services. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the *NACHA Rules.* Bank may reject any Entry or file if Customer has failed to comply with its Settlement Account balance obligations under Section 2, *Customer Obligations*, or Customer's Exposure Limit under Section 3, *Risk Exposure Limits*. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reasons of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank may monitor Customer's rejected or returned Entries. Bank reserves the right, in its sole and exclusive discretion, to require Customer to establish a reserve Account in the event that an excessive number of Customer's debit Entries are rejected or returned.

12.4 In accordance with *NACHA Rules*, Bank may monitor returned Entries, and in its sole discretion, may: (1) require Customer to lower its return rates, (2) invoke premium penalty fees for unauthorized or excessive return rates, and/or (3) invoke termination or suspension of the Services and/or this Appendix in conjunction with Section 31 of this Appendix.

13. Cancellation or Amendment by Customer. Customer shall have no right to cancel or amend any Entry or file after its receipt by Bank. However, if such request complies with the Security Procedures applicable to the cancellation of data, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

14. Reversing Entries/Files. If Customer discovers that any Entry or file Customer has initiated was in error, it may use the Services to correct the Entry or file by initiating a reversal or adjustment, or Customer may notify Bank of such error and Bank will utilize reasonable efforts on behalf of Customer, consistent with the *NACHA Rules*, to correct the Entry or file by initiating a reversal or adjustment of such Entry or file. In all such cases, it shall be the responsibility of Customer to notify the affected Receiver that an Entry or file has been made which is at variance with the authorization or is otherwise erroneous. Customer indemnifies Bank against any claim by any Receiver that a reversing Entry or file requested by Customer is wrongful. Customer understands and acknowledges that certain RDFIs may not or cannot comply with such reversal and that, in such an event, Bank will debit Customer's Settlement Account in the amount of the provisional credit applied to the Settlement Account for such Entry or file.

15. Notice of Returned Entries. Bank will use reasonable efforts to notify Customer by phone or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry re-transmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, Bank shall have no obligation to re-transmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

16. Notifications of Change. Bank will use reasonable efforts to notify Customer of each Notification of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by Bank related to Entries transmitted by Customer within two (2) Business Days after receipt thereof. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC or Corrected NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

17. Pre-Notification and Rejection of Pre-Notification. Bank recommends that, as permitted by the *NACHA Rules* or applicable law, Customer send pre-notifications at least three (3) Business Days prior to initiating an authorized Entry to a particular account in a format and medium approved by the *NACHA Rules*. Customer may also initiate a new pre-notification (i) when any changes are made to an account number, financial institution, or individual identification number or (ii) as otherwise stated in the *NACHA Rules*. If Customer receives notice that any such pre-notification has been rejected by an RDFI, Customer will not initiate any related Entry until the cause for rejection is resolved as provided in the *NACHA Rules.* If Customer receives notice that an RDFI will not receive Entries without having first received a copy of the authorization signed by its customer, Customer will not initiate any Entry to such customer(s) until it has provided the RDFI with such authorization within the time limits provided in the *NACHA Rules*. Customer understands and acknowledges that once a pre-notification has been initiated using the Services, Customer will be restricted from initiating any Entry to such customer(s) for three (3) Business Days.

18. Participant Authorization for Entries.

18.1 To the extent required by the *NACHA Rules* or applicable law, Customer will obtain all consents and written authorizations for all Entries in accordance therewith. Such authorizations and any related disclosures shall be in a form that complies with (i) all requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, as the same may be amended from time to time, including, without limitation, any applicable requirements of Regulation E, the Federal Electronic Funds Transfer Act, and sanctions enforced by OFAC. Customer shall obtain and maintain current information regarding OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or by visiting the OFAC website at www.ustreas.gov/ofac.) Each Entry will be made according to such authorization and shall comply with the *NACHA Rules*. No Entry will be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver or other party has terminated.

18.2 Customer shall retain all consents and authorizations for the period required by the *NACHA Rules*. Customer will furnish to Receiver, or to Bank upon its request, an original or a copy of an authorization as required under or for any purpose required by the *NACHA Rules*. No investigation or verification procedure undertaken by Bank shall be deemed to limit or waive Customer's obligations under this Section.

19. Re-initiation of Entries. Customer may not re-initiate Entries except as prescribed by the *NACHA Rules*.

20. Payment by Customer for Entries; Payment by Bank for Entries.

20.1 Except as may otherwise be agreed by Bank in its sole and exclusive discretion, Customer shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Appendix at such time on the date of transmittal by Bank of such credit Entry as Bank, in its discretion, may determine.

20.2 Customer shall promptly pay Bank the amount of each debit Entry returned by an RDFI pursuant to this Appendix.

20.3 Bank will pay Customer the amount of each debit Entry transmitted by Bank pursuant to this Appendix at such time on the Settlement Date with respect to such debit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date as Bank, in its discretion, may determine.

20.4 Bank will use reasonable efforts to promptly pay Customer the amount of each credit Entry returned by an RDFI that was transmitted by Bank pursuant to this Appendix.

20.5 Customer acknowledges and agrees that any failure of Customer to make payment to Bank as described in this Section may constitute an event of default under any other agreement for credit that Customer or any of Customer's Affiliates has with Bank or any Affiliate of Bank. Customer further acknowledges and agrees to execute and deliver any further documents and instruments as Bank may require to effectuate the cross-default contemplated hereby.

21. Third-Party Service Provider; Third-Party Sender Activities.

21.1 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third party to act as Customer's agent to process Entries on Customer's behalf and for purposes of the services provided hereunder ("Third-Party Service Provider"), as set forth in the Services' Setup Form(s). All data received by Bank from Third-Party Service Provider, including Entries and instructions (and corrections or adjustments thereto), are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Appendix. Customer agrees, jointly and severally with Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Third-Party Service Provider on behalf of Customer. Customer and Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Third-Party Service Provider of any services on Customer's behalf, including without limitation Bank's Third-Party Service Provider Agreement, as the same may be modified by Bank from time to time. Notice of any termination of Third-Party Service Provider's authority to transmit data and instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any Third-Party Service Provider and any Entries initiated by Customer's Third-Party Service Provider in its sole discretion.

21.2 Customer may not use the services provided hereunder to process Entries on behalf of Customer's clients (defined as a "Third-Party Sender" under the *NACHA Rules*), except where Customer has formally requested to engage in such activity in advance and where Bank has provided its prior approval, which Bank may grant or withhold in its sole and exclusive discretion. In the event Bank approves of such use, Customer shall execute such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any ACH services in the capacity of a Third-Party Sender. Customer agrees that Bank retains the right to reject any request by Customer to engage in Third-Party Sender activities as well as any Entries initiated by Customer in such capacity, in Bank's sole discretion.

22. Customer Representations and Agreements; Indemnity. In addition to Customer representations, agreements and warranties otherwise described in this Appendix, Customer further represents and warrants to Bank and agrees, with respect to each and every Entry transmitted by Customer or any Third-Party Service Provider on Customer's behalf, that:

(i) Each person shown as the Receiver of an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;

(ii) Such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein;

(iii) Entries transmitted to Bank by Customer are limited as set forth in Sections 3 and 5;

(iv) Customer shall perform its obligations under this Appendix in accordance with the laws of the United States and all other applicable laws, regulations and orders, including, but not limited to, the transaction screening and sanctions laws, regulations and orders administered by OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to the providers of ACH payment services;

(v) Customer shall be bound by and comply with the provisions of the *NACHA Rules* (among other provisions of the *NACHA Rules*) that make payments of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry;

(vi) Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount of the Entry;

(vii) with respect to each International ACH Transaction ("IAT") that Customer may be permitted by Bank to initiate, Customer shall (a) classify and format payments transmitted to or received from a financial agency outside the U.S. as an IAT in accordance with the *NACHA Rules*, (b) provide data necessary to accompany the transaction in compliance with the Bank Secrecy Act's "Travel Rule," (c) screen the IAT prior to transmitting any file(s) of Entries to the Bank in accordance with the requirements of OFAC and comply with OFAC sanctions, and (d) otherwise comply with and be subject to all other requirements of U.S. law, the *NACHA Rules*, OFAC and FinCEN, as well as the Foreign Country Rules;

(viii) with respect to each Internet-initiated/mobile ("WEB") (as defined under the *NACHA Rules*) ACH Entry that Customer may be permitted by Bank to initiate, (a) Customer employs (1) commercially reasonable detection systems to minimize risk of fraud related to Internet-initiated payments, (2) commercially reasonable procedures to verify validity of routing numbers, (3) commercially reasonable methods of authentication to verify the identity of the Receiver, and (4) a commercially reasonable level of encryption technology, and (b) where required by the *NACHA Rules* and/or Bank, Customer conducts annual audits as to its security practices and procedures that include, at a minimum, verification of adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use and (3) network security to ensure secure capture, storage, and distribution, and will provide proof of such audits to Bank upon request;

(ix) with respect to each Telephone-Initiated ("TEL") Entry that Customer may be permitted by Bank to initiate, Customer has (a) employed commercially reasonable procedures to verify the identity of the Receiver, and (b) utilized commercially reasonable procedures to verify that routing numbers are valid;

(x) with respect to each Accounts Receivable ("ARC") Entry that Customer may be permitted by Bank to initiate, (a) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (b) Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver's source document for each ARC Entry for two (2) years from the Settlement Date of the ARC Entry, (c) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to ARC Entries, (d) Customer has established reasonable procedures under which the Receiver may notify Customer that receipt of Receiver's checks does not constitute authorization for ARC Entries to the Receiver's account and that Customer will allow the Receiver to opt-out of check conversion activity, and (e) the source document to which each ARC Entry relates may not be presented or returned such that any person will be required to make payment based on the source document unless the ARC Entry is returned;

(xi) with respect to each Back Office Conversion ("BOC") Entry that Customer may be permitted by Bank to initiate, (a) Customer has employed commercially reasonable procedures to verify the identity of the Receiver, (b) Customer has established and maintains a working telephone number for Receiver inquiries regarding the transaction that is answered during normal business hours and that such number is displayed on the notice required by the *NACHA Rules* for BOC Entries, (c) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (d) Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver's source document for each BOC Entry for two (2) years from the Settlement Date of the BOC Entry, (e) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to BOC Entries, and (f) the source document to which each BOC Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC Entry is returned;

(xii) with respect to each Point-of-Purchase ("POP") Entry that Customer may be permitted by Bank to initiate, the source document provided to Customer for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry (a) is returned voided to the Receiver after use by Customer and (b) has not been provided to the Receiver for use in any prior POP Entry; and

(xiii) with respect to each Returned Check ("RCK") Entry that Customer may be permitted by Bank to initiate, (a) all signatures on the item are authentic and authorized, (b) the item has not been altered, (c) the item is not subject to a defense or claim, (d) the Entry accurately reflects the item, (e) the item will not be presented unless the related Entry has been returned by the RDFI, (f) the information encoded after issue in magnetic ink on the item is correct, and (g) any restrictive endorsement placed on the item is void or ineffective.

Customer shall indemnify and hold Bank harmless from any loss, liability or expense (including reasonable attorneys' fees and costs) resulting from or arising out of any breach of the foregoing warranties, representations or agreements. Customer shall also indemnify and hold Bank harmless from any claim of any person that Bank is responsible for any acts or omissions of Customer regarding any Entry received from Customer, or those of any other person related thereto, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI.

23. Same Day ACH ("SDA"). Upon the effective date of the changes to the *NACHA Rules* enabling the same-day processing of certain ACH payments (the "SDA Rule"), Customer may be permitted, in Bank's sole and exclusive discretion, to initiate SDA Entries. In the event Bank approves Customer's initiation of SDA Entries, either on a one time or other periodic basis, Customer agrees as follows:

23.1 Customer shall be solely responsible for transmitting its SDA Entries with the appropriate intended Effective Entry Date to qualify as an SDA Entry under the *NACHA Rules*.

23.2 Customer shall only initiate individual Entries that comply with the $25,000 or less transaction limit per SDA Entry, as large-dollar transactions (over $25,000) are not eligible for same-day processing under the *NACHA Rules.*

23.3 Customer will not initiate an SDA Entry as an IAT, as IATs are not eligible for same-day processing under the *NACHA Rules*.

23.4 Customer will transmit its SDA Entries to Bank in accordance with Bank's SDA Entry processing deadlines, as established by Bank from time to time and disclosed to Customer.

23.5 Customer acknowledges and agrees that if Customer sends an Entry with a stale or invalid Effective Entry Date, such Entry may be deemed and processed by Bank as an SDA Entry if transmitted in accordance with Bank's SDA Entry processing deadlines.

23.6 Customer acknowledges and agrees that if any of the requirements of this Section 23 are not met, including without limitation a failure by Customer to meet Bank's or the ACH Operator's deadline for SDA, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next available processing deadline on which the ACH Operator is open for business.

23.7 Customer further acknowledges that Bank will not consider the content of the Company Descriptive Date indicator when determining Customer's intent for processing and settlement of SDA Entries.

23.8 Customer will not initiate SDA Entries that are otherwise ineligible for SDA Entry processing and settlement in accordance with the *NACHA Rules*.

23.9 Customer otherwise agrees to and will comply with all other requirements under the *NACHA Rules* and by Bank with respect to SDA Entries, including as the same may be amended from time to time.

23.10 Customer will indemnify and hold Bank harmless from any SDA Entry processing and settlement that is performed by Bank as described herein and in accordance with the NACHA Rules, notwithstanding Customer's intent.

23.11 Customer will indemnify and hold Bank harmless from any intended SDA Entry not meeting the ACH Operator deadline due to Customer delays, or due to Bank processing delays that are beyond Bank's reasonable control.

24. Inconsistency of Name and Account Number. Customer acknowledges and agrees that if an Entry describes a Receiver inconsistently by name and account number, then (i) payment of such Entry transmitted to an RDFI may be made by the RDFI (or by Bank for an On-Us Entry) on the basis of the account number, even if it identifies a person different from the named Receiver and (ii) Customer's obligation to pay the amount of Entry to Bank is not excused in such circumstances. Similarly, if an Entry describes an RDFI inconsistently by name and routing number, payment of such Entry may be made based on the routing number, and Customer shall be liable to pay that Entry.

25. Banks Unable to Accept ACH Transactions. If Customer submits an Entry to Bank relating to an RDFI which is not a participant in the ACH, then (i) Bank may reject such Entry and use reasonable efforts to notify Customer of such rejection or (ii) if Bank does not reject such Entry, upon receiving a return transaction related to the Entry from the ACH Operator, Bank may offset the Settlement Account and notify Customer of such transaction.

26. Notices, Instructions, Etc.

26.1 Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

26.2 Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been provided in accordance with the provisions of the parties' Cash Management Master Agreement.

27. Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for five (5) Business Days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the *NACHA Rules* regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents and records of authorization, in accordance with the *NACHA Rules*.

28. Data Breaches.

28.1 Customer agrees that it will adopt and implement commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft, or unauthorized access to data or information ("Data Breaches"), including but not limited to, Consumer-Level ACH Data.

28.2 Customer agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions.

28.3 Customer will provide timely and accurate notification to Bank by calling 1-866-475-7262 with regard to any Data Breaches when known or reasonably suspected by Customer, including but not limited to, Data Breaches to Consumer-Level ACH Data, and will take all reasonable measures, including, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to Bank.

