Jeff Whitmire Commissioner. Pct. 1 David Whitlock Commissioner. Pct. 2



Commissioner. Pct. 4

Bill Magers

Phyllis James

Bart Lawrence

Commissioner, Pct. 3

County Judge

Notice is hereby given that a regular meeting of the Commissioners Court of Grayson County, Texas will be held May 23, 2017, at 10:00 AM in the Commissioners Courtroom, 100 W. Houston St., Sherman, Texas at which time the following matters will be considered:

(1) Call to Order

Court in Session on this 23rd day of May, 2017 with the following members present: County Judge Bill Magers, Commissioner Jeff Whitmire, Commissioner David Whitlock, Commissioner Phyllis James and Commissioner Bart Lawrence. Also present were County Clerk Wilma Bush and Deputy County Clerk Tiffany Roberson. Assistant District Attorney Craig Price was absent.

Judge Magers called the meeting to order at 10:00 a.m.

(2) Invocation

Former County Judge Drue Bynum led the Invocation.

(3) Pledge of Allegiance

Judge Magers led the Pledge of Allegiance to the American and Texas flags.

(4) Act On Minutes of May 16, 2017

Item Approved

Result:

Motion: Act On Minutes of May 16, 2017

Motion Approve

Type:

Motion Jeff Whitmire

Made By:

Seconded Phyllis James

By:

Motion Passed

Results:

The Court considered and approved the Minutes of May 16, 2017.

Ayes: James, Lawrence, Whitlock, Whitmire

(5) Act On Current Bills

Motion: Act On Current Bills

Motion Approve

Type:

Motion David Whitlock

Made By:

Seconded Bart Lawrence

By:

Motion Passed

Results:

The Court considered and approved payment of the current bills.

Ayes: James, Lawrence, Whitlock, Whitmire

Bills

Item Approved

Result:

(6) Update on Grayson County Health Clinic.

Item

Result:

Judge Magers thanked Former County Judge Drue Bynum for getting the Health Clinic started.

Michael Hall, Advisory Board Member for the Grayson County Health Clinic, addressed the Court to give an update on the Health Clinic. The Grayson County Health Clinic opened August 2013 to provide primary health care to the uninsured residents of Grayson County. The Health Clinic was approved for 501(c) (3) status 01/26/2017 and has been able to increase their staff enabling them to increase office visits. The health clinic has increased their number of providers and has over forty specialty providers. Also, the clinic has been able to offer free counseling through the Child and Family Guidance Center and has given 1,000 patients free medicine and free labs to 150 patients a month.

Former County Judge Drue Bynum said that Grayson County is one of the few that has been able to use funds that helps the underinsured without cost to the taxpayers. Former County Judge thanked the Court for their continued support.

(7) Receive mid-year financial update and review of 2016 financials.

Item

Result:

Richey Rivers, Auditor, updated the Court with the mid-year financial update and review of 2016 financials. The 2016 general fund balance ended up being \$17,075,860 and the 2016 net income 1,803,646. The total 2017 Adopted Budget through March was estimated to be \$41,762,714 and \$21,465,400 has been spent over the past six months. The budget process is expected to begin mid-June.

No action was taken.

(8) Approve request for a road bore on Durning Rd by Marilee SUD

Item Approved

Result:

Motion: Approve request for a road bore on Durning Road by Marilee SUD

Motion Approve

Type:

Motion Jeff Whitmire

Made By:

Seconded Phyllis James

By:

Motion Passed

Results:

The Court considered and approved the request for a road bore on Durning Road by Marilee SUD.

Ayes: James, Lawrence, Whitlock, Whitmire

(9) Discuss and take action on request to award bids for the Bank Depository and Sub-Depository contracts as presented.

Item Approved

Result:

Motion: Discuss and take action on request to award bids for the Bank

Depository and Sub-Depository contracts as presented.

