



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, MAY 16, 2022 – 6:38 PM  
CITY HALL**

**ELECTED OFFICIALS PRESENT:**

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

**STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager  
Mark Anglin – Police Chief

**ELECTED OFFICIALS NOT PRESENT:**

Lynn Bohanan – Councilmember

**OTHERS PRESENT:** Mike McQuaide, Mike Hopkins (Newton County Water and Sewer Authority), Art Vinson, Laurie Vinson

**Agenda (Attachment A)**

**1. Mayor's Announcements**

- a. July 4<sup>th</sup> parade is back on this year. The parade committee is working hard on planning this event and will be putting out signs to let people know about the event.
- b. Dean Hicks will be leaving Oxford College. He will be the President at his alma mater, Davidson College.

**2. Committee Reports**

- a. **Trees, Parks, and Recreation Board** – David Eady and Laura McCanless provided the report for this Board.
- b. **Sustainability Committee** – Laura McCanless provided the report for this Committee.
- c. **Downtown Development Authority (DDA)** – Mike Ready provided the report for this Authority.

3. **Newton County Water & Sewerage Authority (NCWSA) Request for Service Area Swap**

Mike Hopkins with the NCWSA spoke to the Mayor and City Council concerning a service area swap with the City of Covington for water/wastewater. Service delivery areas are outlined in the Newton County Service Delivery Strategy (SDS). Amendments to the SDS require approval by the County, County Seat, and three additional cities. Mr. Hopkins requested support from the City of Oxford for this change.

4. **Review of FY 2023 Budget** (Attachment B)

Mayor Eady discussed the Capital budget documents distributed to the City Council Members. Jim Windham suggested the City's proposed sign should be similar to the new sign the City of Grayson has installed on Highway 20.

5. **Adding Banking Services for United Bank Accounts** (Attachment C)

City Clerk/Treasurer Marcia Brooks discussed a proposal for adding Remote Deposit Capture which allows depositing of checks without taking them to the bank for an additional \$25 per month, and ACH origination and wire transfers electronically for an additional \$10 per month.

ACH origination will allow direct deposit of paychecks and for drafting accounts. The monthly cost would increase from \$14.95 per month to \$49.95. Remote deposit capture will also ensure that customer checks clear sooner and will reduce the number of deposits police officers must take to the bank. The remote deposit capture equipment is a one-time cost of \$700.

Staff recommends contracting for both additional services with United Bank.

6. **Outsourcing Printing and Mailing of Utility Bills** (Attachment D)

Marcia Brooks discussed a proposal to outsource printing and mailing of utility bills. Staff recommends contracting with Enco Utility Services. They require a deposit of two-months postage which is refundable upon termination of the contract.

Outsourcing this process will save the City money due to the reduction of costs for paper, toner, billing forms, mailing envelopes and return envelopes. Outsourcing will also eliminate about eight hours of manual labor on the part of staff members.

Jim Windham and Laura McCanless expressed a desire to show more usage information for customers on the utility bill.

7. **Review of Coke Street Trail Alignment and Budget Estimate** (Attachment E)

Mayor Eady discussed the project map and project plan provided by Jordan Engineering. The estimated cost for the project has been added to the proposed FY 2023 budget. Chief Mark Anglin stated that he conducted a traffic study of the area for one month, which showed about 2,400 vehicles traveling in the area. City Manager Bill Andrew stated he would work with Mr. Jordan to get an estimate of specific costs and timeline.

**8. Other Business**

Marcia Brooks mentioned that staff is working on a proposal to begin accepting payments online for citations. She will be providing additional information in future meetings.

**9. Work Session Meeting Review**

**10. Executive Session**

Real estate matters were discussed in Executive Session.

**11. Adjourn**

The meeting was adjourned by Mayor Eady at 8:00 p.m.

Respectfully Submitted,



Marcia Brooks  
City Clerk/Treasurer

**Oxford Mayor and Council**  
**Work Session**  
**Monday, May 16, 2022 – 6:30 P.M.**  
**Oxford City Hall**  
**110 W. Clark Street, Oxford, Georgia**  
**Agenda**

1. Mayor's Announcements
2. **Committee Reports** – The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, and Sustainability Committee will update the Council on their recent activities.
3. **Mike Hopkins, Newton County Water & Sewerage Authority Request for Service Delivery Strategy** - The NCWSA and the City of Covington are working to finalize a water/wastewater service area swap. According to the rules to amend the Service Delivery Strategy, we must have the County, County Seat, and three additional cities approve the swap.
4. **\*Review of FY 2023 Budget**
5. **\*Adding Remote Deposit Capture for our United Bank Accounts**
6. **\*Outsourcing Printing and Mailing of Utility Bills**
7. **\*Review of Coke Street Trail Alignment and Budget Estimate**
8. **Other Business**
9. **Work Session Meeting Review** – Mayor Eady will review all the items discussed during the meeting.
10. **Executive Session**

\*Attachments

## Marcia Brooks

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**From:** Katia Barrios <kbarrios@unitedbank.net>  
**Sent:** Monday, April 11, 2022 3:00 PM  
**To:** Marcia Brooks  
**Subject:** Cash Management Services

Good Afternoon,

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

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

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

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

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

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

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

Let me know if you have any questions!

Thank you,

Please feel free to reach out to the Business Services Team via our email que [bizbanking@unitedbank.net](mailto:bizbanking@unitedbank.net) or 770-567-2555 for future concerns or questions.

**Katia Roque Barrios**  
Business Services Specialist II

770-567-2555

[kbarrios@unitedbank.net](mailto:kbarrios@unitedbank.net)

420 Griffin Street

Zebulon Ga 30295



## UNITED BANK REMOTE DEPOSIT CAPTURE AGREEMENT

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

### Terms and Conditions

**1. General Description of Remote Deposit Service.** Subject to the terms, provisions and conditions of this Agreement, Bank shall provide the Remote Deposit Service to Customer, which allows Customer to make deposits to Customer's deposit accounts listed in Attachment "A" attached hereto and made a part hereof (each such deposit account an "Account" and, collectively, the "Accounts") from Customer's office by scanning checks on a desktop scanner and delivering the images and information required hereby to Bank or Bank's designated processor (a "Processor"). The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "Image" and, if more than one, "Images") in accordance with the Procedures (as herein defined), must read and capture the magnetic ink character recognition ("MICR") line on each check and must read and capture all such other data and information as is required by this Agreement. After capture of the Images, the MICR line on each check and all other required data and information from each check, Customer will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and other required information (each such file a "File" and, if more than one, "Files") to Bank or Processor via the Internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, Bank will provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of Bank's then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "Deposit Agreement") and this Agreement. Customer acknowledges and agrees that Bank may discontinue, and/or change the terms of the Remote Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to Customer or any third party. Customer hereby agrees that Bank shall be the exclusive provider of the Service provided in accordance with this Service Schedule and that Customer will not use the same or similar services of any other party.

**2. Hardware and Software.** Customer understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the Remote Deposit Service and that fulfills Customer's obligation to obtain and maintain secure access to the Internet. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Remote Deposit Service, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Remote Deposit Service. If scanner is purchased, Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment used in connection with the Remote Deposit Service and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Customer or third-party employees. Bank is not responsible for, and

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

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

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

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

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

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



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

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

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

**6. Image and MICR Quality.** Each File transmitted by Customer to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Customer. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- (a) the amount of the Check;

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

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

- (a) the American Bankers Association routing transit number (“RTN”);
- (b) the number of the account on which the Check is drawn;
- (c) when encoded, the amount of the Check; and
- (d) When encoded, the serial number and the process control field of the Check.