29. **Audit**. Bank has the right to periodically audit Customer's compliance with the *NACHA Rules*, U.S. law and Bank policies, including, but not limited to, this Appendix.

30. **Records**. All electronic or other files, Entries, Security Procedures and related records used by Bank for transactions contemplated by this Appendix shall be and remain Bank's property. Bank may, in its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

31. **Termination**. The parties may terminate this Appendix in accordance with the terms and conditions of the parties' Cash Management Master Agreement. In addition, if Customer breaches the *NACHA Rules* or causes Bank to breach the *NACHA Rules*, this Appendix may be terminated or suspended by Bank upon ten (10) Business Days' notice, or such shorter period as may be provided in the parties' Cash Management Master Agreement. Any termination of this Appendix shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to termination, the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations or provisions that by the nature of their terms survive termination of this Appendix, including without limitation Sections 2, 5, 10, 12, 13, 14, 18, 20, 21, 22, 27, 32, 33 and 34.

32. **Cooperation in Loss Recovery Efforts**. In the event of any damages for which Customer or Bank may be liable to the other or to a third party relative to the Services, both parties shall undertake reasonable efforts to cooperate with the other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that Customer or Bank may be obligated to defend or elects to pursue against a third party.

33. **Governing Law**. In addition to the terms and conditions of the parties' Cash Management Master Agreement, the parties agree that if any payment order governed by this Appendix is part of a funds transfer subject to the federal Electronic Funds Transfer Act, then all actions and disputes as between Customer, or any Third-Party Service Provider acting on Customer's behalf, and Bank shall be governed by Article 4-A of the Uniform Commercial Code, as varied by this Appendix.

34. **Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

APPENDIX III

TD WIRE TRANSFER SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement, and the parties' Bank Internet System Appendix, and applies to all TD Wire Transfer Services ("Services") made available to Customer by Bank via the Bank Internet System. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the Bank Internet System Appendix, as applicable. To the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, or with the terms and conditions of the Bank Internet System Appendix, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Description of the Services.

1.1 The Services described in this Appendix provide Customer with the capability to transfer funds from specific Account(s) with Bank to other accounts (the "Recipient Account(s)") as directed via the Bank Internet System. The Recipient Account(s) may be Customer accounts or third-party accounts, and may be with Bank or with domestic or foreign third-party financial institutions. Customer may use the Services to initiate one-time wire transfers, or to create templates for wire transfers made on a repetitive basis which involve the same Customer Account and Recipient Account ("Repetitive Transfer(s)"). All wire transfers must be initiated by an Authorized Representative of Customer.

1.2 Prior to Customer's use of the Services, Customer must first agree to and transmit all instructions in accordance with all of the terms, conditions and security procedures associated with the Bank Internet System, as further set forth in the Cash Management Master Agreement, including the Bank Internet System Appendix.

2. Execution of Wire Transfers.

2.1 By submitting a wire transfer, Customer authorizes Bank to withdraw the amount of any requested wire transfer which Customer may authorize and instruct via the Bank Internet System, plus any applicable fees and charges, from Customer's designated Account. Subject to the terms of this Appendix, Bank will accept and execute a wire transfer received from Customer that has been authenticated by Bank and that is in conformity with the Security Procedure (as further described below), cut-off times and other requirements as described in this Appendix and associated Bank Setup Form(s) and other documentation.

2.2 All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank, or a similar wire transfer system used primarily for funds transfers between financial institutions. Notwithstanding the foregoing or anything to the contrary in this Appendix, Bank may use any means of transmission, funds transfer system, clearing house, intermediary or correspondent bank that Bank reasonably selects to transfer funds from time to time.

2.3 Each wire transfer must include the following information in addition to any information which Bank may require for proper identification and security purposes: (i) Account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) currency type, (iv) Customer's address, (v) name and ABA routing number or SWIFT BIC of the payee's (i.e., beneficiary's) bank, and (vi) name, address and account number of the payee (i.e., beneficiary). In the event a wire transfer describes an account number for the payee that is in a name other than the designated payee, Bank may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

2.4 Templates created by Customer for Repetitive Transfers are the sole and exclusive responsibility of Customer. Except as otherwise expressly prohibited or limited by law, Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed a Repetitive Transfer, including without limitation, any loss due to Customer error in creating the Repetitive Transfer template.

3. Time of Execution.

3.1 Bank will execute each authenticated wire transfer that is in conformity with all security procedures, cut-off times and other requirements set forth herein. Bank may require additional authentication of any wire transfer request. Bank reserves the right to reject a wire transfer request that cannot be properly authenticated. Cut-off times may be established and changed by Bank from time to time. Instructions for wire transfers received after such cut-off times may be treated by Bank for all purposes as having been received on the following Business Day.

3.2 Except for future-dated wire transfers, domestic wire transfers (U.S.-based receivers) initiated and approved by Bank's cut-off time on a Business Day will be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank; wire transfers initiated and approved after Bank's cut-off time for domestic wire transfers will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank. Future-dated domestic wire transfers will be initiated on the effective date requested by Customer, not on the date Customer entered the transaction using the Services.

3.3 Bank may handle wire transfers received from Customer in any order convenient to Bank, regardless of the order in which they are received.

4. International Wires.

4.1 International wire transfers (non-U.S. receivers) of foreign currency initiated and approved by Bank's cut-off time for international wire transfers of foreign currency on a Business Day, and an international wire transfer of U.S. currency initiated and approved by Bank's cut-off time for international wire transfers of U.S. currency on a Business Day, will be processed within the industry standard delivery time (in most, but not all cases, two (2) Business Days). Foreign wire transfers may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information supplied by Customer.

4.2 Bank shall send Customer's authorized and authenticated wire transfers to foreign banks through any bank which is a member of Bank's correspondent network. Neither Bank nor any of Bank's correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign wire transfer by any means of transmission. Customer acknowledges that foreign currency wire transfers must be based on a currency that Bank trades and that all rates of exchange will be the rate in effect at the time of execution of the wire transfer order, or at any other rate as may be agreed to by the parties. If the financial institution designated to receive the funds does not pay the payee (beneficiary) specified in a wire transfer order that is payable in foreign currency and the funds are returned to Bank, Bank will not be liable for a sum in excess of the value of the funds after they have been converted from foreign currency to U.S. dollars at Bank's buy rate for exchange at the time the cancellation of the wire transfer order is confirmed by Bank, less any charges and expenses incurred by Bank. If Customer elects to initiate an international wire transfer in U.S. currency, Customer acknowledges that the receiving bank may elect to pay the payee (beneficiary) in foreign currency at an exchange rate determined by the receiving bank. Customer agrees to bear all risk of loss due to fluctuation in exchange rates, and Customer shall pay Bank any costs and expenses of foreign currency conversion at Bank's then-prevailing rates, terms and conditions. Customer is advised that Bank's prevailing exchange rates may be less favorable to Customer than market exchange rates.

4.3 Bank makes no guarantee or representation as to the availability of funds at the foreign destination. Bank makes no express or implied warranty as to the time or date the wire transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank, or the time or date the payee (beneficiary) will receive credit for funds.

4.4 Customer understands and acknowledges that if the named payee (beneficiary) does not match the account at the receiving bank, there is a risk the payee may not receive the wired funds. If the transfer is not received or credited in a timely manner, Bank will follow normal and customary procedures to complete the wire transfer, determine the location of the wired funds and/or return the funds to Customer. If Bank is unable to determine that the funds have been credited to the payee's account or have the funds returned, Customer assumes all financial liability or risk of loss for the amount of the wire transfer.

4.5 International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Bank has no obligation to accept any international wire transfer(s) directed to or through persons, entities or countries restricted by government regulation or prior Bank experience with particular countries. To the extent not otherwise prohibited by law, in connection with any international wire transfer(s) involving a transfer to or from any country outside of the U.S., and except as otherwise expressly prohibited or limited by law, Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed the international wire transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a payee (beneficiary).

5. Cancellation and Amendment of a Wire.

5.1 An Authorized Representative may request that Bank attempt to cancel or amend a wire transfer previously received from Customer. If a cancellation or amendment request is received by Bank before the wire transfer is executed and with sufficient time to afford Bank an opportunity to act upon Customer's request, Bank may, on its own initiative but without obligation, make a good faith effort to act upon such request. In the event Customer's cancellation or amendment request is received after execution of Customer's wire transfer request, Bank will attempt to have the wire transfer returned. Notwithstanding the foregoing, Bank shall have no liability for the failure to effect a cancellation or amendment, and Bank makes no representation or warranty regarding Bank's ability to amend or cancel a wire transfer. Except as otherwise expressly prohibited or limited by law, Customer agrees to indemnify Bank against any loss, liability or expense which Bank incurs as a result of the request to cancel or amend a wire transfer and the actions Bank takes pursuant to such request. Without limiting the foregoing, Customer agrees to be responsible for any losses arising from currency conversions effected by Bank pursuant to any foreign currency wire transfer order previously received from Customer that Customer subsequently requests be cancelled or amended.

5.2 Customer acknowledges and agrees that after a wire transfer order has been accepted by the payee's (beneficiary's) financial institution, return of such funds must be authorized by the beneficiary, and Bank has no responsibility to procure the return of such funds. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

6. Notice of Rejection or Return. Bank shall have no liability for wire transfers sent by Bank as directed by Customer which cannot be completed or which are returned due to incorrect information furnished by Customer. Customer is required to fully complete payee (beneficiary) name, and address, as the payee (beneficiary) bank may elect to return an otherwise valid wire transfer for incomplete payee (beneficiary) information. Bank may reject or impose conditions that must be satisfied before it will accept Customer's instructions for any wire transfer, in its sole discretion, including without limitation Customer's violation of this Appendix, Customer's failure to maintain a sufficient Account balance, or Bank's belief that the wire transfer may not have in fact been authorized. A wire transfer may also be rejected by an intermediary or payee (beneficiary) bank other than Bank, or by operation of law. If a wire transfer is rejected by Bank, Bank will notify Customer by telephone, by electronic means, by facsimile or by mail, depending on the method of origination. Upon rejection or return, Bank shall have no further obligation to act upon a wire transfer, nor shall Bank have any liability to Customer due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer.

7. Security Procedure.

7.1 Customer agrees that the security procedures used by Customer and set forth or incorporated by reference in this Appendix and/or associated documents, including but not limited to the Bank Internet System Appendix, are a commercially reasonable method of providing security against unauthorized wire transfers and for all other instructions from Customer to Bank (hereinafter the "Security Procedure"). Any wire transfer by Customer shall bind Customer, whether or not authorized, if transmitted in Customer's name and accepted by Bank in compliance with the Security Procedure. Customer also agrees that any election Customer may make to change or refuse the Security Procedure is at Customer's risk and that any loss resulting in whole or in part from such change or refusal will be Customer's responsibility.

7.2 Bank may, from time to time, modify the Security Procedure. Except as expressly provided otherwise in this Appendix or in the parties' Cash Management Master Agreement, any such changes generally will be effective immediately upon notice to Customer as described in the parties' Cash Management Master Agreement. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.4 Customer hereby acknowledges that the Security Procedure is neither designed nor intended to detect errors in the content or verify the contents of a wire transfer by Customer. Accordingly, any errors contained in wire transfers from Customer shall be Customer's responsibility, and Customer shall be obligated to pay or repay (as the case may be) the amount of any such wire transfer. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.5 Customer is strictly responsible for establishing and maintaining its own procedures to safeguard against unauthorized wire transfers. Customer covenants that no employee or other individual will be allowed to initiate wire transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedure and any Access Devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank and/or Customer. If Customer believes or suspects that any such Access Devices, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Treasury Management Services Support, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period thereafter.

8. Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number. In submitting any order or related instructions, Customer shall be responsible for providing all necessary information required by Bank in conjunction with the Services. The Services are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in an unintended transfer of funds. Bank bears no responsibility and shall not be liable to Customer for any information provided by Customer in an order or related instructions that are inaccurate, incomplete or otherwise incorrect. When placing an international wire transfer order, Customer may be responsible for entering certain information provided to Customer by Bank, which may include, but is not limited to, the applicable exchange rate and/or a contract number. Customer acknowledges and agrees that Bank will not be liable for any loss, liability or expense incurred as a result of a Customer error related to entry of such required information. Customer acknowledges and agrees that, in accordance with Article 4A of the Uniform Commercial Code, Bank shall be entitled to rely upon the numbers supplied by Customer to identify banks, payees (beneficiaries) and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by Customer. Bank and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. Customer acknowledges that payment of an order or related instructions may be made by the payee's (beneficiary's) bank on the basis of an identifying or bank account number even if it identifies a person different from the named payee (beneficiary).

9. Payment; Authorization to Charge Account. Customer agrees to pay Bank the amount of each wire transfer received from Customer on the Business Day Bank executes said wire transfer or at such other time as Bank may determine. Bank will validate that sufficient funds are available in Customer's Account prior to a wire transfer being executed. Generally, if sufficient funds are not available in Customer's Account, the wire transfer will not be executed by Bank. Bank may, without prior notice or demand, obtain payment of the amount of each wire transfer by debiting the Account designated. In the event there are not sufficient funds available in the Account, Bank also reserves the right to debit any other Account that Customer maintains with Bank.

10. Wire Confirmation; Account Reconciliation. Customer may confirm the execution of a wire transfer via the Bank Internet System. Completed wire transfers will also be reflected in Customer's periodic Account statement. Customer acknowledges and agrees that Bank is not obligated to provide Customer with a separate advice or notice for each completed wire transfer. If Customer requests that Bank provide a special notice and Bank agrees to do so, Bank reserves the right to impose a Service Fee for such notice in accordance with the Cash Management Master Agreement.

11. Service Providers. Bank may use a service provider to perform, as Bank's agent, all or any portion of Bank's obligations under this Appendix. Customer may be required to direct wire transfers and other requests to said provider.

12. Bank Reliance; Authentication.

12.1 Bank shall be entitled to rely in good faith on communications it receives as being given or sent by an Authorized Representative and as being genuine and correct. Bank shall not be liable to Customer for the consequences of such reliance.

12.2 **BANK MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS IT MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. BANK MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK, OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO BANK. IF BANK IS UNABLE TO OBTAIN SATISFACTORY VERIFICATION, BANK, IN ITS SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER.** In no event shall Bank be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

12.3 Bank may electronically record any telephone conversations between Bank personnel and Customer with respect to the Services, in accordance with applicable law.

12.4 Wire transfer transactions are subject to all the foregoing and all regulations governing electronic transactions, including but not limited to Article 4A of the Uniform Commercial Code.

13. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

APPENDIX V

TD POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. In the event of inconsistency between a provision of this Appendix and the Uniform Commercial Code ("U.C.C.," as further defined below), the parties intend to modify the effect of the applicable U.C.C. provisions to the maximum extent permitted by law.

TERMS AND CONDITIONS

1. Definitions.

1.1 **Statutory Definitions.** Unless otherwise defined in this Appendix, words or phrases shall have the meanings set forth in the U.C.C. in effect from time to time under the laws of the State specified in the governing law provision of the parties' Cash Management Master Agreement.

1.2 **Definitions.**

"*Authorized Account*" means the Account(s) of Customer, maintained at Bank, to which the Services described herein will apply.