Motion Approve

Type:

Motion Phyllis James

Made By:

Seconded Bart Lawrence

By:

Motion Passed

Results:

Gayla Hawkins, Grayson County Treasurer, addressed the Court requesting they award bids for the main bank depository to the Bank of Texas and the subdepository to Landmark Bank. Ms. Hawkins and Richey Rivers, Grayson County Auditor, looked at the Banks references, interest rates and ties to the Community.

The Court considered and approved awarding bids for the Bank Depository to Bank of Texas and Sub-Depository contract to Landmark Bank.

Ayes: James, Lawrence, Whitlock, Whitmire

(10) Discuss and take action on request to accept an insurance settlement for damage to

a county vehicle and amend the vehicle repair budget

Item Approved

Result:

Motion: Discuss and take action on request to accept an insurance settlement

for damage to a county vehicle and amend the vehicle repair budget

Motion Approve

Type:

Motion David Whitlock

Made By:

Seconded Phyllis James

By:

Motion Passed

Results:

Richey Rivers, Grayson County Auditor, addressed the Court requesting they accept an insurance settlement for the damage to a county vehicle and amend the vehicle repair budget.

The Court considered and approved an insurance settlement for damage to a county vehicle and amend the vehicle repair budget.

Ayes: James, Lawrence, Whitlock, Whitmire

(11) Discuss and take action to approve a budget transfer to allocate funds from interlocal projects, Precinct 4

Item Approved

Result:

Motion: Discuss and take action to approve a budget transfer to allocate funds

from Interlocal projects, Precinct 4.

Motion Approve

Type:

Motion Bart Lawrence

Made By:

Seconded Jeff Whitmire

By:

Motion Passed

Results:

Richey Rivers, Grayson County Auditor, addressed the Court to approve

a budget transfer to allocate funds from Interlocal projects for Precinct 4. The money received from Tanglewood and the City of Denison will be used to purchase road materials.

The Court considered and approved a budget transfer to allocate funds from Interlocal projects for Precinct 4.

Ayes: James, Lawrence, Whitlock, Whitmire

(12) Pursuant to Chapter 551 of the Texas Government Code, Commissioners Court reserves the right to convene into executive session to discuss with its attorney contemplated litigation involving the Department of Labor investigation regarding North Texas Regional Airport firefighters pursuant to Tex. Gov't Code Section 551.071.

Item Approved

Result:

Motion: Pursuant to Chapter 551 of the Texas Government Code,

Commissioners Court reserves the right to convene into executive session to discuss with its attorney contemplated litigation involving the Department of Labor investigation regarding North Texas Regional Airport firefighters pursuant to Tex. Gov't Code Section 551.071.

Motion Approve

Type:

Motion David Whitlock

Made By:

Seconded Bart Lawrence

By:

Motion Passed

Results:

The Court adjourned into Executive Session at 10:29 a.m.

The Motion was made by Commissioner Whitlock and Seconded by Commissioner Lawrence to adjourn into Executive Session. Ayes: Commissioner James, Commissioner Lawrence, Commissioner Whitlock and Commissioner Whitmire.

The Court reconvened into Regular Session at 10:43 a.m.

The Motion was made by Commissioner Whitlock and Seconded by Commissioner Lawrence to reconvene into Regular Session. Ayes: Commissioner James, Commissioner Lawrence, Commissioner Whitlock and Commissioner Whitmire.

Ayes: James, Lawrence, Whitlock, Whitmire

(13) Consider and take possible action with respect to matters discussed in executive session regarding contemplated litigation involving the Department of Labor investigation regarding North Texas Regional Airport firefighters.

Item Approved

Result:

Motion: Consider and take possible action with respect to matters discussed in

executive session regarding contemplated litigation involving the Department of Labor investigation regarding North Texas Regional

Airport firefighters.

Motion Approve

Type:

Motion Jeff Whitmire

Made By:

Seconded Phyllis James

By:

Motion Passed

Results:

The Court considered and approved the settlement as presented in Executive Session involving the Department of Labor investigation regarding North Texas Regional Airport firefighters.

Ayes: James, Lawrence, Whitlock, Whitmire

(14) Public Comments

Former County Commissioner Johnny Waldrip invited the Court to a play held this evening at the First Baptist Church in Sherman.