**7. Receipt of File.** Customer agrees that Customer shall be solely liable for, and Bank shall not have any liability whatsoever to Customer for, any File or the Images or other information contained therein that are not received by Bank or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Customer. Bank has no obligation to notify Customer of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Customer for the rejection of a File or the Images or other information contained therein or for the failure to notify Customer of such rejection. Upon receipt of a File submitted by Customer, Bank may examine such File and the Images and other information contained therein to ensure that Customer has complied with this Agreement and followed the Procedures. If Bank determines that Customer has not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a “Corrected File”). As a form of correction, Bank may credit Customer’s Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Customer has complied with this Agreement and processed and transmitted the File in accordance herewith and with the Procedures, the File is balanced and the Images meet the requirements of Section 6 of this Agreement, then Bank shall accept the File (an “Accepted File”) for deposit to Customer’s Account. Upon acceptance of the File, Bank shall electronically notify Customer of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Customer’s Account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank.

**8. Provisional Credit and Availability of Funds.** Upon acceptance of the File, Bank shall grant Customer’s Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, “Provisional Credit” means that the credit is made to Customer’s Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank’s funds availability disclosure.

**9. Laws, Rules and Regulations.** Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission (“FTC”), the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization (“ECCHO”) and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the “Rules”) and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

**10. Collection of Checks.** Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank’s selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.

**11. Contingency Plan.** Customer agrees that, in the event Customer is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will transport the originals of all Checks to the closest office of Bank and deposit original Checks with Bank until such time that the outage, interruption or failure is identified and resolved. Customer hereby acknowledges and agrees that Bank shall not be liable to Customer for any loss or damage of any nature sustained by Customer as the result of the inability of Customer to use the Service. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement. Notwithstanding the foregoing, and to the extent applicable, Section 12 of this Agreement dealing with warranties shall apply to the deposit of original Checks.

**12. Warranties.** Customer represents, warrants and covenants the following to Bank:

- (a) **Checks Deposited.** Customer shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
- (b) **Image Quality.** Each Image transmitted by Customer to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- (c) **Accuracy of Information.** All data and other information submitted by Customer to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Agreement;
- (d) **Business Purpose Only.** Customer is not a consumer, and the Remote Deposit Service shall be used for business purposes only;
- (e) **No Duplicates.** Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);

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

**13. Returned Checks.**

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

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

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

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

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

**15. Amendments.** Bank may amend the terms of this Agreement at any time, in its sole discretion, by giving notice to Customer. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Customer's continued use of the Remote Deposit Service shall constitute Customer's agreement to such amendments. No amendments requested by Customer shall be effective unless received, and agreed to in writing, by Bank.

**16. Confirmation: Account Reconciliation.** Bank will provide notice of receipt of deposits to Customer's Account on the periodic statement for such Account. Customer is responsible for detecting and reporting to Bank any discrepancy between Customer's records and the records Bank provides to Customer. If Customer does not detect and notify Bank of such a discrepancy within 30 days of Customer's receipt of any terminal printout, mailed report or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and Customer shall be precluded from asserting such error or discrepancy against Bank.

**17. Update Notice.** Customer shall provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Bank within 5 business days of the change. Customer shall provide any additional information requested by Bank within 5 days of such request. Bank retains the right to: (i) review Customer's Checks, Files and business activities from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement and (ii) re-price or terminate the Remote Deposit Service based on changes to information previously provided to Bank by Customer.

**18. Bank's Duties.** Bank's duties and responsibilities are limited to those described in this Agreement, the Deposit Agreement and any other agreements governing the Accounts. Bank will use commercially reasonable care in performing its responsibilities under this Agreement.

**19. Bank's Responsibilities.** Customer agrees to monitor its account balances and charges, to promptly notify Bank if any Report conflicts with Customer's records, and to refrain from acting on information it has reason to believe is erroneous. In all instances, Bank's and, if the services of a third party provider are utilized in the provision of the Remote Deposit Service, such third party's sole liability to Customer shall be limited to the correction of any errors made. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Customer and Bank or Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.

**20. Internet Disclaimer.** Bank does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Bank's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Customer's or Bank's ability or inability to connect to the Internet.

**21. Indemnification and Liability; Third Party Claims.** Customer hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "Indemnified Party" and, collectively, the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Customer's (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (vi) deposit of a prohibited check; (b) Bank's (i) provision of the Remote Deposit Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (c) Customer's breach of any of Customer's warranties, representations and/or obligations under this Agreement or any other agreement between Customer and Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Agreement. and/or (d) Customer's breach or violation of any Rules; provided, however, Customer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

**22. Limit of Liability.**

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



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

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

**23.** Third Parties; Maintenance.

- (a) Remote Deposit Service from Others. Customer may be using special equipment, services or software provided by a third party to assist it in processing Checks and Files hereunder (each a “Third Party” and, if more than one, “Third Parties”). Customer (i) agrees that any Third Party is acting as Customer’s agent in the delivery of Checks and Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Customer shall provide at least 10 days advance written notice to Bank in the event it uses any such Third Party. Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Bank shall not have any responsibility for any Check or File handled by a Third Party until that point in time when Bank accepts and approves a Check or File from such Third Party for processing.
- (b) Equipment Maintenance. Customer shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, it’s electrical services, and telephone system, including computer equipment, Internet connectivity, scanning terminals (unless contracted with Bank) and any other equipment or items necessary to receive the Remote Deposit Service. Bank shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer’s failure to do so.

**24. Use of Trademarks.** Customer may not use Bank’s name or trademarks without the express written consent of Bank. If Customer is permitted to use any of Bank’s name, trademarks or promotional materials, Customer will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of Customer’s goods or services.

**25. Financial Information and Audit.** Bank may from time to time request information from Customer in order to evaluate a continuation of the Remote Deposit Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Remote Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by Bank, Customer hereby authorizes Bank to enter Customer’s business premises for the purpose of ensuring that Customer is in compliance with this Agreement and Customer specifically authorizes Bank to perform an audit of Customer’s operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer’s location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at the Customer location related to information technology, the Remote Deposit Service and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer’s operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, or if Customer refuses to give Bank access to Customer’s premises, Bank may terminate the Remote Deposit Service according to the provisions hereof.

**26. Confidential Information and Proprietary Right in Data.** All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by Customer and Customer’s Customers in connection with this Agreement is confidential. Except as allowed by applicable law, Bank shall not disclose or permit access to any such information by any person, firm or corporation. Bank shall cause its officers, employees and agents to take such action as shall be reasonably necessary to preserve and protect the confidentiality of such information, by disclosing such information only to persons needing to have access thereto for the performance of the Bank’s obligations under this Agreement or to any other party to which Bank may be required by law to report



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

**27. Arbitration and Waiver of Jury Trial.** Customer and Bank agree that the transactions contemplated in this Agreement involve "commerce" under the Federal Arbitration Act ("FAA"). EVERY CONTROVERSY OR CLAIM BETWEEN CUSTOMER AND ANY INDEMNIFIED PARTY ARISING OUT OF, OR IS IN ANY WAY RELATED TO OR RESULTING FROM, THIS AGREEMENT, THE REMOTE DEPOSIT SERVICE OR ANY OTHER SERVICES PROVIDED BY BANK, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT, WILL BE RESOLVED BY BINDING ARBITRATION UNDER THE FAA. The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) CUSTOMER WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) CUSTOMER WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) CUSTOMER WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES, WHETHER OF CIVIL PROCEDURE OR OTHERWISE; AND (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. THIS ARBITRATION PROVISION IS SUPPLEMENTAL TO, AND NOT IN LIEU OF, ANY OTHER ALTERNATIVE DISPUTE RESOLUTION PROVISION, AND, IN THE EVENT OF A CONFLICT BETWEEN THIS PROVISION AND ANY OTHER SUCH ALTERNATIVE DISPUTE RESOLUTION PROVISION, THE TERMS OF THIS PROVISION SHALL CONTROL. This agreement to arbitrate disputes will survive the closing of Customer's Accounts and the termination this Agreement.