"*Available Funds*" means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Board Regulation CC and Bank's applicable funds availability schedule and policies.

"*Check Issue File*" means a record describing checks drawn by Customer on an Authorized Account and provided by Customer to Bank in accordance with Section 2.2.

"*Exception Check*" means a Presented Check or a Systematic Override Check (described in Section 2.2.2 below) that does not match data included in a Check Issue File.

"*Exception Check Report*" means a record describing Exception Checks which is provided by Bank to Customer in accordance with Section 2.3.

"*Pay Decision(s)*" means the instructions of Customer to Bank instructing Bank to pay an Exception Check.

"*Presented Check*" means a check, substitute check, or electronically-presented check drawn on an Authorized Account and presented to Bank for payment through the check collection system or over-the-counter at one of Bank's branch teller stations.

"*Return Decision(s)*" means the instructions of Customer to Bank instructing Bank not to pay an Exception Check.

"*U.C.C.*" means the Uniform Commercial Code as in effect under the laws of the State specified in the parties' Cash Management Master Agreement, as it may be amended from time to time.

2. Services.

2.1 **Description.**

2.1.1 The Services described in this Appendix will provide Customer with a means to either affirmatively approve the payment of a particular check upon presentment or to object to its payment. Customer acknowledges that the Services have been identified by Bank as reducing the risk of fraudulent items being paid against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer agrees and acknowledges that Customer may significantly reduce the possibility that fraudulent items will post to Customer's Account(s).

2.1.2 Customer acknowledges and agrees that the Services apply only to magnetic ink character recognition (MICR) encoded paper checks and documents. Therefore, the Services and this Appendix shall not apply to any electronic funds transfer (EFT), Automated Clearing House (ACH) transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Appendix shall have no effect with respect to any such transactions on Bank or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

2.2 **Check Issue File.**

2.2.1 Customer shall submit a Check Issue File to Bank. The Check Issue File shall accurately state the check number and the exact amount of each check drawn on each Authorized Account since the last Check Issue File was submitted (and the payee name, if Customer elects to receive payee verification services described below). Each Check Issue File shall also identify any checks that have been cancelled by Customer prior to issuance.

2.2.2 **Payee Verification Services.** If Customer elects to receive payee verification services in conjunction with the Services, the following additional terms shall also apply. Bank's payee verification services require the payee name to match against Customer's Check Issue File at a minimum threshold or matching score. The payee name in the Check Issue File will be electronically compared to the payee name on Presented Checks. Other information related to the payee name may also be electronically compared as part of the automated verification process to establish a matching score. Such comparisons that result in a minimum threshold or matching score will be deemed to be a matching check. Customer is responsible for complying with the payee verification services' check specifications as specified by Bank from time to time in order to ensure the highest level of performance from the payee verification services. If Customer is unable or unwilling to comply with the payee verification services' check specifications as specified by Bank, Bank may, in its sole and exclusive discretion: (a) terminate or suspend Customer's use of the payee verification services as provided in the Cash Management Master Agreement, or (b) at Customer's request, re-configure the software associated with the payee verification services to systematically process Presented Checks in reliance solely on the payee name provided by Customer to Bank in the Check Issue File and without regard to any other information related to the payee name that may appear on the Presented Checks (hereinafter "Systematic Override Checks"). Any Presented Check or Systematic Override Check that does not result in a minimum threshold or matching score shall be deemed an Exception Check and reported as such in accordance with the terms of this Appendix. Except as may otherwise be provided in this Appendix and in the Cash Management Master Agreement, Bank shall have no liability for Systematic Override Checks.

2.2.3 Customer shall send the Check Issue File to Bank in the format and medium, by the deadline(s), at scheduled day(s), at the place(s) specified by Bank and agreed to by Customer, as set forth in Services' Setup Form(s). The deadline for transmissions of the Check Issue File to Bank shall be set forth in the Services' Setup Form(s).

2.3 **Payment of Presented Checks and Reporting of Exception Checks.**

2.3.1 Bank shall compare each Presented Check by check number, check amount and payee name (if Customer elects to receive payee verification services) against each Check Issue File received by Bank. Bank may satisfy its obligation hereunder by comparing check number, amount and payee name (if applicable) set forth in Substitute Checks, checks presented over-the-counter at one of Bank's teller stations and/or electronic presentment of checks. On each Business Day, Bank:

(a) may pay and charge to the Authorized Account each Presented Check that matches, by check number, amount and payee name (if applicable), a check shown in any Check Issue File;

(b) may pay and charge to the Authorized Account all Systematic Override Checks that match, by check number, amount and payee name (if applicable and as described herein), a check shown on any Check Issue File; and

(c) shall provide to Customer an Exception Check Report that indicates whether Bank has received any Exception Checks and, if so, provide the image of the Exception Check(s) by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System. Customer must provide check payment approval or return instructions to Bank on each Exception Check reported by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System ("Pay or Return Decisions").

2.3.2 Bank shall not pay any Presented Check for which Bank has received from Customer a stop payment request consistent with the terms and conditions of the parties' eTreasury Services Appendix or the Account Agreement.

2.4 **Payment and Dishonor of Exception Checks.** Except as provided in Section 2.4.4 below, Bank will pay or return Exception Checks in accordance with Customer's Pay or Return Decisions.

2.4.1 **Pay Decisions.** Bank shall finally pay and charge to the Authorized Account, to the extent there are sufficient Available Funds in the Authorized Account, any Exception Check that Customer directs Bank to pay.

2.4.2 **Return Requests.** Bank shall return to the depositary bank any Exception Check drawn on an Authorized Account that Customer directs Bank to return.

2.4.3 **Default Options.** If Customer fails to provide Pay or Return Decisions to Bank in accordance with these requirements, Exception Checks will be handled in accordance with the default option as set forth in the Services' Setup Form(s) for each Authorized Account, in accordance with the following:

(a) **Return Default.** Where Customer has agreed to the return default option, Bank shall return to the depositary bank any Exception Check drawn on that Authorized Account.

(b) **Pay Default.** Where Customer has agreed to the pay default option, Bank may finally pay and charge to the Authorized Account any Exception Check drawn on that Authorized Account.

2.4.4 **Checks Presented for Payment at Bank Teller Stations.**

2.4.4.1 Notwithstanding anything in this Appendix to the contrary, Bank may, in its sole and absolute discretion, return to the person presenting a check drawn on an Authorized Account for payment over-the-counter at one of Bank's teller stations any such check that does not appear on a Check Issue File (i.e., an Exception Check). Customer acknowledges and agrees that Bank shall have no obligation to inform Customer that any such check has been presented for payment at a Bank teller station. Bank shall have no liability to Customer for wrongful dishonor with respect to any such check.

2.4.4.2 If a check drawn on an Authorized Account is presented for payment over-the-counter during such time the Bank is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond the control of Bank, then, notwithstanding any other provision of this Appendix, Customer authorizes Bank to pay the Presented Check, even if the Presented Check is an Exception Check. Additionally, Bank shall have no obligation to notify Customer of any such Presented Check.

2.5 **Customer and Bank Communications.**

2.5.1 Customer or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Appendix (e.g., the revision of Check Issue Files, Exception Check Reports, Pay Decisions, Return Decisions). The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.

2.5.2 Bank shall use only Check Issue Files that comply with Section 2.2 and have not been revoked in accordance with Section 2.5.1 in the preparation of Exception Check Reports under this Appendix.

2.5.3 Customer shall use only Exception Check Reports that comply with Section 2.3 and have not been revoked in accordance with Section 2.5.1 in the preparation of Pay Decisions and Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a deadline, or at a place not permitted under this Appendix and Services' Setup Form(s), but may instead treat such a Pay Decision or Return Decision in accordance with the default option agreed to by Customer in the Services' Setup Form(s).

2.5.4 Bank is not responsible for detecting any Customer error contained in any Check Issue File, Pay Decision or Return Decision sent by Customer to Bank.

2.6 **Submission of Data Prior to Implementation of Services.** Customer shall submit to Bank a current, reconciled list of all outstanding checks issued on each Authorized Account one (1) week prior to the implementation of the Services hereunder. Depending on the frequency with which Customer issues checks, Bank reserves the right to require Customer to submit one or more additional such lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Services.

3. Remedies.

3.1 **U.C.C. Liability.** To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Appendix, except as modified below. To the extent permitted by U.C.C. Articles 3 and 4, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

3.2 **Wrongful Honor.** It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check Report unless: (i) Customer issued a Pay Decision, or (ii) Customer agreed to the pay default option and did not issue a Return Decision by the deadline set forth in the Services' Setup Form(s). In the event that there is wrongful honor, the following shall apply:

3.2.1 Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid Exception Check or Customer's actual damages resulting from Bank's payment of the Exception Check.

3.2.2 Bank expressly waives any right it may have to assert that Customer is liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under U.C.C. Section 4-401.

3.2.3 Bank retains the right to assert Customer's failure to exercise reasonable care under U.C.C. Sections 3-406 and 4-406.

3.2.4 Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank's honor of the Exception Check discharged for value an indebtedness of Customer.

3.3 **Wrongful Dishonor.** Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check: (i) that Bank has been ordered to pay pursuant to a Pay Decision, or (ii) for which Customer has not issued a Return Decision under the pay default option by the deadline set forth in the Services' Setup Form(s).

3.3.1 Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under U.C.C. Articles 3 and 4.

3.3.2 Notwithstanding Section 3.3.1, Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Check:

(a) that it reasonably believed was not properly payable; or

(b) if there are insufficient Available Funds on deposit in the Authorized Account; or

(c) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

3.4 **Rightful Payment and Dishonor.** Except as provided in Section 3.5, the following shall apply:

3.4.1 If Bank honors an Exception Check in accordance with the pay default option agreed to Customer or in accordance with a Pay Decision issued by Customer, such honor shall be rightful, and Customer waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. section 4-401.

3.4.2 If Bank dishonors an Exception Check in accordance with the return default option agreed to by Customer or in accordance with a Return Decision issued by Customer, the dishonor shall be rightful, and Customer waives any right it may have to assert that the dishonor was wrongful under the U.C.C. section 4-402.

3.4.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of this Appendix.

3.5 **Faulty Information.** Subject to the terms and conditions of the Cash Management Master Agreement, Bank shall be liable for losses, other than incidental or consequential damages, proximately caused by its honor of a check that was not properly payable, or its dishonor of a check that was properly payable, if the honor or dishonor occurred because Bank, in accordance with the provisions of Section 2 of this Appendix:

(a) should have shown the check on an Exception Check Report but failed to do so due to Bank error, unless Bank provided Customer with timely information that disclosed the error; or

(b) showed the check on an Exception Check Report but referenced the wrong check number due to Bank error, unless Bank provided Customer with timely information that disclosed the error.

3.6 **Assignment.** To the extent that Customer suffers a loss under this Appendix, Bank assigns to Customer any claim that Bank would have against a depositary or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. Sections 4-207, 4-208, and 4-209.

4. **Stop Payment and Return Decisions.** The Services will not be used as a substitute for Bank's stop payment services. Customer will follow Bank's standard stop payment procedures if it desires to return a check that matches the data included in a Check Issue File or other check that was validly issued. Nothing in this Appendix will limit Customer's right to stop payment on any check that matches the data included in a Check Issue File or other check, or Bank's right to return any check that matches the data included in a Check Issue File or other check that Customer has authorized Bank to pay in accordance with this Appendix if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected or Available Funds in the Authorized Account to pay it.

5. **Governing Law.** Except where expressly required by contrary provisions of the U.C.C., any claim, controversy or dispute arising under or related to this Appendix shall be governed by and interpreted in accordance with the governing law provision of the parties' Cash Management Master Agreement.

6. **Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the parties' Cash Management Master Agreement is terminated. In the event of termination, all sums owed to Bank hereunder shall be immediately due and payable.

APPENDIX XII

TD CHECK IMAGING SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Check Imaging Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services are designed to provide Customer with images of Customer's paid checks and a file, in Portable Document Format ("PDF"), of the Account statement associated with those checks on an optical compact disc ("CD"). On a predetermined schedule, or per Customer's Account statement cycle, a CD which contains front-and-back images of all Customer checks paid during that period will be mailed to Customer. The CD contains an associated index that is used for the retrieval of the paid check images. Application software, sublicensed to Customer by Bank and installed on Customer's Computer ("Computer Software"), is used to scan the CD and produce images that match the index search criteria entered by Customer. Bank will include images of any Substitute Checks (as defined in the parties' Cash Management Master Agreement) and/or reconstituted electronic images on the CD. Bank may also provide Customer with images of Customer's deposited checks (front and back) and deposit tickets as part of the Services, subject to Bank's prior approval.

2. Software; Hardware. In addition to but not in lieu of the terms and conditions contained in the parties' Cash Management Master Agreement regarding software and Customer's Computer, the following shall also apply:

2.1 The Computer Software (and associated license agreement(s) or terms) will be included with each CD mailed to Customer. Customer may be provided with additional Computer Software, or with software to be placed on Customer's network ("Network Software") in conjunction with the Services. The Services are contingent upon the successful installation of the Computer Software and any Network Software (collectively, the "Services' Software") by Customer.

2.2 A user manual will be provided to Customer which outlines the hardware and Services' Software requirements, as well as specific Customer instructions for use of the Services. Customer shall be solely responsible, at Customer's expense, for obtaining any and all requisite hardware and software, in addition to the Services' Software, for proper utilization of the CD and for repairing, servicing, and maintaining any and all such hardware.

2.3 Customer understands and acknowledges that the Services' Software is not the property of Customer. Customer acknowledges that Customer has, and shall have, no right, title, or interest in or to the Services' Software, except the perpetual license and right to use the Services' Software for the purposes described herein and in accordance with the terms of all license agreements and other documents provided to Customer by Bank. Customer further acknowledges that Customer has, and shall have, no right to copy, transfer, alter, modify, reverse compile, reproduce in any manner or convey in any manner, any part or all of the Services' Software.

2.4 Bank shall have the right to modify, correct, enhance or issue replacement Services' Software from time to time at its sole discretion. Customer shall immediately update the Services' Software with any requisite changes upon notice thereof from Bank.

3. CD Issuance.

3.1 Bank will use reasonable efforts to produce and mail a CD to Customer within five (5) Business Days after the predetermined schedule or end of the Account statement cycle (the "Cycle Cut-Off Period"). Bank will use reasonable efforts to produce a replacement CD within five (5) Business Days of receipt of notice from Customer should the CD be lost or deficient.

3.2. **Maximum Time Period for Replacement.** Customer acknowledges and understands that Bank may not be able to produce or replace a CD after one hundred twenty (120) days have elapsed from the end of the respective Cycle Cut-Off Period.

4. No Warranty. In addition to but not in lieu of the terms and conditions contained in the parties' Cash Management Master Agreement regarding disclaimer of warranties, BANK FURTHER DISCLAIMS ANY IMPLIED WARRANTY OF DURABILITY OF THE IMAGES OF CHECKS IMAGED IN CONNECTION WITH THE SERVICES.

5. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX XIII

TD ZERO BALANCE ACCOUNT SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Zero Balance Account Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix permit Customer to maintain a zero or other pre-selected target balance in certain secondary or sub-accounts that are associated with a primary commercial checking account, all as further described below.