(15) Commissioners Court Comments

Commissioner Whitmire commented he wanted to recognize Judge Nall for receiving the award for Judical Vision and Leadership for his dedicated work with Drug Court.

Commissioner James commented that the Commissioners Conference

she attended in Austin Texas was very educational.

Commissioner Whitlock commented Former Commissioner Waldrip's weight loss looked good on him.

Commissioner Lawrence commented that he thought the best part of the Commissioners Conference he attended in Austin, Texas was a class about Decisions Made and Consequences Thereof which discussed errors made in Commissioners Court. Grayson County leadership past and present has been the best.

(16) Adjourn

Judge Magers adjourned the meeting at 10:50 a.m.

STATE OF TEXAS COUNTY OF GRAYSON

I, Wilma Bush, County Clerk, attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for May 23, 2017.

Date: May 30, 2017

WILMA BUSH, County Clerk Clerk of Commissioners Court Grayson County Texas

COUNTY	JUDGE

COUNTY CLERK	POSTING CLERK

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact County Judge's Office at (903) 813-4228 prior to the meeting so that appropriate arrangements can be made.



GRAYSON COUNTY COMMISSIONERS COURT

AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE OFFICE NO LATER THAN 12:00 P.M. ON THE THURSDAY PRECEDING A MONDAY MEETING.

旦	Prin

PLEASE PROVIDE THE FOLL	OWING INFORMATION:		
JUDGE OR COMMISSIONER AUTHORIZING:	Bill Magers		
NAME OF PERSON PRESENTING THE REQUEST	Wilma Bush		
DEPARTMENT:	County Clerk		
TELEPHONE NO:			
DATE:	05/19/2017	COURT DATE:	05/23/2017
REMARKS:			
ACTION REQUESTED OF THE	COURT:		
Act On Minutes of May 16, 2017	7		
LIAO TUIO ITEM DEENI DEEOD	E THE COMMISSIONERS (ACUIDT DDEVIOLIOLYA IE AC	NAULENIO
HAS THIS ITEM BEEN BEFOR	E THE COMMISSIONERS C	OURT PREVIOUSLY? IF SO,	WHEN?
Attachments:			
Click to download			
2017-05-16 CC Minutes			
History			
Time	Who	Approv	al
5/19/2017 1:51 PM	Commissioner Court	Approval Yes	



GRAYSON COUNTY COMMISSIONERS COURT

AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE OFFICE NO LATER THAN 12:00 P.M. ON THE THURSDAY PRECEDING A MONDAY MEETING.

Print

PLEASE PROVIDE THE FOLLOWING INFORMATION:								
JUDGE OR COMMISSIONER AUTHORIZING:								
NAME OF PERSON PRESENTING THE REQUEST:	Richey Rivers							
DEPARTMENT:	Auditor							
TELEPHONE NO:	4245							
DATE:	5/23/17	COURT DATE:	5/23/17					
REMARKS:								
ACTION REQUESTED OF THE	E COURT:							
HAS THIS ITEM BEEN BEFORE THE COMMISSIONERS COURT PREVIOUSLY? IF SO, WHEN?								
Attachments:								
Click to download								
□ <u>Bills 5/23/17</u>								
History								
Time	Who	Approval						
5/18/2017 11:14 AM	Commissioner Court Appr	roval Yes						

The accompanying Vouchers Payable Registers and/or Check Register for the period May 16, 2017 to May 23, 2017 have been reviewed and approved for payment.