**28. Attorneys' Fees.** In the event of any arbitration or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

**29. Successors.** This Agreement and all the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

**30. Assignment.** No right or interest hereby conferred shall be assignable without the prior written consent of the other party, and any assignment made without such consent shall be null and void; provided, however that Bank may assign this Agreement or any part of it to any of Bank's affiliates or to a successor of Bank by merger or acquisition upon written notice to Customer.

**31. No Third Party Beneficiaries.** This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns and affiliates.

**32. Captions and Headings.** The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

**33. Entire Agreement.** The terms of the Deposit Agreement, all other agreements with Bank pertaining to the Accounts and the Rules, are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the Rules and this Agreement, the provisions of this Agreement shall control to the extent necessary. Customer agrees that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Remote Deposit Service.

**34. No Waiver.** No delay or failure on the part of Bank in exercising any of Bank's rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by Bank shall constitute a waiver of its right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

**35. Severability.** In the event all or any part of any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, the remaining provisions or parts thereof shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.

**36. Construction.** This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.

**37. Termination.** This Agreement shall remain in full force and effect from the date hereof until such time as this Agreement is terminated by either party as hereinafter provided:

- (a) this Agreement may be terminated at any time by either party following ten (10) days prior written notice;
- (b) either party shall have the right to terminate this Agreement immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Agreement, (v) fails to perform its obligations under this Agreement or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading.

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

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

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

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

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

**38. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without reference to its conflict of laws provisions, and applicable federal law.

**39. Notices.** Any notice required hereunder shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties and if, to Bank, at the address set forth below and, if to Customer, at the most recent address shown for Customer in Bank's records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third business day after mailing thereof.

If to Bank:           United Bank  
                          P.O. Box 1337  
                          Zebulon, GA 30295

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

**BANK**

\_\_\_\_\_  
(CUSTOMER)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**

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

**ATTACHMENT B**

**HARDWARE LIST**

**ATTACHMENT C**

**SCHEDULE OF FEES**

**\$375.00 Single Feed Scanner or**

**\$700.00 Multi Feed Scanner**

**\$25.00 Monthly Processing Fee**

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

***Valid as of January 1, 2022***

***Federal Reserve Bank Holiday Schedule***  
(Non-processing days)

New Year's Day  
Martin Luther King Jr's Birthday  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Weekends (Saturday and Sunday)

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

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

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\* Timeframe for Submission of ACH Files:

**Debit Entries**

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

**Credit Entries**

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



## Memo

**To:** Bill Andrew, City Manager  
**From:** Marcia Brooks, City Clerk/Treasurer  
**Date:** March 15, 2022  
**Re:** FY 2023 - Outsourcing the Printing and Mailing of Utility Bills

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

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

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

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

I appreciate your consideration.

/mlb

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

**Deb Cronin**

Account Manager

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

Phone 228-271-3617

Email [dcronin@harrislocalgov.com](mailto:dcronin@harrislocalgov.com)



March 2, 2022

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

Subject: Proposal for Managed Print and Mail Services

Dear Ms. Brooks,

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

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Deb Cronin". The signature is written in a cursive style and is positioned above the typed name.

Deb Cronin  
Regional Sales Representative  
Harris Local Government





Date: 03/02/2022  
 Quote #: DC-OXF-03022022  
 Effective To: 12/31/2022  
 Prepared By: Deb

## Proposal Pricing

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

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

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



### Insert Printing Pricing

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

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

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

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

# Agreement Terms and Conditions

## 1. Definition

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

## 2. Payment Terms

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

## 3. Minimum Annual Commitment

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

## 4. Term

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

## 5. Termination

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

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

## **6. Payment Upon Early Termination**

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

## **7. Relationship Between the Parties**

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

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

## **8. Data**

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

## **9. Warranty**

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

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

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

**10. Limitations on Liability**

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

**11. Cancellation Policy**

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

**12. Governing Law; Venue**

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

**13. Entire Agreement**

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

**Purchaser: City of Oxford, GA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Authorizing Party**

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**Purchaser's Billing Department Information**

Billing Address: \_\_\_\_\_

AP Contact: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



March 14, 2022

# UTILITY BILL PRINTING SERVICES PROPOSAL

## CITY OF OXFORD, GA



### ENCO ADVANTAGE BILLING SERVICES

Ruby Irigoyen, Senior Vice President, Customer Services  
 ENCO Utility Services Florida, LLC  
 572 Appleyard Dr. Ste E, Tallahassee, FL 32304  
[irigoyen@encous.com](mailto:irigoyen@encous.com)



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# COVER LETTER

March 14, 2022

Ms. Marcia Brooks,

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

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

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

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

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

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

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

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

Thank you again for your consideration.

Sincerely,



Ruby Irigoyen, Senior Vice President

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

# COMPANY OVERVIEW

## ENCO Company History

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

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

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

## Corporate Structure and Licenses

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

### Corporate Headquarters

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

### Tallahassee Billing Services Center

572 Appleyard Drive, Ste. E  
Tallahassee, FL 32304

### Hemet Customer Service Center

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

### Chattanooga Customer Service Center

1250 Market Street, Ste 1008  
Chattanooga, TN 37402

## Contacts

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

# SCOPE OF WORK

## UTILITY BILL PRINTING AND MAILING SERVICES:

### Statement Design

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

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

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

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

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

ENCO can accept automated messaging from the utility billing data extract file that has been pre-mapped to a pre-determined messaging area of the utility bill statement during the design and implementation phase of the project

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

**UTILITY BILL**

Days of Operation: Mon-Fri 8:00 AM - 5:00 PM  
# of Utility Meters: 1  
Phone: (770) 504-6266  
Email: [fd@cityofwoodstockga.gov](mailto:fd@cityofwoodstockga.gov)  
Website: [www.cityofwoodstockga.gov](http://www.cityofwoodstockga.gov)  
After hours emergency for water outage and leaks: (770) 526-7971

SAMPLE WOODSTOCK, GA 30188

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

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

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

**LATE PAYMENT INFORMATION**  
AMOUNT DUE IF PAID AFTER 5:00 PM ON 01/30/2020 Includes Penalty: \$89.58

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

Visit us on the web at <http://www.cityofwoodstockga.gov>  
Click on "Pay Online" and "Water Account" to view your account and pay online.

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

SERVICE ADDRESS	400 KENNEL RD
SERVICE DATES FROM	12/3/2019
SERVICE DATES TO	01/13/2020
DAYS	32

SERVICE	PREVIOUS READ	CURRENT READ	USAGE	CHARGES
WATER	18508	23300	4800	\$52.90
SEWER	18508	23300	4800	\$48.63

**YOUR USAGE HISTORY**

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

Pay on the web at [www.cityofwoodstockga.gov](http://www.cityofwoodstockga.gov)

BILL DATE	ACCOUNT NUMBER	DATE DUE BY
01/13/2020	XXXXX	01/30/2020
SERVICE ADDRESS	TOTAL DUE	
400 KENNEL RD	\$81.53	
AMOUNT DUE IF PAID AFTER 5:00PM ON 01/30/2020 (includes Penalty)	\$89.58	

Amount Enclosed \$ \_\_\_\_\_  
Please remit and make checks in US funds payable to:

SAMPLE WOODSTOCK, GA 30188

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

or can be emailed directly to us prior to the processing of the cycle. The message is then placed in the pre-determined messaging area of the statement.