1.1 Customer will designate a primary checking Account (the "ZBA Parent Account"), and one or more secondary Accounts (the "ZBA Sub-Accounts") to be associated with the Services, as set forth in the Services' Setup Form(s).

1.2 Through the Services, Customer authorizes Bank to transfer funds between the ZBA Parent Account and ZBA Sub-Accounts in order to bring the respective balances of the ZBA Sub-Account(s) to the pre-selected target balance(s), as set forth in the Services' Setup Form(s).

1.3 Customer may select a target balance for each Sub-Account in the amount of $0 or a pre-defined collected or ledger balance amount.

1.4 After posting all debits and credits to the ZBA Sub-Accounts each Business Day, each ZBA Sub-Account's balance in excess of the target balance, including both collected and uncollected balances, will be transferred automatically to the ZBA Parent Account, unless Customer elects to transfer collected balances only.

1.5 In the event that, after posting of all debits and credits to the ZBA Sub-Accounts each Business Day, the balance in any ZBA Sub-Account is less than the target balance, sufficient funds from the ZBA Parent Account will, to the extent available, be transferred to the ZBA Sub-Account to reach the target balance.

1.6 Bank is under no obligation to transfer funds to any one or more ZBA Sub-Accounts to the extent that such transfer(s) would cause an overdraft of collected balances in the ZBA Parent Account. Bank may, in its sole discretion, determine the priority in which funds from the ZBA Parent Account are applied to ZBA Sub-Account(s).

1.7 Customer agrees that Bank is not acting as a fiduciary with respect to funds in either the ZBA Parent Account or in any ZBA Sub-Account.

1.8 If any of the ZBA Sub-Accounts are owned by an Affiliate of Customer, then: (1) Customer represents and warrants it has all necessary power and authority to transfer funds into and out of such ZBA Sub-Account(s), and (2) Customer will indemnify Bank from any claim by any owner(s) of such ZBA Sub-Account(s) or any third party with respect to a transfer into or out of such ZBA Sub-Account(s).

2. Termination; Effectiveness.

2.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and associated Services shall automatically and immediately terminate if the ZBA Parent Account and/or the ZBA Sub-Account(s) are closed.

2.2 Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

APPENDIX XXI

TD DATA TRANSMISSION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to TD Data Transmission Services made available to Customer by Bank or Bank's third-party service provider. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Data Transmission Services (the "Services") provide Customer with the ability to exchange information files with Bank's (or its third-party service provider's) information systems for a variety of needs and functions. This Service allows Customer to send and/or receive its Bank files using File Transfer Protocol ("FTP"), Hypertext Transfer Protocol Secure ("Secure Web"), Secure File Transfer Protocol ("SFTP"), SWIFT Transmission, or via such other method as the parties may agree upon from time to time, as may be set forth in a Services' Setup Form(s), and as further described below.

2. FTP Transmission.

2.1 This method of data transmission permits Customer to deliver and/or receive encrypted files to a Bank-maintained FTP server. Bank will create a drop-box directory on the server where Customer may upload and deliver data files. To send data to Bank, Customer will either push the data files to Bank's directory, or Customer will give Bank a unique user name, password and Customer service address, and Bank will deliver the file. For data Bank sends Customer, Customer will pull the data files from its outbound directory on the server.

2.2 The technical requirements for FTP over the Internet include an Internet connection, FTP client capabilities, and Pretty Good Privacy ("PGP") or equivalent software for file encryption and decryption.

2.3 Files for transmission by FTP must be encrypted using PGP Version 4.0 or higher. PGP provides encryption technology including encryption, decryption, key management, encrypted email, digital signatures, key generation, certified keys and key revocation. Bank will generate a public key/private key pair for Customer. The public part of the key will be sent to Customer via Customer's assigned mailbox on Bank's transmission platform. The private part of the key will be securely kept within Bank. Customer will also generate a key pair for files that it sends to Bank. The public part of this key pair will be sent to Bank, also via the mailbox, while only Customer will know the private key.

2.4 To begin transmission by FTP, Bank will establish Customer's access to Bank's FTP server. Bank will provide Customer with the domain name required for the FTP connection. Customer will be provided a User ID and password that is unique to Customer and will be required each time Customer wishes to connect to Bank's transmission platform to send or receive files. PGP public keys for encryption will be exchanged. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via FTP transmission.

3. Secure Web Transmission.

3.1 This method of data transmission permits Customer to deliver and/or receive files using an Internet connection, User ID and password. Bank will provide Customer with the domain name of a website that will display a web page with Customer's root directory. Customer can upload data files to this directory by clicking the Browse button and selecting the file from Customer's local network. Data files sent by Bank will be displayed in Customer's outbound directory and may be downloaded by Customer to its local network.

3.2 The technical requirements for Secure Web include an Internet connection and browser supporting 128-bit Secure Sockets Layer ("SSL") encryption.

3.3 Files for transmission through Secure Web are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via Secure Web.

4. Secure FTP (SFTP) Transmission.

4.1 This method of data transmission permits Customer to deliver to and/or receive files from a Bank-maintained SFTP server. Files transfers through SFTP communications are encrypted using Secure Shell ("SSH"). SSH is an open protocol for securing data communication across computer networks providing a secure channel for data transmission. The encryption used by SSH is intended to provide confidentiality and integrity of data over an unsecured network, such as the Internet. SSH uses public-key cryptography to authenticate the remote computer and allow the remote computer to authenticate the user, if necessary.

4.2 Customer has the option to push files to Bank's SFTP server or have Bank pull Customer's files. For Customer push, Bank will create a drop-box directory on the SFTP server and provide Customer with a user name, password, and URL/domain name. Customer must provide an external IP address of the location sending files so that Customer's IP address can be added to access control lists within Bank's firewalls. For Bank to pull Customer's files, Bank will need a user name, password, URL/domain name, and directory from Customer so that Bank can pull files from Customer's SFTP servers. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms prior to Customer's use of the Services.

4.3 Customer also has the option for Bank to push Customer files (recommended by Bank) or Customer can pull the files from Bank's SFTP server. For Bank to push Customer's file, Bank needs Customer's URL/domain name, unique user name, password, and directory. For Customer to pull files from Bank's SFTP server, Customer must provide the external IP address of the location pulling the files so that Customer's IP address can be added to access control lists within Bank's firewalls. If Customer chooses to pull files from Bank's SFTP server, then files must be PGP encrypted, since files will reside on an SFTP server within Bank's DMZ. Bank will need Customer's public PGP key so that Bank can encrypt files. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing (if necessary) on transmitted files prior to Customer's use of the Services.

4.4 Customer will need an FTP client capable of using the SSH protocol. If Customer decides to pull files from Bank, Customer will need an application/utility capable of creating a PGP key pair and decrypting PGP files.

5. Secure Software.

5.1 This method of data transmission involves the use of a Java®-based program that serves as a secure access channel through which information may be exchanged between Customer's Computer and Bank. This software is provided by Bank and must be installed on a Customer's Computer or network. Secure Software facilitates the secure transfer of files both to and from Customer's network location.

5.2 The technical requirements for Secure Software include an Internet connection.

5.3 Files for transmission through Secure Software are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Services via Secure Software.

6. SWIFT Transmission.

6.1 This method of transmission provides Customer with the ability to use Society of Worldwide Interbank Financial Telecommunications operating as S.W.I.F.T. SCRL, Limited Liability Cooperative Society ("SWIFT") messaging services as described in this Section to engage in certain electronic communications with Bank (hereinafter the "SWIFT Services"). With the SWIFT Services, Customer may: (1) transmit certain SWIFT messages and documents to Bank and receive certain SWIFT messages and documents from Bank and other financial institutions, using SWIFT FIN and/or SWIFTNet FileAct, the latter of which is a file transfer service that allows the transmission of messages and documents over the SWIFT network in all formats agreed upon by Bank, and (2) transmit and receive SWIFT Instructions (as further described below) from Bank and other financial institutions in connection with certain Cash Management Services as agreed by the parties from time to time. Bank is a participating depository financial institution in SWIFT.

6.2 SWIFT Rules. The "SWIFT Rules" are the documents and other publications as amended by SWIFT from time to time that Customer may access at www.swift.com, whether in paper or electronic format, providing specific terms and conditions and other details relating to the provision and use of the SWIFT Services, including without limitation the SWIFT Contractual Arrangements; the SWIFT General Terms and Conditions; the SWIFT Service Bureau Policy and the SWIFT Data Retrieval Policy; the SWIFT MA-CUG, SCORE and TRCO Service Descriptions and any other SWIFT Service Descriptions applicable to the SWIFT Services; and the SWIFT On-line Support Service information. This Appendix, the SWIFT Services provided hereunder and the rights and obligations of the parties hereto shall be subject to the SWIFT Rules, as they may be amended from time to time. The parties agree to comply with the SWIFT Rules and to be aware of and comply with changes or updates to the SWIFT Rules.

6.3 SWIFT Instructions.

6.3.1 Bank may honor and act upon any authenticated SWIFT message, communication or instruction, including any Payment Order (hereinafter a "SWIFT Instruction") received in Customer's name or under any SWIFT Business Identifier Code (BIC) that: (1) is unique to Customer, (2) is owned by a parent company or other affiliate of Customer, or (3) is owned by an unrelated third party and/or that is otherwise operating by agreement with Customer as Customer's agent for purposes of Customer's use of the SWIFT Services. Each such BIC(s) shall be identified by or through Customer in the Services' Setup Form(s) (hereinafter, collectively, "Customer's BIC(s)"). Customer acknowledges that the Services' Setup Form(s) shall also set out the key features and requirements that shall apply to Customer's use of the SWIFT Services, which may include but are not limited to the following:

i. the SWIFT messaging services to be used to transmit SWIFT Instructions to Bank (e.g., SWIFT FIN and/or SWIFTNet FileAct);

ii. the SWIFT message types and file formats that are supported by Bank under the SWIFT Services, including the types of Payment Orders that Customer may transmit;

iii. the technical parameters associated with and required for SWIFTNet FileAct (e.g., file transfer mode options and file transfer fields, etc.);

iv. the type of information that Bank shall provide in conjunction with any SWIFT message sent by Bank to Customer within the SWIFT Services, including any account status or other information made available by Bank;

v. the Customer Account(s) to be used in connection with the SWIFT Services; and

vi. the SWIFT access model (e.g., SCORE, MA-CUG, etc.) and connectivity (e.g., direct access, Alliance Lite, member, service bureau, etc.) associated with Customer's use of the SWIFT Services.

6.3.2 SWIFT Instructions made in accordance with this Appendix and the SWIFT Rules shall be deemed to have been given by an individual authorized to act on behalf of Customer. Bank will act in reliance on the accuracy and completeness of the SWIFT Instruction received by Bank in Customer's name or via Customer's BIC(s). Customer shall ensure that any SWIFT Instruction sent to Bank fully and accurately reflects the advice, request, instruction or communication intended to be provided to Bank by Customer and is duly authorized. Customer irrevocably authorizes Bank to (a) treat as accurate, authentic and properly authorized, rely upon and implement any SWIFT Instruction received by Bank which originates (or appears to originate) from Customer (including, in the case of a Payment Order, debiting the Account as specified in the SWIFT Instruction), and (b) to process each such SWIFT Instruction as described in this Section 6.

6.3.3 Notwithstanding the foregoing, Bank is not obligated to act on a SWIFT Instruction or treat a SWIFT Instruction as accurate, authentic or authorized, if:

- the SWIFT Instruction does not meet the requirements of the SWIFT Rules or otherwise appears not to have been prepared or sent in accordance with this Section;

- Bank considers that the execution of that SWIFT Instruction may place Bank in breach of any law or regulation; or

- Bank reasonably suspects that the SWIFT Instruction received by Bank (a) may not fully and accurately reflect an advice, request, instruction or communication that Customer intended to give to Bank; or (b) may not have been given in accordance with Customer's authorization procedures.

Except to the extent prevented by applicable law or regulation, Bank shall notify Customer if, under this Section 6.3, it does not act on a SWIFT Instruction.

6.4 Secure Communications Channel.

6.4.1 SWIFT offers SWIFT messaging services as a secure communications channel. SWIFT has established procedures and requirements for controlling access to SWIFT messaging services (each, an "Access Control") that may include, without limitation, access codes, message authentication codes, secure card readers, digital signatures, and hardware security modules. In addition, SWIFT authenticates certain messages based on SWIFT message type prior to accepting them for routing as SWIFT Instructions (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT Instructions between them as SWIFT requires from time to time (each, an "Authentication Procedure"). Collectively, the Access Controls and Authentication Procedures shall be referred to herein as the "SWIFT Security Procedures."

6.4.2 Bank and Customer rely on SWIFT's Access Controls and, in the case of an Authenticated Message, the Authentication Procedures, if any, that SWIFT requires to secure the transmission of Customer's SWIFT Instructions. Bank does not undertake and will have no obligation to Customer to separately authenticate any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, whether or not Customer actually issued the SWIFT Instruction. Bank may, at Bank's sole election and option, contact Customer with respect to any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, but Bank's election to contact Customer with respect to one or more SWIFT Instruction will not obligate Bank to contact Customer with respect to subsequent SWIFT Instructions that Bank receives in Customer's name or under Customer's BIC.

6.5 Customer Representations and Warranties. Customer represents and warrants with respect to itself and the Customer's BIC(s) identified by or through Customer in the Services' Setup Form(s) that it:

- is registered with SWIFT as either a "Member Administered Closed User Group" and/or "Closed User Group" and/or "SCORE (Standardized Corporate Environment)" member;
- is in compliance with applicable SWIFT Rules;
- is not in violation of any federal, state or local laws with respect to the SWIFT Services;
- is a duly incorporated and validly existing legal entity;
- is in good standing financially and in compliance with all laws and regulations applicable to Customer; and
- is subject to regular audits in accordance with internationally recognized accounting standards by independent auditors.

6.6 Third-Party Service Providers; Third Party-Service Provider Activities.

6.6.1 Customer may appoint a third party, whether a SWIFT registered user/member, SWIFT authorized service bureau or other third party, to send or receive SWIFT Instructions, perform other functions and/or otherwise act as Customer's agent for purposes of the SWIFT Services provided hereunder (a "Third-Party Service Provider"), as shall be set forth in the Services' Setup Form(s). In such event, Customer agrees that the Third-Party Service Provider shall have all the powers of Customer in relation to the SWIFT Services. Customer unconditionally authorizes Bank to deal directly with the Third-Party Service Provider in connection with all matters relating to the SWIFT Services, including, without limitation, the receiving and sending of SWIFT Instructions (including Payment Orders), and any testing to be completed with respect to the SWIFT Services. All SWIFT Instructions received by Bank from Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Appendix. For the avoidance of doubt, Customer shall ensure the Third-Party Service Provider complies with the relevant provisions of this Appendix. Notice of any termination of Third-Party Service Provider's authority to receive and send SWIFT Instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Notwithstanding the foregoing, Customer agrees that Bank retains the right to reject any such Third-Party Service Provider and thus any associated SWIFT Instructions initiated by Customer's Third-Party Service Provider in Bank's sole discretion.