May 23, 2017

Jeff Whitmire

David Whitlock

Phyllis James

Bart Lawrence

Bill Magers

Grayson County, Texas BILLS

Due Date: 05/23/2017

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 010 : GENERAL FUND : DEPARTMENT 000 : Asset/Liability/Equity/Income : VENDOR 667 : DENISON ISD :	April 2017	April 2017 payment	010-000-27500	30.00
VENDOR 777 : PILKILTON DODGE :	April 2017	April 2017 payment	010-000-27500	2,316.63
VENDOR 981 : LINEBARGER, GOGGAN, BLAIR & SAMPSON L	April 2017	April 2017 Collection Agency Fees	010-000-26000	1,666.17
VENDOR 1385 : BEST PAWN :	April 2017	April 2017 pymnt	010-000-27500	17.00
VENDOR 1390 : PITNEY BOWES :	May 2017-Replenish	Replenish the Reserve Account-May 2017	010-000-12550	30,000.00
VENDOR 1420 : POTTSBORO POLICE DEPARTMENT :	Debord	Christopher Debord	010-000-27800	563.33
VENDOR 2252 : SHERMAN ISD :	Final - April 2017	Final payment - April 2017	010-000-27500	57.50
VENDOR 2644 : WHITEWRIGHT POLICE DEPARTMENT :	Nicks	Barabara Nicks	010-000-27800	537.00
VENDOR 6384 : BREWER, SHANNON :	April 2017	April 2017 payment	010-000-27500	50.30
VENDOR 9296 : EAGLE AUTO SALES :	April 2017	April 2017 payment	010-000-27500	82.00
VENDOR 9332 : BELK :	April 2017	April 2017 payment	010-000-27500	100.00
VENDOR 9760 : GLADEN, ROY JR :	April 2017	April 2017 payment	010-000-27500	32.18
VENDOR 9949 : POWELL, AUDRA :	April 2017	April 2017 payment	010-000-27500	10.00
VENDOR 9950 : STEWART, JOHNATHAN :	April 2017	April 2017 payment	010-000-27500	7.50
VENDOR 9951 : DELEON, STEVEN :	April 2017	April 2017 payment	010-000-27500	7.50
VENDOR 9952 : CASTRO, DIANNA :	April 2017	April 2017 payment	010-000-27500	7.50
VENDOR 9953 : CHAVEZ, LEAH :	April 2017	April 2017 payment	010-000-27500	10.00
VENDOR 9954 : LEDEZMA, LEONEL :	April 2017	April 2017 payment	010-000-27500	7.50
VENDOR 9955 : LAMONT, GRANT :	April 2017	April 2017 payment	010-000-27500	5.00

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 9956 : BLACK, CATHY :	April 2017	April 2017 payment	010-000-27500	7.50
VENDOR 9957 : TAYLOR, FRANKIE :	April 2017	April 2017 payment	010-000-27500	46.65
VENDOR 9965 : HERNANDEZ-SERN, JUAN : DEPARTMENT Total : 000 : Asset/Liability/Equity/Income :	231342-JP1-051517	Refund for Case #231342-JP1	010-000-27800	150.00 35,711.26
DEPARTMENT 400 : County Judge : VENDOR 8466 : MAGERS, WILLIAM L. : DEPARTMENT Total : 400 : County Judge :	051217	LUNCH FOR BLDG SECURITY MTG	010-400-53300	7.78 7.78
DEPARTMENT 403 : County Clerk : VENDOR 149 : REINERT'S PAPER & CHEMICAL :	361117	5 Cases of Letter size Paper	010-403-53100	164.20
VENDOR 1128 : RICOH USA. INC. :	98738689	May 2017	010-403-54600	355.99
VENDOR 2264 : TEXAS DEPARTMENT OF STATE HEALTH SE	2003102	Remote Birth Access for April 1,2017 through April 30, 2017	010-403-53300	215.94
VENDOR 4983 : XEROX CORPORATION : DEPARTMENT Total : 403 : County Clerk :	089133077	April 2017	010-403-54600	183.21 919.34
DEPARTMENT 405 : Information Technology : VENDOR 963 : BROCKETT, GLENNA :	051017	2017 TYLER TECHNOLOGIES USER CONFERENCE	010-405-54030	466.97
VENDOR 1023 : MILLER, KENNETH R. :	051017	2017 ODYSSEY CONNECT CONFERENCE IN SAN ANTONIO	010-405-54030	470.48
VENDOR 1180 : ROSS, JOLAN :	051117	2017 ODYSSEY USER CONFERENCE IN SAN ANTONIO	010-405-54030	459.80
VENDOR 1205 : HUBBARD COMMUNICATIONS GROUP , INC.	813	Telecom Bill Review 04/11/17-05/10/17	010-405-54520	250.00
VENDOR 2512 : MELTON, JOSHUA :	051017	2017 ODYSSEY CONNECT CONFERENCE IN SAN ANTONIO	010-405-54030	472.64
VENDOR 3872 : TYLER TECHNOLOGIES :	045-187831	Apr 18 2017 Kelly Bryan GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) IMPLEMENTATION	010-405-55200	1,275.00
	045-187831	Apr192017 Kelly Bryan GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) IMPLEMENTATION	010-405-55200	1,275.00
	045-187831	Apr 20 2017 Kelly Bryan GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) IMPLEMENTATION	010-405-55200	1,275.00
	045-187831	Apr 15 2017 Kelly Bryan GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Advance Airfare	010-405-55200	312.57
	045-187831	Apr 17 2017 Kelly Bryan GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Per Diem US Rates	010-405-55200	43.35
	045-187831	Apr 20 2017 Kelly Bryan GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Auto Rental	010-405-55200	196.55
	045-187831	Apr 20 2017 Kelly Bryan GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Auto Rental - Gas	010-405-55200	48.95