### Additional Programming or Design Changes

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

### Data File Transfer

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

### Data Processing

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

### Mailing Services

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

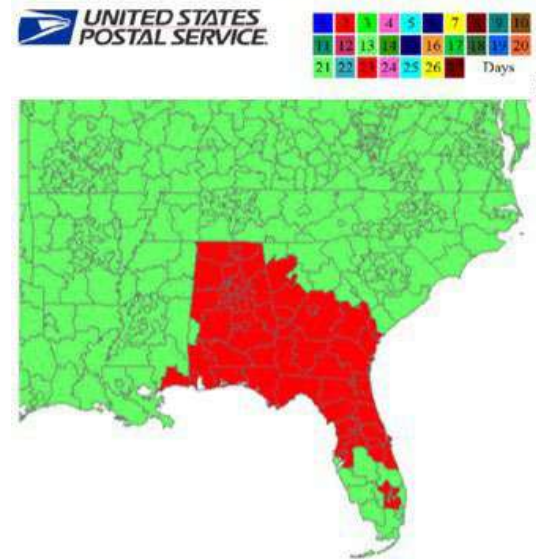
House holding is the process of grouping multiple account statements that are intended for the same customer and bundling them into one envelope. This ensures the owner receives all the documents required, but with the convenience of only one envelope and one postage cost included.

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

### Mail Delivery

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

### Originating Service Standards First-Class for SCF 323



### Client Postage Deposit Account

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

### Supplies and Inventory Management

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

### Paper

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

### Billing Statement Outgoing Envelope

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

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



## Return Envelope

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



## E-billing Services – Touchless bill delivery

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

## Inserting Capabilities

### Your Design or Ours. You print or We Print.

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



## Your statement has a **NEW LOOK**

We have improved the layout. Your statement is easier to read and to understand, so you know what's due on your account and when.

400 East Main Street • 8am - 5pm  
Mon - Fri (except holidays)  
Phone: 706-637-3429  
After Hour Emergencies: 706-637-6968

### Catch the Rain & Water Savings with the City of Hendersonville Rain Barrel Program

**Hendersonville's 2018 Rain Barrel Distribution Event**

**Cost:** \$68.00 each  
**When:** Saturday, May 26<sup>th</sup>-27<sup>th</sup>, 2018  
**Time:** 9:00 a.m. - 5:00 p.m.  
**Where:** City Operation Center  
305 Williams Street  
Hendersonville, NC 28792

**Help conserve water with your very own IVY Rain Barrel!**  
Collecting and reusing rainwater reduces the amount of water flowing into storm drains, waterways, and ensures that every drop of water is being used efficiently.

To order go to:  
<http://www.rainwatersolutions.com/products/hendersonville>

**IVY's Features**

- 50 Gallon Capacity
- Child-proof locking lid
- Made in North Carolina
- Gravity fed. No pump required
- Made of 100% Recycled Plastic
- Bug-proof screen keeps out mosquitoes and pest!
- 3/4" Ball valve. Easily connect to garden hose
- Two built-in overflow ports. Primary overflow directs water away from foundation. Or use hose to link additional barrels.
- Barrels nest inside one another for easy storage and transport. 2 IVY's easily fit in the backseat of a 4 door sedan

**Why Use Rain Barrels**

- Lower your water bill
- Reduce stormwater runoff
- Reduce erosion and flooding
- Relieve municipal sewer/water demand
- Free water for irrigation, gardening, car washing etc.
- Help protect rivers, streams, lakes, and the environment

<http://www.hendersonvillenc.gov/>

Program Sponsors: Hendersonville North Carolina

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

## Invoicing Procedures

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

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

## Bill Printing & Mailing Service Implementation Plan

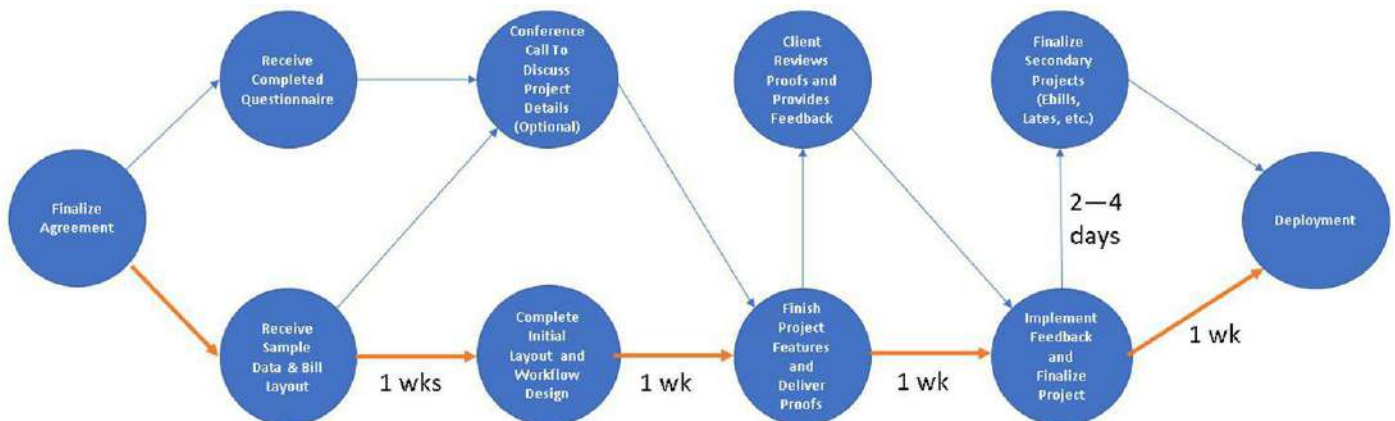
**James Gager, Lead Developer, will serve as the Project Manager** for deployment and implementation including quality, timeliness and for ensuring that adequate personnel and other resources are available. Shann Edmonds, Director of Operations, will serve as the Production Lead. During deployment and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

### Overview of Deployment Process

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

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

### Deployment Process:



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

#### – Pre-Development Information Gathering

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



- If you would like to explore a new design or changes, let us know and we will contact you to start the design process by sending samples of some of our existing designs. Determine the right set of bill features (Payment processing barcoding, QR scan code for online electronic portal, usage graphs for conservation, etc.) that will help you achieve your goals.

2. High Resolution copy of the client's logo (minimum 300 dpi)
3. Sample of billing software data file (i.e. field delimited, comma delimited, XML, AFP, and PCL)
4. Data map from your billing software