6.6.2 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use the SWIFT Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, as well as on Customer's own behalf. Customer shall provide an appropriate letter of authority and/or execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of the SWIFT Services in the capacity of a third-party service provider. Customer agrees that Bank retains the right to reject any request by Customer to engage in such activities as well as any SWIFT Instructions by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the SWIFT Services as a third-party service provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and engage in SWIFT Instructions with respect to its Accounts through use of the SWIFT Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" herein will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the SWIFT Services;

(c) all of the provisions set forth herein will apply to the Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to the SWIFT Services is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the SWIFT Services; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank hereunder as they relate to Customer's use of the SWIFT Services for itself as well as each such Customer client. Customer agrees to notify Bank immediately if Customer's authority with respect to Customer's client(s) is revoked or changed.

6.7 Customer Direction and Indemnity.

6.7.1 In the event that the BIC(s) identified by or through Customer in the Services' Setup Form(s) are owned by a parent company or other affiliate of Customer, or are owned by an unrelated third party and/or such third party is otherwise operating by agreement with Customer as Customer's Third-Party Service Provider for purposes of the SWIFT Services, Bank is prepared to act on a SWIFT Instruction from Customer's SWIFT BIC(s) only upon receipt of the indemnity provided in this Section 6. This indemnity shall be in addition to and not in lieu of an additional indemnity provided by Customer in the Cash Management Master Agreement.

6.7.2 Bank is authorized to accept and honor any files and/or SWIFT Instructions sent from any of Customer's SWIFT BIC(s) without making any inquiry as to the validity or sufficiency of the SWIFT Instructions and to consider the SWIFT Instructions of like force and effect as written orders made in accordance with the signing authorities held by Bank from time to time for the operation of Customer's Account(s) with Bank.

6.7.3 Without limiting the scope of Section 6.7.2, Bank is authorized to disclose information about Customer, its Accounts and banking relationship with Bank, including any changes to such information, in response to and as directed in the SWIFT Instructions as required to process the same.

6.7.4 Bank shall not be liable for any loss or damage incurred by Customer, or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s), unless due to the gross negligence or willful misconduct of Bank. Notwithstanding the foregoing, in no event shall Bank be liable for any indirect, special or inconsequential damages incurred by Customer or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions.

6.7.5 Customer hereby agrees to indemnify and hold Bank harmless from and against any losses, liabilities, claims, damages, fees, or expenses whatsoever that Bank may suffer, incur or be under or that may be brought against Bank, pursuant to, in connection with, or in any way related to Bank acting upon, delaying in acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s).

6.8 Termination of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, the SWIFT Services shall terminate automatically in the event that:

- either party loses user status as defined in the SWIFT General Terms and Conditions of the By-laws;
- SWIFT has ceased to provide, and not resumed providing, any of the SWIFT messaging services;
- SWIFT, in exercise of its rights under the SWIFT Rules, has required either party to terminate the SWIFT Services; or
- Bank has ceased to provide the Cash Management Services.

6.9 Suspension of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, either party may suspend the use of the SWIFT Services for such period(s) as it considers appropriate in its absolute discretion by notice to the other party if: (a) suspension is necessary for the purposes of (routine or emergency) maintenance; (b) for security or technical reasons, including a suspension of the SWIFT messaging services by SWIFT, use of the SWIFT messaging services is impossible or cannot be achieved without unreasonable cost to Bank or Customer; (c) suspension is required by SWIFT or the SWIFT Rules; or (d) suspension is necessary to avoid or reduce any material damage or disadvantage to either party.

7. Security Procedures.

7.1 Customer agrees that the security procedures set forth or incorporated by reference in this Appendix (including without limitation the SWIFT Security Procedures), the Cash Management Master Agreement and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s), are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank (hereinafter collectively the "Security Procedures"). Any transmission by Customer shall be deemed authorized if transmitted in accordance with the Security Procedures. Bank may, from time to time, modify the Security Procedures. Such modifications shall become effective upon receipt of notice by Customer or such later date as may be stated in the Bank's notice to Customer. If Customer fails to object to such change, it shall be deemed to agree to such change.

7.2 With respect to SWIFT in particular, Customer further acknowledges that the SWIFT Security Procedures are the only security procedures offered for SWIFT Instructions that Customer transmits through the SWIFT Services. Customer has solely determined that the SWIFT Security Procedures best meet Customer's requirements with regard to the size, type and frequency of the SWIFT Instructions issued by Customer to Bank using the SWIFT Services and that the SWIFT Security Procedures are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank. Customer acknowledges that it is bound by the terms and conditions of each SWIFT Instruction, including any request to cancel or amend a SWIFT Instruction, whether or not authorized by Customer, that Bank receives in Customer's name or under Customer's BIC(s)through the SWIFT Services and in accordance with the SWIFT Security Procedures.

7.3 Nothing in this Appendix shall be deemed a representation or warranty by Bank that FTP, Secure Web, SFTP or SWIFT communications are secure. Rather, after review of the alternatives, Customer has selected a communication method that it believes best suits its needs.

7.4 Bank and/or SWIFT (as applicable) may, from time to time, propose different, additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank and/or SWIFT believes immediate action is required for the security of Bank, SWIFT or Customer funds or data, Bank and/or SWIFT may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.5 Customer hereby acknowledges that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of a transmission between the parties. Accordingly, any errors contained in a transmission from Customer shall be Customer's responsibility. Except as otherwise expressly provided in the parties' Cash Management Master Agreement or other Appendix between the parties, no security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.6 Customer is strictly responsible for establishing and maintaining procedures to safeguard against, detect and mitigate unauthorized access to or interception of transmissions. Customer covenants that no employee or other individual under Customer's control will be allowed to initiate transmissions in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank, SWIFT and/or Customer. If Customer believes or suspects that any such password, code, security device, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation as provided in the Services' Setup Form(s).

7.7 Customer shall retain data files for five (5) Business Days following the date of their transmittal by Customer as provided herein, and shall provide such data files to Bank upon request.

8. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to Data Transmission Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the parties' Cash Management Master Agreement is terminated.

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APPENDIX XXII

TD ACH POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Automated Clearing House ("ACH") Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the *NACHA Rules* (as defined below). Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Definitions.

"*Authorized Account*" means Customer's Account(s) designated by Customer and maintained at Bank to which the Services will apply.

"*ACH Entry*" means an order or request for the transfer of money to an Authorized Account (a "Debit Entry"), and/or an order or request for the withdrawal of money from an Authorized Account (a "Credit Entry"), as also defined in the *NACHA Rules*.

"*ACH Authorizations*" means Customer's written instructions and authorization criteria provided to Bank in conjunction with the set-up and implementation of the Services, including the Services' Setup Form(s) and/or via a separate ACH block and filter agreement with Bank (hereinafter the "Filter Agreement"), and/or otherwise in accordance with the Services as described in this Appendix, which either prohibits all ACH Entries or permits only the posting of specified ACH Entries to an Authorized Account.

"*Exception Entry*" means an ACH Entry (excluding ARC, BOC, POP, RCK, or XCK SEC Codes) that does not meet Customer's ACH Authorizations previously provided to Bank (and may also be referred to within the Services as a "Rejected" Entry), and that is therefore scheduled to be returned to the Originator of the ACH Entry.

"*NACHA Rules*" means the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines*, which govern the ACH system.

"*Pay Decision(s)*" means Customer's confirmation instruction to Bank to pay/post an Exception Entry.

"*Return Decision(s)*" means Customer's confirmation instruction to Bank to not pay/post an Exception Entry but to instead return the ACH Entry to the Originator.

"*Return Default Disposition*" means the Services' automatic default disposition of all ACH Entries that do not meet Customer's ACH Authorizations, whereby all such ACH Entries are scheduled to be returned to the Originator of the ACH Entry.

2. Services.

2.1 The Services described in this Appendix will provide Customer with a means to: (1) review ACH Entries received on a particular Customer Account that are scheduled to be returned to the Originator as an Exception Entry in accordance with Customer's ACH Authorizations and the Return Default Disposition; and (2) confirm the return of the Exception Entry through a Return Decision, or to override the Return Default Disposition and instruct Bank to pay/post the Exception Entry to Customer's Account through a Pay Decision.

2.2 Customer acknowledges that the Services have been identified by Bank as a service that can reduce the risk of fraudulent ACH Entries being posted against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer acknowledges and agrees that it may significantly reduce the chance that fraudulent ACH Entries will post to Customer's Account(s) by electronically matching incoming ACH transactions to ACH Authorizations.

3. Customer Authorizations.

3.1 Customer will designate Authorized Account(s) to be used with the Services via the Services' Setup Form(s).

3.2 As applicable, Customer shall begin use of the Services with either: (a) any ACH Authorizations initially submitted by Customer to Bank and then established by Bank on Customer's behalf in conjunction with the set-up and implementation of the Services, or (b) any existing ACH Authorizations on Customer's Authorized Account(s) that have been established via a Filter Agreement. Customer may add to or modify those initial or existing ACH Authorizations from time to time as set forth herein. Customer shall be responsible for the accuracy and completeness of all information provided to

Bank both through the use of the Services and via the Services' Setup Form(s).

3.3 Customer may submit additional ACH Authorizations, make changes to initial or existing ACH Authorizations, or delete initial or existing ACH Authorizations related to the Authorized Account(s) online via the Services' module of the Bank Internet System. Such changes shall become effective on the next Business Day following the day on which the changes were made by Customer. Each Business Day, Bank will provide an updated list of successfully processed ACH Authorizations to Customer via the Services. In the event Customer submits a change or addition to the ACH Authorizations that is incomplete, contains an error or that cannot otherwise be processed by Bank, Bank will use commercially reasonable efforts to notify Customer on the next Business Day that the associated ACH Authorization(s) has been rejected. Until such time as Customer reviews and corrects it, the rejected ACH Authorization(s) will not appear on the updated list of successfully processed ACH Authorizations that Customer receives.

3.4 In the event Customer fails to fully and accurately populate or complete all requested fields associated with the ACH Authorizations, the following will also apply:

(a) If Customer does not insert a specified maximum dollar amount, then no maximum dollar amount shall apply with respect to the applicable ACH Entry(ies) or transaction(s) subject to the ACH Authorization(s).

(b) If Customer does not insert a specified expiration date, then no expiration date shall apply to the applicable ACH Entry(ies) or transaction(s) subject to the ACH Authorization(s).

4. Processing of ACH Entries and Reporting of Exception Entries. Bank will electronically compare each ACH Entry presented to Bank for settlement against Customer's Authorized Account(s) on a Business Day (including those presented by other depository institutions, ACH Operators or by Bank) with Customer's ACH Authorizations. In accordance with that review, on each Business Day, Bank will:

(a) allow incoming ACH Entries that match Customer's ACH Authorizations to post to Customer's Authorized Account(s); and

(b) treat as Exception Entries all incoming ACH Entries that do not match Customer's ACH Authorizations and will provide to Customer, through the Bank Internet System, a listing of all Exception Entries that are otherwise scheduled for Return Default Disposition. Customer must monitor, review and issue a Pay Decision or Return Decision on each Exception Entry reported through the Bank Internet System by the pre-established deadline set forth within the Services. Customer may also set up alerts to be sent to Customer by a pre-established time each Business Day advising Customer whether or not there are any Exception Entries to be reviewed that Business Day.

5. Payment and Dishonor of Exception Entries.

5.1 Customer may choose to confirm the Return Default Disposition of individual Exception Entries presented via the Services by providing a Return Decision to Bank by the pre-established deadline set forth within the Services, in which case such Exception Entries will be automatically returned to the Originator.

5.2 Customer may choose to override the Return Default Disposition of individual Exception Entries presented via the Services by providing a Pay Decision to Bank by the pre-established deadline set forth within the Services, in which case such Exception Entries will be paid/posted to Customer's Authorized Account(s) at the end of the current Business Day.

5.3 Customer may choose not to or may otherwise fail to review and provide a Pay Decision or a Return Decision for any Exception Entries by the pre-established deadline, in which case the Return Default Disposition will apply and all such Exception Entries will be automatically returned to the Originator.

6. Customer and Bank Communications.

6.1 Customer shall use the Services' module of the Bank Internet System to report all Pay Decisions or Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a pre-established deadline, or at a place not permitted under this Appendix or the Services' Setup Form(s), and may instead treat any such communication from Customer as a Return Decision or otherwise apply the Return Default Disposition to such communication.

6.2 Bank is not responsible for detecting any Customer error contained in any ACH Entries presented, decisioned, returned or processed, or in any Pay Decision or Return Decision by Customer.

6.3 In the event that Bank is unable to provide Customer with a listing of Exception Entries through the Bank Internet System for Customer's Pay Decision or Return Decision as described in Section 4, the Return Default Disposition shall apply in accordance with Customer's previously established ACH Authorizations.

6.4 Customer's ACH Authorizations hereunder will be accepted by Bank subject to the condition that ACH transactions have not already been posted or are not otherwise in the process of posting, and that Bank will have a reasonable opportunity to act on Customer's ACH Authorizations before any such processing.

6.5 Bank shall have a reasonable time after receipt of Customer's request to implement the Services and shall not assume responsibility for stopping ACH transactions that have already been posted to Customer's Account(s).

6.6 Bank shall be bound only to exercise ordinary care in attempting to post or return ACH Entries as described in this Appendix.

7. Remedies.

7.1 **Bank Liability**. To the extent permitted by applicable law, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

7.2 **Wrongful Payment/Posting.** It shall constitute wrongful payment/posting by Bank if Bank pays/posts an Exception Entry for which Customer has provided a Return Decision by the pre-established deadline set forth within the Services and otherwise in accordance with the other terms of this Appendix. In the event that there is wrongful payment/posting, Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid/posted Exception Entry or Customer's actual damages resulting from Bank's posting of the Exception Entry, subject to the terms of the parties' Cash Management Master Agreement.

7.3 **Rightful Payment and Return.**

7.3.1 If Bank honors an Exception Entry in accordance with a Pay Decision by Customer as described in Section 5.2, such payment/posting shall be rightful, and Customer waives any right it may have to assert otherwise.

7.3.2 If Bank returns an Exception Entry in accordance with a Return Decision by Customer as described in Section 5.1, or otherwise pursuant to a Return Default Disposition as described in this Appendix, the return shall be rightful, and Customer waives any right it may have to assert otherwise.

7.3.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays/posts or returns an Exception Entry consistent with the provisions of this Appendix.

8. Other Terms of the Services.

8.1 Customer acknowledges that the Services do not preclude Bank's standard ACH processing procedures or the application of the *NACHA Rules*, which may cause an ACH Entry to be dishonored even if Customer's instructions do not otherwise require Bank to return such ACH Entry.

8.2 Customer acknowledges that the Services do not apply to transactions between Customer and Bank, including any Bank affiliates and subsidiaries, such as loan or credit card payments ("Bank-Related Entries"). Bank is permitted to pay Bank-Related Entries whether or not Customer has included these in Customer's ACH Authorizations as reflected in this Appendix and until such time as Customer's authorization with respect to the underlying Bank-Related Entries is revoked or otherwise terminated.