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
	045-187831	Apr 20 2017 Kelly Bryan GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Hotel Lodging	010-405-55200	99.57
	045-187831	Apr 20 2017 Kelly Bryan GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Hotel Lodging	010-405-55200	210.18
	045-187831	Apr 20 2017 Kelly Bryan GRAYSON COUNTY, TX- ORIGINAL CONTRACT (85747) Mileage	010-405-55200	8.56
	045-187831	Apr 20 2017 Kelly Bryan GRAYSON COUNTY, TX- ORIGINAL CONTRACT (85747) Parking	010-405-55200	92.40
	045-187831	Apr 20 2017 Kelly Bryan GRAYSON COUNTY, TX- ORIGINAL CONTRACT (85747) Per Diem US Rates	010-405-55200	153.00
	045-188506	Apr 25 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) IMPLEMENTATION	010-405-55200	1,275.00
	045-188506	Apr 26 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) IMPLEMENTATION	010-405-55200	1,275.00
	045-188506	Apr 27 2017 Bill Sedletzeck GRAYSON COUNTY, TX- ORIGINAL CONTRACT (85747) IMPLEMENTATION	010-405-55200	1,275.00
	045-188506	Apr 24 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Airfare	010-405-55200	478.67
	045-188506	Apr 24 2017 Bill Sedletzeck GRAYSON COUNTY, TX- ORIGINAL CONTRACT (85747) Per Diem US Rates	010-405-55200	30.60
	045-188506	Apr 24 2017 Bill Sedletzeck GRAYSON COUNTY, TX- ORIGINAL CONTRACT (85747) Hotel Lodging	010-405-55200	108.42
	045-188506	Apr 25 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Per Diem US Rates	010-405-55200	51.00
	045-188506	Apr 25 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Hotel Lodging	010-405-55200	108.42
	045-188506	Apr 26 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Per Diem US Rates	010-405-55200	51.00
	045-188506	Apr 26 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Hotel Lodging	010-405-55200	108.42
	045-188506	Apr 27 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Parking	010-405-55200	39.60
	045-188506	Apr 27 2017 Bill Sedletzeck GRÁYSON COUNTY, TX- ORIGINAL CONTRACT (85747) Per Diem US Rates Apr 27 2017 Bill Sedletzeck GRAYSON	010-405-55200	51.00
	045-188506	Apr 27 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) - Auto Rental- Gas	010-405-55200	13.84
	045-188506	Apr 27 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Mileage	010-405-55200	21.40
	045-188506	Apr 27 2017 Bill Sedletzeck GRAYSON COUNTY, TX - ORIGINAL CONTRACT (85747) Auto Rental	010-405-55200	170.61
VENDOR 6500 : NORRIS, TERA :	051017	2017 TYLER CONNECT CONFERENCE IN SAN ANTONIO	010-405-54030	380.92
DEPARTMENT Total: 405: Information Technology:				12,548.92
DEPARTMENT 407 : Non-Departmental : VENDOR 608 : PITNEY BOWES, INC. :	1004079990	EZ seal	010-407-53100	43.99
VENDOR 1293 : ATMOS ENERGY :	3031520736 0517	4331 AIRPORT DR BLDG 502	010-407-54490	53.00