– **Deployment discussion:**

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

– **Statement Design and Approval:**

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

– **Billing Data Integration/Mapping:**

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

– **Testing (Parallel Processing) and cycle processing training:**

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

– **“Go Live” Deployment:**

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

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

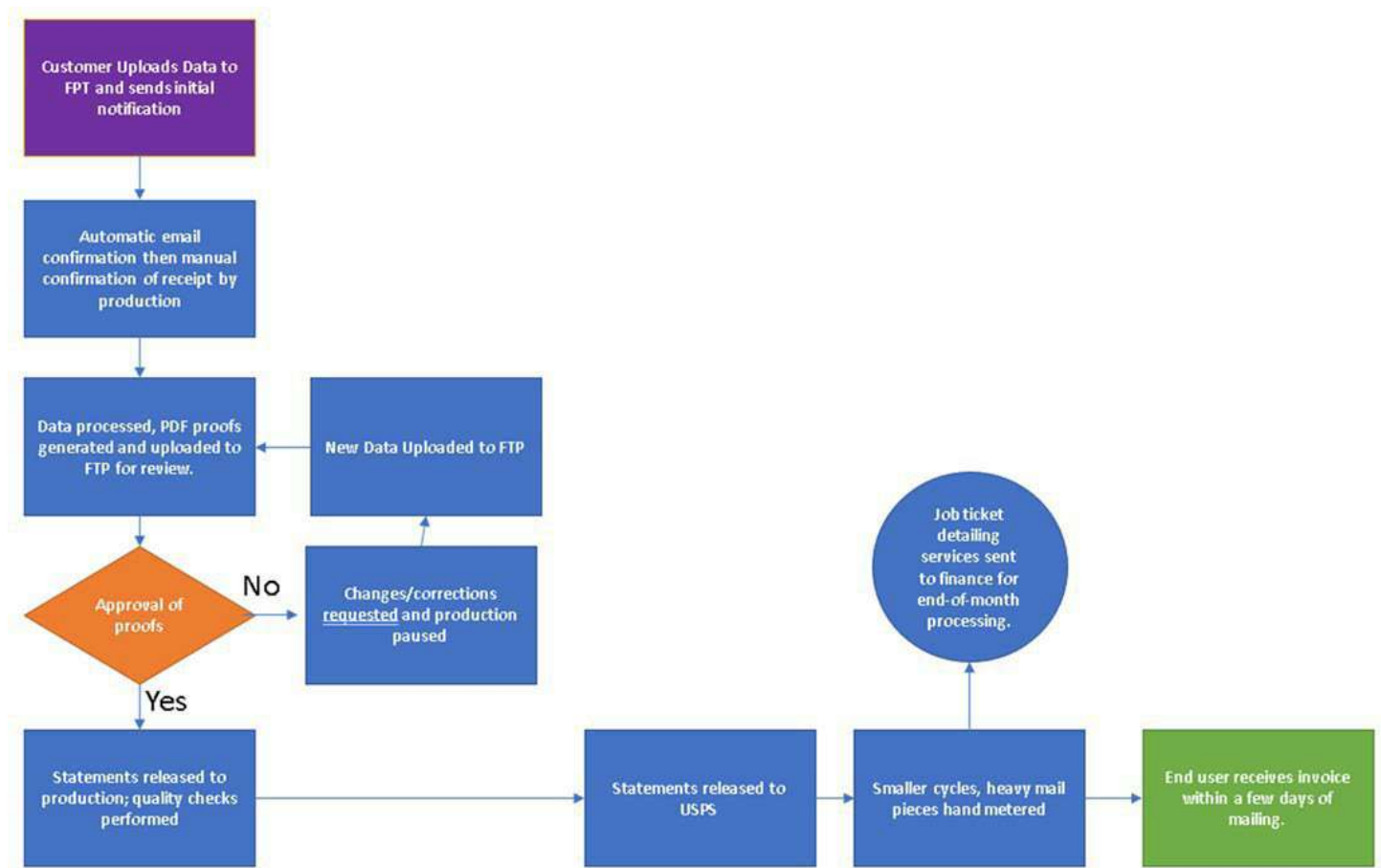
**We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QS1, ATS, TBS, and several proprietary built billing platforms. We can accommodate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

## Client Responsibility

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

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

## Production Process:



### Overview of Day-to-Day Production Process

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

Step 1 Client Uploads data files to ENCO and sends email that the files are ready for processing and the anticipated volume.

Step 2 Client receives automatic email confirmation from ENCO that the files were received, and processing has begun.

Step 3 Client approves posted proofs. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our transfer site. Statement printing will be held in Operations until a notification of release is provided. At that time, statements are released to Production for printing and inserting. Included in the zip file will be your statements, any out sorted statements, and USPS paperwork (Form 3600-R) indicating the number of statements electronically for printing, as well postage breakdown, the CASS/PAVE address error report, and the NCOA processing summary report detailing all address changes. Any statements that have been flagged for issues will be available here for review.

Step 4 Client receives email that processing is complete and awaiting approval. Client downloads bill statement PDF proofs and USPS mail reports from our FTP site. After reviewing, client sends email approving release for printing and mailing.

Step 5 Once we receive your approval email, bill files are released for printing and inserting. ENCO emails the client that production is completed, and the statements have been delivered to the USPS. Attached to the email notification is your ENCO job ticket, which provides details of completed billing statements processed.

Step 6 The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away. Mail is picked up and delivered daily according to the USPS holiday schedule.



## REFERENCES – UTILITY BILL PRINT & MAIL SERVICES - Since 2007

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

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



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



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



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



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



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



**Moultrie, GA** – Since 2009  
21 First Avenue NE, Moultrie, GA 39828  
Tiffany Shroats: (229) 227-6990; TiffanyS@thomasville.org  
8,800 bills



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



**Sarasota, FL** – Since 2011  
1761 12th St. (Utility Billing Office), Sarasota FL 34236  
20,250 bills – SunGard HTE multi-line delimited text file  
Teresa Witkowski(941)329.6121;Teresa.Witkowski@sarasotaf1.gov  
20,250 Bills – SunGard THE multi-line delimited txt file



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



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



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



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



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



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



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



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



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



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



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



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



**Baldwin County, GA** – Since 2009  
121 N. Wilkinson St., Milledgeville, GA 31061  
Vanessa Hale (706) 478-445-4237  
10,000 bills, Tyler Tech multi-line delimited txt file



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



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



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

## MEET OUR MANAGEMENT TEAM:

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

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

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

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

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

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

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## QUALITY CONTROL

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

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

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

## RECORD RETENTION AND DATA BACKUP

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

# SUPPORT PROGRAM

## UTILITY BILL PRINTING & MAILING SERVICE:

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

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

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

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

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

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



# WHEN IT MATTERS, IT'S REALLY ABOUT SERVICE

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

## ***Eileen Snoberger***

*Admin & Customer Support Manager*

*St. Lucie County Utilities*

*772.462.1845*

*[snobergere@stlucieco.org](mailto:snobergere@stlucieco.org)*



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

Shann,

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

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

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

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

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

Thank you

|-

*Melinda Crook*

*City Clerk/Treasurer*

*Phone: 229-723-3576*

*E-Mail: [melinda.crook@cityofblakely.org](mailto:melinda.crook@cityofblakely.org)*





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

***Thank you. See you soon!!***

# ENCO ADVANTAGE PRICING SCHEDULE

Pricing for Oxford, Georgia 3/14/2022

## INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE

**\$800**

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

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## MANUAL MESSAGE CHANGES

**\$25 / change**

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## ADDITIONAL OR RE-PROGRAMMING CHANGES

**\$125/ Hour**

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## STATEMENTS, LATE NOTICES, FINALS, LETTERS ETC.

**\$0.16/**  
statement

- Full color front of bill printing of variable data
- Grey scaled ink jet printing of stagnant messaging on back of bill
- 8½x11 white 24lb. color statements with 3½" perforated return stub
- Standard #10 White single pistol window with security tint 20lb envelope.
- Standard #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

**Cost without #9 Return Envelope**

**\$0.155 /**  
statement

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

**\$0.04 /**  
statement

**Additional Statement pages**

**\$0.08/**  
additional  
pages

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

**\$0.01 / insert**

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

**\$100.00**

## OPTIONAL E-BILLING

**\$0.10**

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

## OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS)

**\$0.015/**  
statement

## Optional Create PDF upload file for Customer Portal

**\$0.01/**  
statement

## POSTAGE DEPOSIT

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

Required postage deposit = Estimated statements/notices @ \$.426 (current pre-sorted USPS rate) X 2 months = 1.000 x \$0.426 x 2 = **\$852.00**.