8.3 Customer acknowledges that the Services are intended to be used to identify and return ACH Entries which Customer suspects in good faith are fraudulent, unauthorized or otherwise unwarranted. The Services are NOT intended to be a substitute for authorization instructions or to delay Customer's decision on ACH Entries, including but not limited to stop payment orders on ACH Entries which are not suspected in good faith to be unauthorized. If Bank suspects or deems, in Bank's sole discretion, that Customer is using the Services contrary to those intentions, Bank may require Customer to provide evidence that ACH Entries that Bank returns pursuant to Customer's instructions were in fact unauthorized. In addition, Bank may hold Customer liable for losses that Bank sustains on ACH Entries which Bank is requested to return under the Services and which Customer does not reasonably establish as unauthorized ACH Entries, including as under the *NACHA Rules*.

9. Termination; Effectiveness.

9.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and the associated Services shall automatically terminate in the event the underlying Authorized Account(s) are closed. In the event of termination of this Appendix and the associated Services, Customer's ACH Authorizations in effect as of the date of termination will remain in effect with respect to Customer's Authorized Accounts, and all ACH Entries will thereafter be processed in accordance with such ACH Authorizations.

9.2 Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services, except for any existing ACH Authorizations currently on record with regard to the Authorized Account(s) as of the date of this Appendix.

Remainder of page intentionally left blank.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the Public Risk Management of Florida renewal proposal for City insurance policies, effective October 1, 2018 through September 30, 2019, in the amount of $615,569.
Date:	September 25, 2018
Prepared By:	Dan O'Connor, Administrative Services Supervisor
Through:	Vincent Tenaglia, Administrative Services Director
Summary of Issue:	This is an annual request to enter into an agreement with Public Risk Management of Florida for renewal of the City insurance policies and preferred membership in the Public Risk Management of Florida insurance pool. The total proposed fiscal year 2019 insurance premiums are $615,569.00 for the below listed lines of coverage. The fiscal year 2019 amount represents an overall increase of 7.5% over fiscal year 2018.

Primary Lines of Coverage:

Property and Crime	$179,699
Liability	$177,853
Workers Compensation	$263,119
Boiler and Machinery	$2,737
PRM Preferred Credit	(-$12,468)
Primary Coverage Total	**$610,940**

Optional/Ancillary Lines of Coverage:

Inverse Condemnation & Bert Harris Act	Included
Cyber Liability	Included
Non-Monetary Damage	Included
Terrorism and Sabotage	Included
Pollution Liability	$4,629
Optional/Ancillary Coverage Total	**$4.629**

Total	**$615,569**

The City has been a preferred member of the Public Risk Management of Florida insurance pool of over 50 governmental entities for over 16 years.

Requested Motion: "I move to approve the Public Risk Management of Florida renewal proposal for City insurance policies, effective October 1, 2018 through September 30, 2019, in the amount of $615,569."

Attachments: Public Risk Management of Florida binding authority

Reviewed by City Manager: WS

Proposal Pricing & Binding Authority

After careful consideration of the referenced proposal, we accept your insurance program as indicated with an "X" below:

		2017/2018	2018/2019	% Change
☐	PRM PROPERTY AND CRIME	$156,917	$179,699	14.52%
☐	PRM GL/AL/E&O/LEL	$169,381	$177,853	5.00%
☐	PRM WORKERS' COMPENSATION	$250,586	$263,119	5.00%
☐	PRM BOILER & MACHINERY	$2,411	$2,737	13.52%
	Preferred Member Participation Credit	-$11,359	-$12,468	
	GRAND TOTAL	**$567,936**	**$610,940**	7.57%
	OPTIONAL/ANCILLARY COVERAGES:			
☐	Cyber Liability	Included	Included	
☐	Pollution Liability	$4,657	$4,629	

PUBLIC RISK MANAGEMENT OF FLORIDA IS MOVING TO ELECTRONIC FUNDS TRANSFER (ACH PAYMENTS) FOR THE PROPERTY & CAUSALTY POOL EFFECTIVE WITH THE OCTOBER 1, 2017 PAYMENTS. PLEASE CONTACT LINDA BROWN IN THE PRM OFFICE AT 239-599-4825 FOR BANKING INFORMATION & ANY QUESTIONS YOU MAY HAVE.

PAYMENT PLAN: PRM allows their members to pay their total costs in four (4) quarterly installments. The first installment is due at inception and is equal to 60% of all costs. The remaining costs will be paid over the next three (3) quarters.

This warrants that you have no knowledge of any claim, or incident that may result in a claim that has not been reported to the insurance carrier.

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of purchased program.

______________________________ Member Signature

______________________________ Date

______________________________ Print Member Name

SIGNED BINDING AUTHORITY TO BE RETURNED BY SEPTEMBER 14th, 2018 TO WRM.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of Task Order 2018-09 under the Continuing Engineering Services Contract with GGI LLC, in the amount of $26,650.00 for the design and contract documents of Stormwater Improvements at S DeBazan Ave and Don Jose St.
Date:	September 25, 2018
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The City requested that GGI LLC (Genesis) provide design and contract document services for areas that have been identified as draining poorly. The major drainage issues include ponding of water for extended periods of time. It appears that this ponding is caused by a variant of factors including existing curbs that lack positive drainage, inadequate inlets, damaged stormwater pipes, and tidal influence associated with low street elevations. The S DeBazan Ave and Don Jose St. location will be the twelth to be evaluated. The Genesis team has evaluated this site to determine the appropriate Best Management Practices solution, and proposes the installation of a rock garden to allow for rapid Stormwater infiltration into the groundwater table.
Funding:	CIP – Stormwater Improvements (103-6108-537-5655)
Requested Motion:	"I move to approve Task Order 2018-09 under the Continuing Engineering Services Contract with GGI LLC, in the amount of $26,650.00 for the design and contract documents of Stormwater Improvements at S DeBazan Ave and Don Jose St."
Attachment:	Task Order 2018-09 from GGI LLC
Reviewed by the City Manager:	WS____

GENESIS
FROM VISION TO REALITY

30 YEARS

Civil Engineering
Landscape Architecture
Transportation
Urban Design
Planning
CEI

1000 North Ashley Drive
Suite 900
Tampa, Florida 33602-3718

Tel 813.620.4500
Fax 813.221.4980
www.GenesisGroup.com

August 7, 2018

Mr. Brett E. Warner, P.E.
City Engineer
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Sent via e-mail: bwarner@stpetebeach.org

RE: 3212 South Debazan Avenue
Rock Garden Design (TO #2018-09)
ST. PETE BEACH, FLORIDA
GGI PROJECT NO. 6140-015S

Dear Mr. Warner:

GGI, LLC (dba Genesis) is pleased to submit Task Order 2018-09 to provide the City of St. Pete Beach (CLIENT) with Developing Rock Garden Design Drawings that includes technical specifications and general notes located at 3212 South Debazan Avenue. This Task Order is in accordance with our Continuing Services Contract for Professional Design Services dated January 10, 2017.

The following subconsultant will provide their services as needed for this Task Order:

1. – Dennis J. Benham – Survey

Please review, sign, and return the attached to me for final execution.

Sincerely,

GENESIS

Sherri French

Sherri M. French, PLA, ISA
Department Manager
Landscape Architecture

H. Phillip Keyes

H. Phillip Keyes, P.E.
Associate Vice President, Public Infrastructure
Project Manager

cc: File 6140-015S

Attachments

Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

Date of Task Order Request	July 13, 2018

Firm Selected for Task	Genesis

Task (Project) Name	3212 South Debazan Avenue Rock Garden Design

Task Description (and other relevant details)	This task order provides for Developing Rock Garden Design Drawings that includes technical specifications and general notes located at 3212 South Debazan Avenue. The tasks included in the scope of work are: 1. Project Kick-Off Meeting and Site Visit 2. Topography Survey 3. Preliminary Submittal/workshop – 30% Design 4. Design Drawings and Technical Specifications

Task Budget	$ 26,650.00

Task Proposal Due Date	August 7, 2018

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at 727-363-9243.

Acknowledgement of Task Order:

Sherri French

Sherri M. French, PLA, ISA (Name)
Genesis (Firm)

H. Phillip Keyes

Brett E. Warner, PE
City Engineer
City of St. Pete Beach

H. Phillip Keyes, P.E. (Name)
Genesis (Firm)

CITY OF ST. PETE BEACH
CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES
TASK ORDER 2018-09
3212 SOUTH DEBAZAN AVENUE
ROCK GARDEN DESIGN

BACKGROUND AND SCOPE OF SERVICES OVERVIEW

During rain events stormwater and residential yard irrigation ponding occurs along 3212 South Debazan Avenue. Due to existing limited stormwater collection and outfall piping within the project vicinity the residual stormwater/irrigation ponds within the street until evaporation/infiltration occurs. This is a nuisance to residents within the project area due to the extensive time required to eliminate the ponded water through the process of evaporation/infiltration. A Best Management Practice (BMP) to route the standing water on the street and enhance the infiltration rate is the use of rock gardens which are also generally aesthetically pleasing to the public and relatively easy to maintain.

The scope of services includes development of engineering plans and technical specifications for regrading the street to route residual stormwater/irrigation to a proposed landscaped rock garden within Lazarillo Park property. The scope of services also includes the design of the landscaped rock garden. Attachment A presents the project limits. An opinion of probable construction cost (OPCC) of the rock garden will also be developed. An exemption verification form will also be submitted to SWFWMD.

The following provides a detailed task break down of the scope of services, schedule and fee for the project.

TASK 1 – PROJECT KICK-OFF MEETING AND SITE VISIT

Description: Attend a project kick-off meeting with client's project manager to review specific design parameters; identify available data which includes as built drawings and existing utility information, or any other pertinent information within the project area; and conduct a field review site visit.

TASK 2 – TOPOGRAPHIC SURVEY

Description: A comprehensive design level special purpose survey will be developed for the project area identified in Attachment A. The survey will be within street rights-of-way and drainage easements at a vertical accuracy necessary to provide an understanding of the direction of existing drainage patterns. This survey will also identify all above grade existing utilities information and invert/size/material of gravity piping when accessible and all other pertinent information required to develop the design drawings. This scope is based on the expectation that the City will mark its facilities and request the same from any utility franchises located within the right-of-way prior to initiation of field survey. NAD 83 (State Plane Coordinates) and NAVD 88 (datum for elevations) will be used to develop the survey.

TASK 3 – PRELIMINARY SUBMITTAL/WORKSHOP – 30% DESIGN

Description: Genesis will prepare 30% design plans and opinion of probable construction cost (OPCC) for the project. The 30% submittal will identify existing utilities and potential conflict resolutions. Genesis will attend a workshop meeting to review comments associated with the 30% designs and OPCC submittal. Comments will be addressed and incorporated within the 100% design submittal.

TASK 4– DESIGN DRAWINGS AND TECHNICAL SPECIFICATIONS

Description: Genesis will prepare 100% design plans and technical specifications suitable for permitting and construction. Plans, technical specifications, and updated Opinion of Probable Construction Cost (OPCC) will be provided with comments addressed, and final signed and sealed plans will be submitted. Plans will be prepared in AutoCAD (v. 2016 or newer).

The plan sheets anticipated consist of the following:

- Cover Sheet (1 Sheet)
- Survey Sheet (1 Sheet)
- General/Technical Notes (1 Sheet)
- Street Plan and Profile (1 Sheet at 1" = 10')
- Rock Garden/Landscape Plan (1 Sheet at 1" = 20')
- Standard Details (1 Sheet)

DELIVERABLES

Deliverables submittals include one (1) hard copy and a PDF electronic copy. The final submittal documents will be signed and sealed.

SCHEDULE

The schedule for developing the project is as follows:

Description	Weeks After NTP
Task 1 - Project Kick-Off Meeting and Site Visit	2
Task 2 - Topographic Survey	5
Task 3 - Preliminary Submittal/Workshop – 30% Design	7
Task 4 - Design Drawings and Technical Specifications	
100% Design Submittal/City Review	10
Final Submittal	13

FEE

The fee breakdown for developing the project is as follows:

Task	Description	Project Manager $195.00	Project Engineer $140.00	Landscape Architect $135.00	Design Technician $80.00	Administrative Assistant $65.00	Sub Total
1	**Project Kick-Off and Site Visit**	2		2		1	$725.00
2	**Survey Coordination**	2					$390.00
3	**Preliminary Submittal-30% Design/Workshop**	3	12	8	24		$5,265.00
4	**Design Drawings and Technical Specifications**						
	Cover Sheet		1		2		$300.00
	Survey Sheet		2		4		$600.00

	General/Technical Notes Sheet	1	2	2	16		$2,025.00
	Street Plan and Profile	1	16		40		$5,635.00
	Rock Garden/Landscape Plan	1		24	40		$6,635.00
	Standard Detail Sheet	1	2	4	12		$1,975.00
	Reimbursable						
	Survey						$1,900.00
	SWFWMD Exemption Verification						$1,000.00
	Expenses						$200.00
	Total	**11**	**35**	**40**	**138**	**1**	**$26,650.00**

GENESIS

Sherri French 8/7/18
Sherri M. French, PLA, ISA Date
Department Manager, Landscape Architecture

Bruce T. Kaschyk 8/7/18
Bruce T. Kaschyk, AICP Date
Senior Vice President
Tampa Division Manager

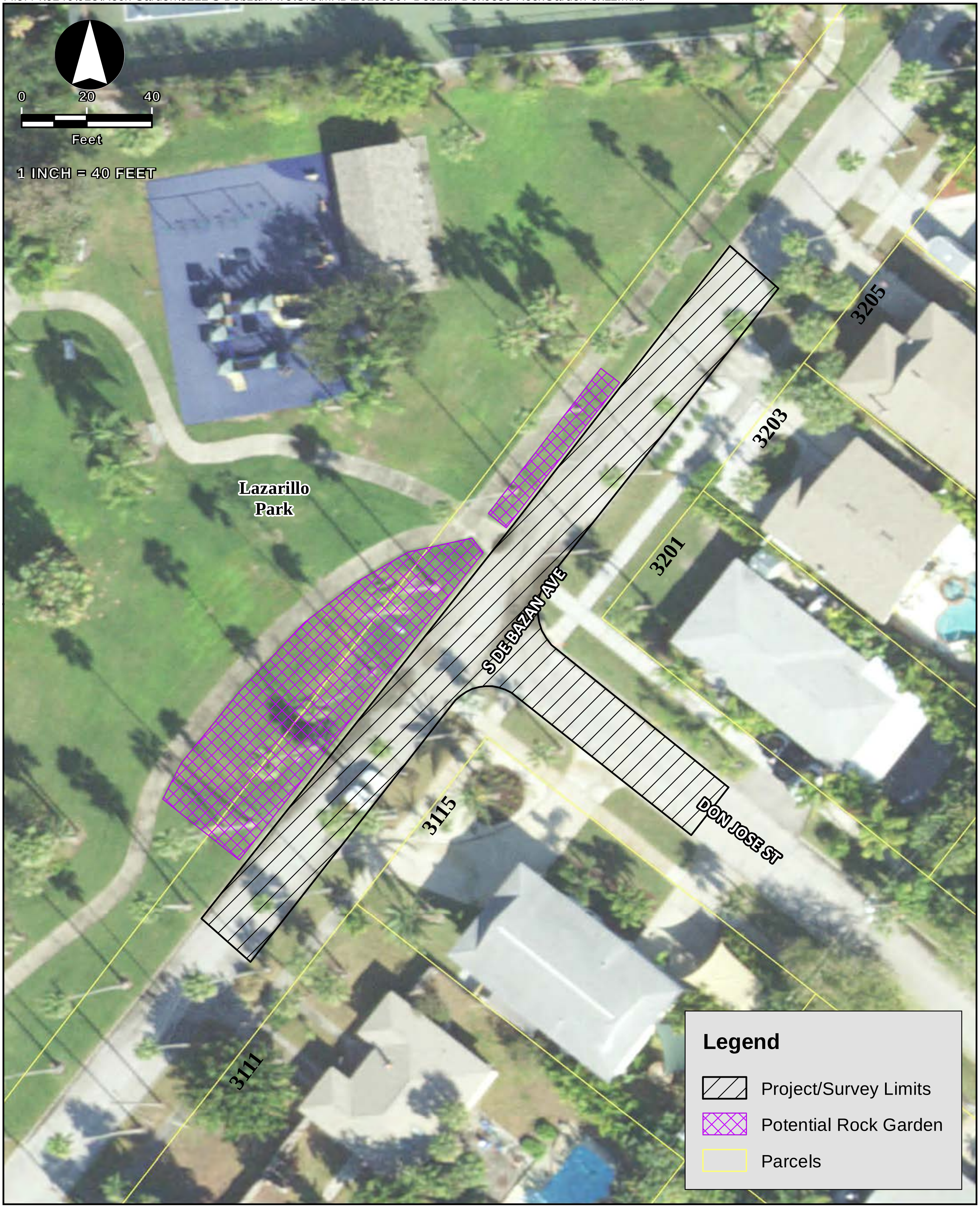
H. Phillip Keyes 8/7/18
H. Phillip Keyes, P.E. Date
Assoc. Vice President, Public Infrastructure
Project Manager