# EXAMPLE BILLS



P.O. Box 1397, 111 Victoria Place  
 Thomasville, GA 31799-1397  
 Customer Service 229-227-7001  
 24 Hour Emergency Only 229-227-5499  
 Visit us at [Thomasville.org](http://Thomasville.org)



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

WATER SERVICES	CURRENT USAGE: 100 GALLONS	LAST MONTH	LAST YEAR	CHARGES

GAS SERVICES	CURRENT USAGE: CCF	LAST MONTH	LAST YEAR	CHARGES

WASTEWATER SERVICES	CHARGES

REFUSE SERVICES	CHARGES

CNS SERVICES	CHARGES

MISCELLANEOUS SERVICES	CHARGES

**TOTAL CURRENT CHARGES \$13.13**

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

## ACCOUNT SUMMARY

ACCOUNT NAME: JOE SAMPLE  
 SERVICE ADDRESS: 123 MAIN ST  
 ACCOUNT NUMBER: 12-345678910  
 PIN#: 131415

BILLING DATE: 04/06/19  
 CURRENT CHARGES: \$13.13  
 PAST DUE AMOUNT: \$0.00  
 CREDITS: \$0.00  
**SMART CHOICE DISCOUNT: \$0.00**  
**TOTAL AMOUNT DUE: \$13.13**  
 CURRENT BILL DUE DATE: 04/24/19

YOUR METERS WERE READ ON 03/25/19 AND REPRESENT 28 DAYS OF SERVICE  
 BILLING PERIOD HIGH TEMP 82 LOW TEMP 32

## METER READINGS

SERVICE	CURRENT	PREVIOUS
ELECTRIC	8143	8122
NATURAL GAS		
WATER		

## COMMERCIAL ELECTRIC DEMAND

CURRENT DEMAND	BILLING DEMAND	METER MULTIPLIER
0.00	0.00	1

## PCA & ECCR

Power Cost Adjustment (PCA)	0.009900
Environmental Compliance Cost Recovery Adjustment (ECCR)	0.010900

Join us for the 98th Annual Rose Show and Festival, April 25th-27th! Parades, concerts, flower shows and fun for the whole family. Admission to most events is free. For more information, visit [thomasvillega.com](http://thomasvillega.com) or call 229-225-7977.



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

Return Service Requested

Your utility bill can also be paid online at [Thomasville.org](http://Thomasville.org) or through our Interactive Voice Response (IVR) system by calling 229-227-7001. Download the "City of Thomasville Utilities" app from your app store to view and pay your utility bill as well as view your payment history and account usage.

## PAYMENT COUPON

ACCOUNT NAME: JOE SAMPLE  
 SERVICE ADDRESS: 123 MAIN ST  
 ACCOUNT NUMBER: 12-345678910  
 PIN#: 131415

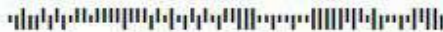
**TOTAL AMOUNT DUE \$13.13**

CURRENT BILL PAST DUE AFTER: 04/24/19

ENTER AMOUNT PAID \$ \_\_\_\_\_

Please Remit To and Make Checks Payable To:

THOMASVILLE UTILITIES  
 PO BOX 1397  
 THOMASVILLE GA 31799-1397



1 1 AV 0.383

Joe Sample  
 123 Main Street  
 Thomasville GA 31757-0126



# City of Newberry

25440 W. Newberry Rd  
Newberry, FL 32669

JOHN SMITH  
123 MAIN ST  
NEWBERRY FL 32669-0959

For questions regarding your bill:  
Mon - Thur 7:30 AM - 5:30 PM  
(352) 472-2161  
Fax (352) 472-7026

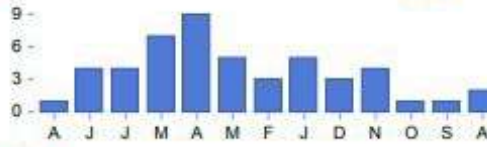
### WATER & WASTEWATER CHARGES

SERVICE	CONSUMPTION	CHARGE
Water Consumption	1 Kgal	\$0.00
Water Customer Charge		\$14.20
Wastewater Usage	1 Kgal	\$0.00
Wastewater Customer Charge		\$30.69

### Water & Wastewater Total

\$44.89

CURRENT USAGE	
Meter 12345678	
Days	33
Previous Reading	375
Current Reading	376
Consumption	1
Avg / Day	0.03



### ENERGY SERVICE CHARGES

SERVICE	CONSUMPTION	CHARGE
Consumption	1650 KWH	\$181.83
Customer Charge		\$7.50
Power Cost Adjustment @ 0.00900		\$8.25

### Electric Total

\$197.58

CURRENT USAGE	
Meter 12345678	
Days	33
Previous Reading	65512
Current Reading	67162
Consumption	1650
Avg / Day	50



### OTHER CHARGES

SERVICE	CHARGE
Solid Waste Collection - HAND PICK UP 2X/WEEK	\$21.93

### Other Total

\$21.93

Visit us on the web at - [www.ci.newberry.fl.us](http://www.ci.newberry.fl.us). Pay your bill on the web - [www.ci.newberry.fl.us](http://www.ci.newberry.fl.us). Pay your bill by phone at (352) 472-2161  
PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Check box for change of address (see reverse side of this document)



### City of Newberry

25440 W. Newberry Rd  
Newberry, FL 32669

JOHN SMITH  
123 MAIN ST  
NEWBERRY FL 32669-0959

ACCOUNT NUMBER 12345678

BILLING DATE 08/26/15

### SUMMARY OF CHARGES

Water Total	\$44.89
Energy Total	\$197.58
Other Total	\$21.93
Taxes Total	\$34.03
Adjustments	\$0.00
Current Charges	\$298.43

Total Amount Due \$298.43

### IMPORTANT INFORMATION

Meter Reading begins August 31 Payments Due on September 15 (8:30 am to 4:30 pm) to avoid late fee.

Payment stub is required to accurately process payment.

Non-payment disconnection will occur on September 23. After hours call 352-472-2161.  
Pay Bills Online at [www.ci.newberry.fl.us](http://www.ci.newberry.fl.us)

NO PAYMENTS ARRANGEMENTS WILL BE TAKEN AFTER THE 20th OF THE MONTH & THE ENTIRE OUTSTANDING BALANCE MUST BE PAID BY THE END OF THE CURRENT BILLING MONTH.

OFFICE HOURS 8:30 AM - 4:30 PM

New Office Hours Starting October 5, 2015. See Insert For Details

City Hall Will Be Closed September 7, 2015  
LABOR DAY

SERVICE ADDRESS			
123 MAIN ST			
PAY ID	ACCOUNT NUMBER	LOCATION NUMBER	
17F5LXA	12345678	12345678	
CYCLE	BILL DATE	DATE DUE	TOTAL DUE
1	08/26/15	09/15/15	\$298.43

### LATE PAYMENT INFORMATION

TOTAL DUE AFTER DUE DATE \$308.43

Please remit and make checks in US funds payable to:

City of Newberry  
P.O. Box 369  
Newberry, FL 32669-0369







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

**UTILITY BILL**

SAMPLE  
 WOODSTOCK, GA 30189

Days of Operation: Mon - Fri 8:00 AM - 5:00 PM  
 Excluding Holidays  
 Phone: (770) 592-6006  
 Email: h2o@woodstockga.gov  
 Website: www.woodstockga.gov

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

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

<b>SERVICE ADDRESS</b>	600 KENNEL RD				
<b>SERVICE DATES FROM</b>	12/3/2019	<b>TO</b>	1/1/2020	<b>DAYS</b>	32

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

SERVICE	PREVIOUS READ	CURRENT READ	USAGE	CHARGES
WATER	18500	23300	4800	\$32.90
SEWER	18500	23300	4800	\$48.63

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

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

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

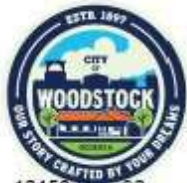
Visit us on the web at <http://www.woodstockga.gov>

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

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



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



12453 Hwy 92  
 Woodstock, GA 30188-3698

ON AUTO DRAFT

Pay on line at [www.woodstockga.gov](http://www.woodstockga.gov)

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

Amount Enclosed \$ \_\_\_\_\_

Please remit and make checks in US funds payable to:

SAMPLE  
 WOODSTOCK, GA 30189

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



## Water Usage Basics

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

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

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

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

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

## Paying Your Water Bill Online

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

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







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



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

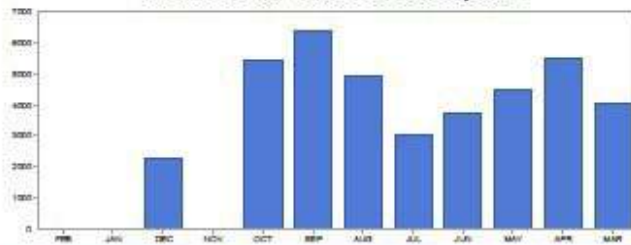
Scan the QR code or visit [www.cityofcallaway.com](http://www.cityofcallaway.com) and click on "utility payments." (Service fees will apply)

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

NEW CHARGES	
Water Consumption	\$0.00
Water Base Charge	\$14.21
Sewer Consumption	\$0.00
Sewer Base Charge	\$38.36
Solids Monthly Charge	\$0.00
Tax	\$0.00
Irrigation Consumption	\$0.00
Penalty	\$0.00
Stormwater	\$0.00
Misc. Charges	\$0.00
Total Current Billing	\$52.57
Total	\$82.89

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

Current Year Water Consumption



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

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

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



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



1 1 SP 0.500  
Joe Sample  
369 Main Road  
Virginia Beach VA 23451-2238



CUSTOMER NUMBER	36912-000
CUSTOMER NAME	Joe Sample
SERVICE ADDRESS	123 Old Main St
<b>AMOUNT DUE &gt;&gt;</b>	<b>\$82.89</b>
<b>DUE DATE &gt;&gt;</b>	<b>3/15/2019</b>

PLEASE MAKE CHECKS PAYABLE TO:

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





### **City Commission Meeting**

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

### **Ordinance No.968 – Trash Time and Placement**

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

### **Donations**

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

### **Utility Service**

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





# Your water and sewer services statement has a **NEW LOOK!**

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

Have questions about your bill? Contact information is located where it is easy to find. You can find additional information on the back of the bill.

Meter Number has been included for each metered service.

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



**Town of Lantana**  
500 Greyhounds Circle  
Lantana, FL 33462-4544

JOHN SMITH  
123 MAIN STREET  
LANTANA FL 33462-3027

Customer Service:  
Town Hall: Monday - Friday 8:30 AM - 4:30 PM  
(866) 540-5020  
After hours water or sewer emergencies:  
(866) 540-5780

List of the 4 convenient ways to pay your bill.

Pay your bill  
By Mail: Using remittance stub at bottom  
In Person: Town Hall - 500 Greyhounds Circle  
Online: [www.lantana.org](http://www.lantana.org) (fees will apply)  
By Phone: (866) 738-0471 (fees will apply)

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

### IMPORTANT INFORMATION

JOIN US FOR BARK IN THE PARK SUNDAY APRIL 17 @ NOON, TALENT CONTEST, ADOPTIONS, PRIZES & MORE! MADDOCK PARK, 1230 W DREW STREET, LANTANA. PLEASE CALL (866) 540-5020 FOR MORE INFORMATION.

Important town news will appear in this area.

### SERVICE ADDRESS

123 MAIN STREET

SERVICE	METER NUMBER	CURRENT READING	CURRENT READ DATE	PREVIOUS READING	PREVIOUS READ DATE	DAYS IN CYCLE
WA	12345678	3521	3/11/16	3519	2/11/16	29

### DETAIL OF CURRENT CHARGES

SERVICE	CONSUMPTION	CHARGE
WA WATER	2.00	\$71.30
SW SEWER	2.00	\$74.52
WATER UTILITY TAX		\$7.13

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT  
PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK



Town of Lantana  
500 Greyhounds Circle  
Lantana, FL 33463-4544

ADDRESS SERVICE REQUESTED

JOHN SMITH  
123 MAIN STREET  
LANTANA FL 33462-3027

Please remember to not send cash. Only check or money orders are safe methods of payment and accepted through the mail.

ACCOUNT NUMBER	DUE DATE
1234-5678	4/07/16
AMOUNT DUE	AMOUNT ENCLOSURE
\$162.95	

DO NOT SEND CASH THROUGH THE MAIL  
Please remit and make checks in US funds payable to:

TOWN OF LANTANA  
500 GREYHOUNDS CIRCLE  
LANTANA FL 33462-4544



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



**From:** robert@jordan-eng.com <robert@jordan-eng.com>  
**Sent:** Thursday, April 28, 2022 4:13 PM  
**To:** Bill Andrew <bandrew@oxfordgeorgia.org>  
**Subject:** Coke St trail extension

Bill,

Attached is an updated concept plan for the Coke St Trail project including widening the trail to 12 feet, adding the boardwalk near Watson Street, and the other minor routing changes discussed during our site meeting. In addition to the updated concept, I have attached a very rough estimate of design and construction costs. The preliminary guess at costs fell within the same general range per foot as the George Street Trail project in 2018 (\$251/ft for Coke St vs \$201/ft for George St). The projects are somewhat similar (concrete trail each with one bridge and some boardwalk). However, we did get one very good bid on George Street. With the wider trail on Coke and the possibility that we might not get a good low bid from a local contractor, I think the City should be prepared for the possibility that my estimate might be low in today's very busy contracting environment where materials costs have increased substantially. When all is said and done, no matter how much I try to drill down in costing, it's really only an educated best guess.

If and when you'd like for me to move toward civil design phase of work, please let me know.

Also – I would like very much to assist the City with some of the other projects we've talked about, but until I get a few other projects off of my desk, the trail is likely the only one that I'll be able to work on for a few months. I wish I had more capacity to dedicate to some of the others. I might be able to make some progress on the cemetery mapping effort if I get a better understanding of what that scope might look like.

Thank you,  
Robert



Robert O. Jordan, PE RLS [www.jordan-eng.com](http://www.jordan-eng.com)  
Jordan Engineering, Inc. (706) 468-8999 office  
144 N. Warren Street (706) 318-6786 cell  
Monticello, GA 31064