ACCEPTED BY:

CLIENT Signature Date

Typed/Printed Name and Title

Printing Date: 8/7/2018 11:06:53 AM
File: F:\6140\015\Rock Garden\3212 S Debzan Ave\GIS\MXD\20180807-Debzan-DonJose-RockGarden-8x11.mxd



GENESIS
FROM VISION TO REALITY
Engineering - Landscape Architecture - Planning - GIS

GGI, LLC dba Genesis Group
1000 N. Ashley Drive, Suite 900
Tampa, FL 33602
v. 813.620.4500 f. 813.221.4980
www.GenesisGroup.com

Attachment 1

2017 FDOT AERIAL IMAGERY
PINELLAS COUNTY, FL

FL CA 00009660 FL LB 0006816 FL LC 26000202

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the quote from Interface Americas, Inc. in the amount of $75,168.40 for City Hall Carpet replacement.
Date:	September 25, 2018
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The existing carpet at St. Pete Beach's City Hall has reached the end of its useful life, and is in need of replacement. Public Works requested a quote, under the State of Florida's Sourcewell Contract #121715-IFA for floor coverings, for Interface Americas, Inc. to remove and replace the existing carpet and 4" baseboards. The State of Florida's Contract is open to all members of the National Joint Power's Alliance, including St. Pete Beach, for piggyback purchasing. The carpet installation will cost more that the FY18 budgeted amount. The remaining cost will be funded utilizing budgeted funds from the 1st Avenue Beach and Jetty Capital Improvement Project, which has come to a close and has funds remaining.
Funding:	CIP – Facility Improvements 301-8000-590-5650
Requested Motion:	"I move to approve the quote from Interface Services in the amount of $75,168.40 for City Hall Carpet replacement."
Attachment:	Purchasing Agreement Quote from Interface Americas, Inc. Interface Americas, Inc. Contract Award
Reviewed by the City Manager:	WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

City Hall Carpet and Installation

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Interface Americas, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, Vendor is currently under contract with National Joint Powers Alliance for Flooring along with Related Equipment, Products, Supplies, Installation, and Services (the "NJPA Contract"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City desires to purchase from Vendor the Removal and Replacement of existing carpet at City Hall; and

WHEREAS, pursuant to Florida Statute 287.057 and Section 1-16 of the City's purchasing policy adopted by the City Commission, the City is authorized to "piggy-back" onto the NJPA Contract for the same or similar services; and

WHEREAS, the Vendor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the NJPA Contract; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.

2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit B. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 CORRY AVENUE, ST. PETE BEACH, FLORIDA 33706).**

3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit C.

4. Vendor shall deliver the goods, or provide the services, described herein no later than December 31, 2018 ("completion date").

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

7. Vendor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

8. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

10. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

11. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors,

if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

13. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

14. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

15. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

a. Vendor's "Piggy-Back" contract (Exhibit "A")
b. Florida public records law (Exhibit "B")
c. Vendor's Proposal to the City (Exhibit "C")

16. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

17. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

18. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:
Interface Americas, Inc.
Robin Hanscom

As to City:
City Manager
City of St. Pete Beach

106 Northpoint Parkway Suite 300 Atlanta, GA 30102	155 Corey Avenue St. Pete Beach, FL 33706

19. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

20. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

21. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Interface Americas, Inc.	**City of St. Pete Beach:**
Signature: ________________________	Signature: ________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
Date: _____________________________	Date: _____________________________
APPROVED AS TO FORM:	ATTEST:
________________________ Andrew Dickman City Attorney	________________________ Rebecca C. Haynes City Clerk

EXHIBIT "A"

(Vendor's "Piggy-Back Contract)

EXHIBIT “B”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "C"

(Vendor's Proposal to the City)

Contract Award
RFP # 121715

FORM D

Formal Offering of Proposal

(To be completed Only by Proposer)

FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES

In compliance with the Request for Proposal (RFP) for FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Interface Americas, Inc. Date: 12/15/2015

Company Address: 1503 Orchard Hill Road

City: LaGrange State: GA Zip: 30240

Contact Person: Sharon Johnson Title: Manager of Business Operations

Authorized Signature (ink only): ______________ Richard S. Lamb
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #121715 FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES

Interface Americas, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be February 16, 20 16 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: ____________ NJPA Executive Director   Dr. Chad Coauette (Name printed or typed)

Awarded this 16th day of February, 20 16 **NJPA Contract Number # 121715-IFA**

NJPA Authorized signature: ____________ NJPA Board Member   Scott Veronen (Name printed or typed)

Executed this 16th day of February, 20 16 **NJPA Contract Number # 121715-IFA**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Interface Americas, Inc.

Vendor Authorized signature: ____________   Richard S. Lamb (Name printed or typed)

Title: Interface VP of Finance

Executed this 17 day of February, 2016 **NJPA Contract Number # 121715-IFA**

Sourcewell Contract #121715-IFA - State of FLA 52100000-16-ACS

Price List Active 7/12/18 (formerly NJPA)

QUOTATION FORM

Interface SERVICES™

106 Northpoint Parkway
Suite 300
Acworth, GA 30102

Robin Hanscom
770-975-4829
robin.hanscom@interface.com

QUOTE DATE	**August 16, 2018**
QUOTE NO.	081618-14
PROMISE DATE	
INSTALL DATE	
COMPLETION	

ORDER INSTRUCTIONS:

Make purchase order out to "InterfaceServices" at the address above and email to robin.hanscom@interface.com.

CONTACT (AE)	Shane Steed
EMAIL	Shane.Steed@Interface.com
CELL #	813.313.0329

INSTALLATION PARTNER:	**Adrienne Floorcovering**	CONTACT	Kevin Rzeszut
ADDRESS:	4400 118th Avenue North, Suite 110	PHONE #	407-921-4329
CITY/STATE/ZIP:	Clearwater, FL 33762	EMAIL	kevin@adriennefloors.com

SHIP TO ADDRESS:	Adrienne Floorcovering	CONTACT	Daniel Anspach
ADDRESS:	4400 118th Avenue North, Suite 110	CELL #	727-363-9243
CITY/STATE/ZIP:	Clearwater, FL 33762	EMAIL	danspach@stpetebeach.org

CUSTOMER:	**City of St. Pete Beach**	**PROJECT NAME & SCOPE:**
PROJECT ADDRESS:	155 Corey Avenue	**SPB City Hall: Remove/replace existing carpet, including new 4" base**
CITY/STATE/ZIP:	St. Pete Beach, FL 33709	

INTERFACE CARPET & LVT

INTERFACE CARPET TILES	Cubic			**COLOR**	6393 Height	
5.98 SY/CARTON	1608.62	YDS	PRICE	$19.84	AMOUNT =	$31,915.02
OVERAGE		YDS	PRICE		AMOUNT =	$0.00
INTERFACE CARPET TILES				**COLOR**		
5.98 SY/CARTON	0	YDS	PRICE		AMOUNT =	$0.00
OVERAGE		YDS	PRICE		AMOUNT =	$0.00
INTERFACE CARPET TILES				**COLOR**		
5.98 SY/CARTON	0	YDS	PRICE		AMOUNT =	$0.00
OVERAGE		YDS	PRICE		AMOUNT =	$0.00
INTERFACE MODULAR RESILIENT FLOORING				**COLOR**		
	26.91 SF/CARTON			**STYLE**		
	0	SQ FT	PRICE	$3.21	AMOUNT =	$0.00
ADHESIVE, TACTILES	0	Rolls	PRICE	$75.00	AMOUNT =	$0.00
ADHESIVE 2000 PLUS	9	4-Gal Pail	PRICE	$91.52	AMOUNT =	$823.68
TRISEAL ADHESIVE	0	4-Gal Pail	PRICE	$85.00	AMOUNT =	$0.00

Sourcewell Contract #121715-IFA - State of FLA 52100000-16-ACS

QUOTE - CONTINUED

CUSTOMER:	**City of St. Pete Beach**	**PROJECT NAME & SCOPE:**	
PROJECT ADDRESS:	155 Corey Avenue	**SPB City Hall: Remove/replace existing carpet, including new 4" base**	
CITY/STATE/ZIP:	St. Pete Beach, FL 33709		

INSTALLATION AND SUNDRY ITEMS

Furniture Moving - Light*	1608.62	YDS	PRICE	$4.25	AMOUNT =	$6,836.64
Remove Existing Carpet*	1608.62	YDS	PRICE	$2.60	AMOUNT =	$4,182.41
Carpet Disposal	1608.62	YDS	PRICE	$1.20	AMOUNT =	$1,930.34
Floor Prep (Minor) - Material & Install*	14454	SQ FT	PRICE	$0.65	AMOUNT =	$9,395.10
Carpet Tile Installation*	1608.62	YDS	PRICE	$5.95	AMOUNT =	$9,571.29
4" Cove Base - Material & Install*	2880	LN FT	PRICE	$2.20	AMOUNT =	$6,336.00
Vinyl Transition Strips - Material & Install*	96	LN FT	PRICE	$3.65	AMOUNT =	$350.40
Labor Nights/Saturdays	1608.62	YDS	PRICE	$2.38	AMOUNT =	$3,828.52
			PRICE		AMOUNT =	$0.00
			PRICE		AMOUNT =	$0.00
			PRICE		AMOUNT =	$0.00
			PRICE		AMOUNT =	$0.00
			PRICE		AMOUNT =	$0.00
			PRICE		AMOUNT =	$0.00
			PRICE		AMOUNT =	$0.00
			PRICE		AMOUNT =	$0.00
				TOTAL AGREEMENT:		**$75,169.40**

SPECIAL CONDITIONS OR INSTALLATION INSTRUCTIONS:

This contract is subject to the "Terms and Provisions of Contract" as accepted, signed by the dealer and on file with state purchasing.

DEALER REPRESENTATIVE Robin Hanscom **DATE** **August 16, 2018**

MANUFACTURER Interface Americas, Inc.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Ordinance 2018-10, Final Reading and Public Hearing. An ordinance of the City of St Pete Beach, Florida providing for addition to Appendix A (Fee Schedule) Code of Ordinances.
Date:	September 25, 2018
Prepared By:	Jennifer McMahon, Recreation Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The City needs to establish rates for patio rentals in Pass-A-Grille since the city will be taking over that responsibility in the near future. The following rates are proposed:

City operated markets: **$25 + tax per vendor**

4pm – 10pm: **$450 for 3 hour rental (minimum) + tax; additional $100 for each additional hour after 3 hours; $200 deposit due at time of booking.**

- A renter can rent anytime between the hours of 4-10pm. Set up and clean up times must be factored in that time. All renters must be off the premises by 10pm.
- Additional fees: if the Renter does not have event liability insurance, the renter must purchase that through the city for an additional $150.00
- The rental amount gives the renter exclusive use of the patio space. It does not include tables, chairs, liability insurance, decorations, food, garbage bins or bags. The renter must supply those items needed for the event.
- Renters wishing to put up a tent must fill out a temporary structure permit application and pay the $25 permit fee.

Requested Motion: "I move to approve ordinance 2018-10, on final reading (read title)..."

Attachments: Ordinance 2018-10
Appendix A
Rates

Reviewed by City Manager: WS

Ordinance 2018-10

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO APPENDIX A (FEE SCHEDULE) OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to update the schedule of fees and charges outlined in Appendix A (Fee Schedule) of the Code of Ordinances; and

WHEREAS, the City Commission desires to re-define certain fees and charges in Appendix A (Fee Schedule); and

WHEREAS, the City Commission desires to amend or delete certain fees and charges included in Appendix A (Fee Schedule); and

WHEREAS, the City Commission desires to establish additional fees and charges to be included in Appendix A (Fee Schedule); and

WHEREAS, the City Commission finds these amendments, deletions, and additions to be in the best interest of the citizens of the City of St. Pete Beach.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. Appendix A (Fee Schedule) of the Code of Ordinances is hereby amended as illustrated "Exhibit A", attached and made part of this Ordinance.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication**.** This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

First Reading:
Published:
Final Reading:
Public Hearing:

CITY COMMISSION, CITY OF ST. PETE BEACH, FLORIDA.

____
Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law the ____________ day of ________________, 2018.

____
Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

____
Andrew Dickman, City Attorney

"EXHIBIT A"

APPENDIX A - FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

	Description	Amount
	Chapter 2. Administration	
	Miscellaneous fees	
	Photocopy charges:	
	Per side of page	0.15
	Per two-sided duplicated page	0.20
	Reprint of color photos up to 5" x 7"	3.00
	Reprint of color photos larger than 5"x 7"	Actual cost of duplication
	DVD or CD of meetings	5.00
	Administrative fees:	
	Returned Check fee	25.00
	Credit Card Processing Fee	2.50%
	Notarization of documents, per document	No charge
	Preparation of declaration and notarization of domicile, per preparation	7.00
	Temporary street banners permitted by chapter 122 pertaining to signs:	
	Erection by city employees	184.00
	City civic associations or charitable special events, no fee	
	Certification of city records by city clerk's office (F.S. § 119.07.1(a)), per document	1.00
	Fees for off-duty fire department personnel special detail work per person (minimum three hours)	50.00
	Special event fire vehicle charge per hour per vehicle (minimum three hours)	25.00

	Chapter 10. Amusements and Entertainment	
	Article II. Adult Entertainment Establishments	
	Permit fee for employee of licensed adult entertainment establishment	25.00
	Permit renewal fee for employee of licensed adult entertainment establishment	25.00
	Replacement of lost permit for employee of licensed adult entertainment establishment	25.00
	Adult use business fees:	
	Adult use establishment license; fee for zoning review	375.00
	Adult use establishment nonrefundable license fee	25.00
	Annual licensing regulatory fees for adult entertainment establishments:	
	Adult theater:	
	Having only adult booths, for each booth	450.00
	Having only a hall or auditorium, for each seat	450.00
	Having only an area outdoors designed to permit viewing by customers seated in vehicles, for each parking space	450.00
	Having a combination of two or more of the items listed in subsections (a)(1)a—(1)c of this section, the cumulative license fee applicable to each under subsections (a)(1)a—(1)c of this section	
	Special adult cabaret	450.00
	Adult photographic studio	450.00
	Physical culture establishment	450.00
	Adult bookstore/video store	450.00
	Change of name of adult use establishment	5.00
	Appeal of denial, suspension or revocation of adult entertainment license or permit	25.00
	Plus, deposit for costs of administrative hearing officer	250.00
	Certified mail/postage/handling	
	Per certified letter (depending on the weight of letter)	Time & Material
	Per noncertified letter (depending on the weight of letter)	Time & Material

	Copies, per copy per letter	0.15
	Administrative costs for letters of violation/notices of hearing/hearing agenda/hearing minutes per hour for preparation of each of the following documents: Notice of violation letter, notice of hearing letter, agenda, findings of fact letter, minutes, notary fee, lien filing fee, courier service	15.00
	Chapter 26. Businesses	
	Regulatory fee for unlicensed businesses	15.00
	Special Event Administrative Regulations and Fees	
	Event fees	
	Type IA Event: St. Pete Beach Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days.	
	Type IB Event: Non-Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days	
	Type IIA Event: St. Pete Beach Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies	
	Type IIB Event: Non-Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies. Type III Event: Any event that the City Manager or his/her designee determines cannot be permitted as a Type IA, IB, IIA, or IIB due to complexity of event or other impacts of the event. The fee shall be determined following review of the event impact.	
	Special event fees:	
	Attendance / Type IA / TypeIB / Type IIA / Type IIB / Type III Up to 249 / $25.00 / $50.00 / $75.00 / $100.00 / TBD 250-500 / $50.00 / $100.00 / $250.00 / $350.00 / TBD 501-999 / $75.00 / $150.00 / $500.00 / $650.00 / TBD 1,000+ / $100.00 / $200.00 / $750.00 / $1,000.00 / TBD Non-Permitted Event Fee - 3 times event fee plus cost incurred by City	

Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III
Up to 249	$25.00	$50.00	$75.00	$100.00	TBD
250-500	$50.00	$100.00	$250.00	$350.00	TBD
501-999	$75.00	$150.00	$500.00	$650.00	TBD
1,000+	$100.00	$200.00	$750.00	$1,000.00	TBD

	Beach Wedding: St. Pete Beach Resident Non-Resident Beach Wedding with no Commercial support (i.e. no equipment, chairs, etc.) limited to 20 people: St. Pete Beach Resident Non-Resident	$100.00 $250.00 $50.00 $75.00
	Business permit for fire and other altered goods sale or going out of business sale	
	First 60 days	20.00
	Additional 15 days	5.00
	Chapter 38. Elections	
	Candidate guidebook administrative costs	10.00
	Qualifying fee for position of mayor-commissioner or city commissioner	40.00
	Chapter 42. Emergency Services	
	Article II. Alarm Systems	
	Response to fourth or succeeding false alarm	150.00
	Chapter 46. Environment	
	Article II. Nuisances	
	Lot clearing or mowing by city:	
	Administrative fee	200.00
	Lot mowing charges for vacant or improved lots in an amount equal to the city cost for mowing, in addition to administrative fee in subsection (1) of this section	
	Tree trimming in an amount equal to the city cost for trimming, in addition to administrative fee in subsection (1) of this section	
	Clerical work, secretarial services and all other notification costs at rate equivalent to actual city cost. Attorney's fees equal to actual charge to the city	
	Article III. Junked, Wrecked, Abandoned Property	

	Storage of abandoned or unclaimed property, per day	10.00
	Chapter 50. Library	
	Special, temporary "tourist" card for visitors from outside the Tampa Bay Area	
	Up to 90 days	25.00
	90—180 days	50.00
	Over 180 days	100.00
	Books returned in such condition that they cannot be returned to circulation.	replacement value
	50-3 becomes 50-3-2 50-3 becomes 50-3-3 50-3 becomes 50-3-4	
	Copies from the self-service photocopy machine	0.20
	Print-outs from the public computers, per page	0.20
	Chapter 58. Parks and Recreation	
	Fees and Memberships:	
	Resident daily use (visitor) fees for multi-facilities (gym, arts studio, fitness room)	1.00
	Non-resident daily use (visitor) fees for multi-facilities (gym arts studio, fitness room)	2.00
	Warren Webster	60.00
	Park/pool pavilion	25.00
	All Don Vista Rooms: Mary Nabors, Mary Tracy, Don Vista "A", "B" and "C"	25.00
	Gymnasium	75.00
	Raymond Room	75.00
	Boca Ciega Room (entire floor)	200.00
	½ Boca Ciega Room	100.00
	Balcony Room and Board Room	20.00
	Under the CC Building and Courtyard	60.00
	Friday/Saturday/Sunday rental of Community Center	
	4 hours	

	Standard (Friday & Sunday)	1,000.00
	Premium (Saturday)	1,500.00
	6 hours	
	Standard (Friday & Sunday)	1,500.00
	Premium (Saturday)	2,000.00
	8 hours	
	Standard (Friday & Sunday)	2,000.00
	Premium (Saturday)	2,500.00
	10 or more	
	Standard (Friday & Sunday)	2,500.00
	Premium (Saturday)	3,000.00
	Additional Rental Charges:	
	Pool umbrella—Party rental	25.00
	Staff Cost:	
	Staff (min. two hours)	20.00
	Staff holiday pay (min. two hours)	45.00
	Rental of park property based on the number of anticipated attendees:	
	Residents:	
	50—100	150.00
	101—250	250.00
	251—500	350.00
	Nonresidents:	
	50—100	250.00
	101—250	350.00
	251—500	400.00
	Deposit	50.00—500.00
	Rental deposit for facilities:	
	Under 50 people	100.00
	Over 50 people	500.00
	The resident hourly and time block room rental fees will be ten percent less than the standard fee schedule.	

	Pool (151—180 guest)	200.00
	Additional Rental Charges:	
	Pool Umbrella - Party Rental	25.00
	Staff Cost:	
	Staff (Min. 2 hrs)	20.00
	Staff Holiday pay (Min. 2 hrs)	45.00
	Pass-a-Grille Patio Rental: City operated markets: $25 + tax per vendor 4pm – 10pm: $450 for 3 hour rental (minimum) + tax; additional $100 for each additional hour after 3 hours; $200 deposit due at time of booking.	
	Chapter 62. Peddlers and Solicitors	
	Article II. Commercial Solicitations	
	Solicitation permit fee, per individual, yearly	100.00
	Chapter 78. Taxation	
	Article IV. Business License Tax	
	Business tax license application fee	10.00
	Transfer of business tax license to another person:	
	Transfer of business tax license from one location to another:	
	Not less than	3.00
	Not more than	25.00
	Chapter 82. Traffic and Vehicles	
	Parking decals:	
	Employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza.	25.00
	City resident or nonresident owning property within city	20.00

	Parking permits:	
	Gulf Way and Eighth Avenue area:	Below
	Houses and apartments having street addresses on Gulf Way from First Avenue to 22nd Avenue and Eighth Avenue:	Below
	"A" Permit purchase by record title owner of each unit.	20.00
	On-premises businesses in Pass-a-Grille:	Below
	One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	4.00
	Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium:	Below
	"E" Permit Purchase by record title owner of unit, each	20.00
	Hanging meter permits for Pass-a-Grille business owners to be used by customers	35.00 per yr.
	Parking meter rates for coin operated parking meters per hour	2.00
	Parking meter rates for parking pay stations.	2.75 per hour
	Parking meter rates County Park Beach Access parking pay stations.	2.75 per hour
	"C" and "D" Controlled parking residential parking annual permit,	5.00
	"C" and "D" Controlled parking residential temporary parking permit	3.00 per mo.
	Daily parking permits	
	Daily B permit for city metered parking spaces and non-metered city streets requiring, parks and lots requiring B permit (other than County Park)	$27.00 per day
	Temporary non metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B Permit only zone.	$3.00 per month
	Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B permit only zone. Cannot be consecutive days.	Up to 20 one-day permits $3.00
	Storage charge for impounded motor vehicle, per day	35.00
	Chapter 86. Utilities	
	Identification or location of sanitary sewer tap-in	25.00
	Fats Oils and Grease annual inspection fee	100.00

	Fats Oils and Grease re-inspection fee	50.00
	Chapter 90. Vehicles for Hire	
	Permit fees for taxicabs and public conveyances:	
	Each vehicle	50.00
	Each driver	10.00
	Driver's permit fee	10.00
	Chapter 94. Waterways	
	Article IV. Water Taxis	
	Fee for water taxi permit, per year	100.00
	Renewal fee, per year	100.00
	Chapter 98. Buildings and Building Regulations	
	General site development/Site plan review-Fire:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or three stories in height.	350.00
	Re-submittals	100.00
	Building construction:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or greater than three stories in height.	350.00
	Building four stories or higher add additional fee per floor.	50.00
	Re-submittals	100.00
	Fire protection/Life safety systems:	

	Plan review, inspections and acceptance test	250.00
	Re-submittals	100.00
	Re-inspections and Red tag	50.00
	Fire prevention inspections:	
	Certificate of occupancy inspection	No charge
	Periodic-inspection	50.00
	Business tax inspection (For fire inspection of new occupancy)	50.00
	Hotels	
	- Small (< 15,000 sq. ft.)	100.00
	- Large (> 15,000 sq. ft.)	150.00
	Restaurants (each restaurant within a hotel or business will be charged individually in addition to hotel or business inspection fee)	75.00 (Less than 50) 150.00 (More than 50)
	Apartments, condominiums and transient occupancies buildings	50.00 per floor
	Apartments, condominiums hotels and transient occupancies building four stories or higher add additional fee per floor.	25.00
	Assisted living facilities—Per floor	50.00
	Foster homes	50.00
	Daycares	50.00
	Other (Specialty facilities: [Marina], boat repair, auto repair type facilities and other facilities/business types not covered)	150.00
	Special events—Fire-Permits and inspections:	
	Temporary structure permit	25.00
	Beach fire permit	25.00
	Outdoor cooking permit	25.00
	Fireworks permit—Application fee and site inspection	150.00
	Special events/Temporary use	100.00
	Chapter 106. Flood Control	
	Planning and Zoning Fees	
	<u>Mobile Food Establishment Permit</u>	<u>170.00</u>

	Renewal of Mobile Food Permit	85.00
	Site Plan Review (initial and one revision)	
	Not located In CRD Lot less than 5,000 sq. ft.	$500.00
	Lot greater than 5,000 sq. ft.	$1,000.00 plus $100 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	250.00
	Within CRD:	
	Lot less than 5,000 sq. ft.	$1,200.00
	Lot greater than 5,000 sq. ft.	$1,200.00 plus $125 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	$350.00
	Zoning Review (where no building permit is required)	$50.00
	Preliminary Plat	$500.00 plus direct costs for review
	Final Plat	$300.00 plus any direct costs and recording fees
	Required Mailing	$.20 per piece plus associated mailing costs
	Planned Development Review	$1000.00

	Each re-submittal review	$125.00
	Temporary Use approval	$100.00 plus direct mailing costs
	Vacation of Easement/ROW request	$375.00 plus direct mailing costs
	Conditional Use Permit	$500.00 plus direct mailing costs
	Conditional Use Permit with Variance Request	$700.00 plus direct mailing costs
	Conditional Use Permit with Planning Board Review	$1000.00 plus direct mailing costs
	Administrative Appeal to City Manager	$250.00
	Administrative Appeal to Special Magistrate	$500.00
	Concurrency Review	$75.00 plus Direct costs (includes consulting engineer charges for review of utility capacity, transportation analysis and other required concurrency issues)
	Variance Request	$500.00 plus direct mailing cost
	Certificate of Appropriateness With FEMA Variance	$50.00 $100.00 plus direct mailing costs
	Land Development Code Text change	$800.00 plus direct mailing costs
	Land Development Code Map change	$2000 plus direct mailing costs

	Comprehensive Plan Amendment (not in CRD)	$2,500.00 plus direct mailing costs
	Comprehensive Plan Amendment (in CRD)	$3,000.00 plus direct mailing costs
	Sign Permit	$25.00 plus building permit fee

	Building Permit Fees	

	Plan Review	½ of Building Permit Fee
	Building Permit Base fee	$50.00 plus $16.00 per $1,000 of project valuation
	Plan Revisions	$15.00 per sheet
	Certificate of Occupancy	$100.00
	Conditional Certificate of Occupancy	$100.00 for each 30 days of portion thereof
	Certificate of Completion	$100.00
	Permit placard replacement	$15.00
	Penalty fee for failure to post permit card	$50.00
	Re-inspection fee	$50.00
	Stop Work Order	$100.00
	Permit Extension	$50.00
	Permit Reinstatement	50% of original permit fee applied to remaining work to be completed

	Transfer of Permit	$15.00 or 10% of original permit fee whichever is greater
	Commencement of work without permit	3 times permit fee
	Chapter 130. Vegetation	
	Tree removal permit application filing fee	25.00
	Tree removal permit appeal fee	20.00

WASTEWATER CONNECTION FEES

Residential: Single-family, single condominium or single apartment $2,668

Commercial: Fee for commercial structures (other than units) will be based on water meter size.

5/8" or ¾"	$2,668
1"	$6,670
1½"	$13,340
2"	$21,344
3"	$42,688
4"	$66,700
6"	$133,400
8”	$213,440

WASTEWATER USER FEES

Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: $31.33 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: $10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: $31.33 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: $10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

PAG PATIO SUGGESTED RENTAL RATES

City operated markets: $25 + tax per vendor

4pm – 10pm: $450 for 3 hour rental (minimum) + tax; additional $100 for each additional hour after 3 hours; $200 deposit due at time of booking.

A renter can rent anytime between the 4-10pm. Set up and clean up times must be factored in that time. All renters must be off the premises by 10pm.

Example of Rental amount:

5-9pm: (4 hour rental) $450 + $100 additional hour + $38.50 tax = $588.50 + $200 refundable deposit

4-10pm: (6 hour rental) $450 + $300 additional hours + $52.50 = $802.50 + $200 refundable deposit

Additional fees: if the Renter does not have event liability insurance, the renter must purchase that through the city for an additional $150.00

The rental amount gives the renter exclusive use of the patio space. It does not include tables, chairs, liability insurance, decorations, food, garbage bins or bags. The renter must supply those items needed for the event.

Renters wishing to put up a tent must fill out a temporary structure permit application and pay the $25 permit fee.

Comparable to:

Treasure Island Beach Pavilion – directly on the beach, has shaded open air picnic area, restrooms, showers, playground area, vending area.

Resident: $200 plus tax for a six hour rental, 8am -10pm Mon-Thurs, $300 plus tax for six hour rental Friday – Sunday.

Non Resident: $300 plus tax for six hour rental, 8am – 10pm Mon-Thurs, $400 plus tax for six hour rental Friday – Sunday.

Overtime fee of $75 plus tax per hour