# Oxford Coke St Trail extension

## Construction cost estimate - preliminary rough approximation

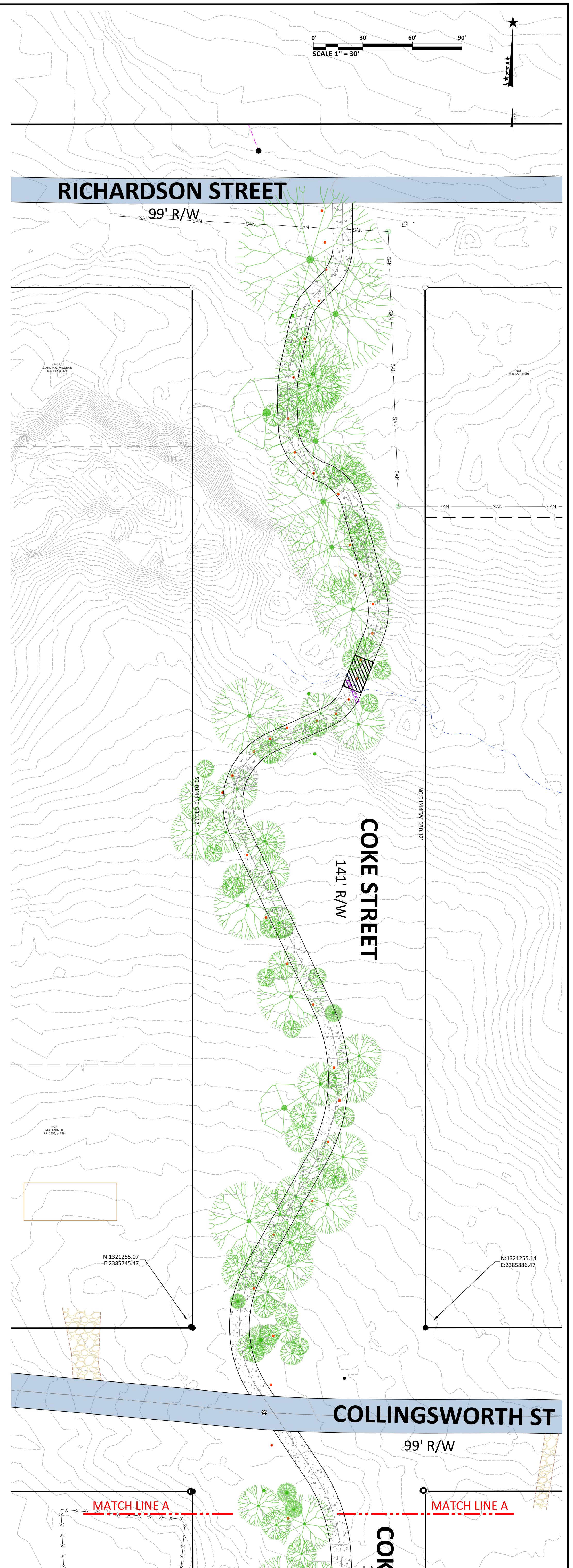
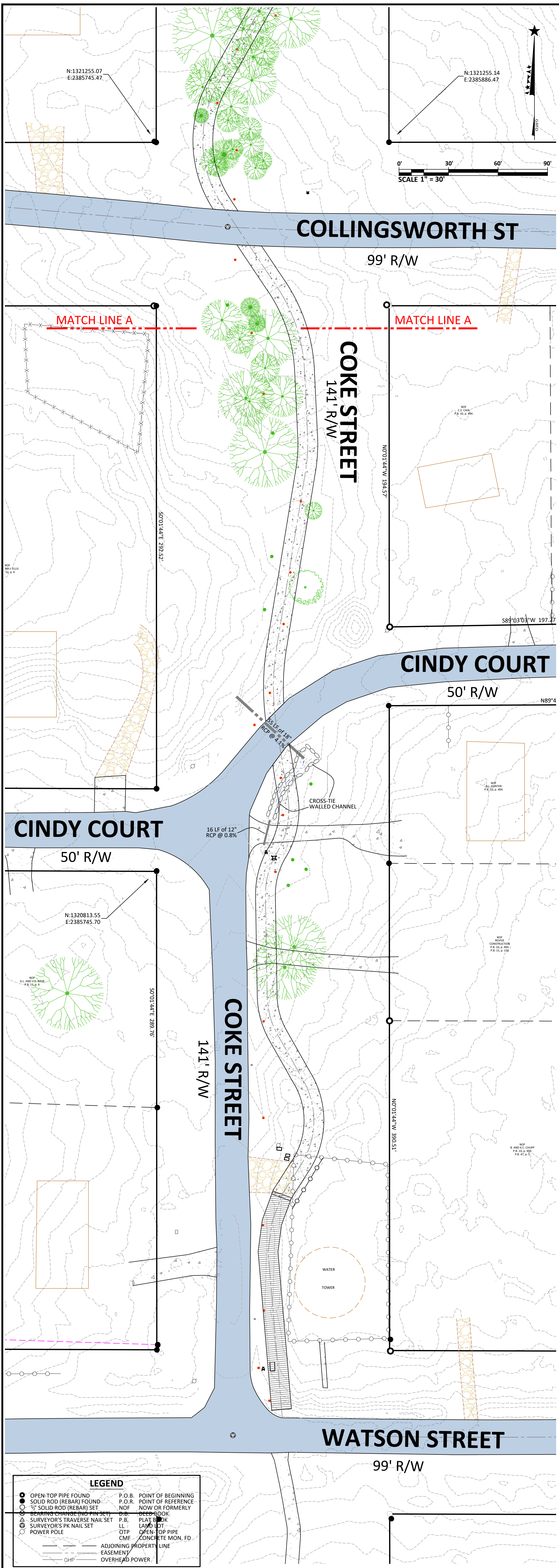
Trail length is 1582 feet, thickness is 5 inches, and width is 12 feet

The rough estimate total cost is \$251 per foot. For comparison, the average bid on the George St Trail project in 2018 was \$326/ft and the low bid was \$201/ft.

4/28/2022

<u>Item No</u>	<u>Description</u>	<u>Qty</u>	<u>Units</u>	<u>Unit cost</u>	<u>Item cost</u>
1	Mobilization/Demob/Bonding	1	LS	\$15,000.00	\$15,000.00
2	Demo/utility relocation	1	LS	\$10,000.00	\$10,000.00
3	New fence/gate @ watr tower	1	LS	\$5,000.00	\$5,000.00
4	Clearing/grubbing	1	LS	\$20,000.00	\$20,000.00
5	Erosion control	1	LS	\$10,000.00	\$10,000.00
6	Grading	1	LS	\$15,000.00	\$15,000.00
7	12' concrete path x 1377'	1836	SY	\$60.00	\$110,160.00
8	12' boardwalk	138	LF	\$500.00	\$69,000.00
9	Prefab aluminum bridge (24')	1	LS	\$85,000.00	\$85,000.00
10	Stripe for ped crossing	3	EA	\$750.00	\$2,250.00
11	Geotechnical testing	1	LS	\$3,500.00	\$3,500.00
12	Structural engineering	1	LS	\$4,000.00	\$4,000.00
13	Civil site/erosion plans	1	LS	\$10,000.00	\$10,000.00
14	Construction staking	1	LS	\$2,500.00	\$2,500.00
15	10% contingency	10.00%	total	\$361,410.00	\$36,141.00
				Project total	\$397,551.00





**LEGEND**

● OPEN-TOP PIPE FOUND	○ P.O.B. POINT OF BEGINNING
○ SOLID ROD (REBAR) FOUND	○ P.O.R. POINT OF REFERENCE
○ SOLID ROD (REBAR) SET	○ NOW OR FORMERLY
○ SURVEYOR'S TRAVELER'S NAIL SET	○ DEEP DUCK
○ SURVEYOR'S PK NAIL SET	○ PLAT BOOK
○ POWER POLE	○ LAMP POST
○	○ OPEN-TOP PIPE
○	○ CONCRETE MON. FD
○	○ ADJOINING PROPERTY LINE
○	○ EASEMENT
○	○ OVERHEAD POWER

Sheet No.	1	
Rev	Revision Description	Date
0	Initial Issue	XX/XX/XX

City of Oxford  
Newton County, Georgia

**COKE TRAIL  
CONCEPT DESIGN**

**JORDAN ENGINEERING**  
144 N. WARREN ST. MONTICELLO, GA. 31064  
TELEPHONE: (706) 468-8999  
Land Planning • Surveying • Soils Classification