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 4124 : PATTILLO, BROWN & HILL, L.L.P. :	374852	Final billing for services in connection w/audit of County financial statements	010-407-54000	3,000.00
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC : DEPARTMENT Total : 407 : Non-Departmental :	5216003951-4006 031	7 5216003963 MAR 2017 4331 AIRPORT DR	010-407-54490	44.46 3,141.45
DEPARTMENT 430 : Purchasing Agent : VENDOR 914 : UNITED PARCEL SERVICES :	0000R663A6187	Health Dept WIC Warehouse, Purchasing - C.Hyepock, Fire Dept State Fire Marshal's Office	010-430-53200	14.86
VENDOR 3860 : TEXAS COMPTROLLER OF PUBLIC ACCOUN	5182017	Texas C0-OP Annual Membership Fee, Account number:	010-430-53300	100.00
DEPARTMENT Total: 430: Purchasing Agent:		C0911		114.86
DEPARTMENT 440 : Tax Collection : VENDOR 929 : OFFICE DEPOT, INC. :	926151808001	case of adding machine tape	010-440-53100	49.99
VENDOR 1224 : STAPLES ADVANTAGE :	3338535796-2	mini organizer	010-440-53100	18.61
VENDOR 5411 : APPRAISAL & COLLECTION TECHNOLOGIES DEPARTMENT Total : 440 : Tax Collection :	5122017	TRUTH-IN-TAXATION (TNT2017) SOFTWARE	010-440-53300	998.00 1,066.60
DEPARTMENT 445 : Vehicle Registration : VENDOR 608 : PITNEY BOWES, INC. :	1004030232	Part needed to change pitney bowes from analog to network settings for JP 3 & Vehicle	010-445-53300	66.00
VENDOR 9966 : TANNER, BRAYDEN DAKOTA : DEPARTMENT Total : 445 : Vehicle Registration :	05182017	Refund for Vehicle Registration	010-445-53300	50.00 116.00
DEPARTMENT 450 : Facilities Management : VENDOR 50 : JOHNSON-BURKS SUPPLY CO. , INC. :	1350887 1350881	parts for drinking fountain at courthouse cold water assembly for drinking fountain courthouse	010-450-53590 010-450-53590	21.81 178.69
VENDOR 60 : BINSWANGER GLASS #79 :	1079037230	glass for front door courthouse	010-450-53590	162.89
VENDOR 61 : ARAMARK UNIFORM SERVICES, INC. :	1230673891 1230680181 1230686436 1230692680	uniform rental uniform rental uniform rental uniform rental	010-450-53300 010-450-53300 010-450-53300 010-450-53300	29.60 29.60 29.60 29.60
VENDOR 109 : SIX & MANGO EQUIPMENT :	4w101333	mower repair	010-450-53590	307.91
VENDOR 447 : ROBERTS DECORATOR SUPPLY, INC. :	48133 48116 48156 48152	mud knife for shop liquid nails for courthouse benches reducer for SO carpet stain for courthouse benches	010-450-53590 010-450-53590 010-450-53590 010-450-53590	7.15 3.14 6.00 28.12
VENDOR 987 : WHOLESALE ELECTRIC SUPPLY :	s5170765.001	breaker for Denison courthouse	010-450-53590	9.33

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 3210 : PDQ CUSTOM KITCHENS :	3018	bumper stop for benches at courthouse	010-450-53590	320.00
	3017	backing for cabinet in JP1	010-450-53590	474.49
VENDOR 3897 : SOLAR SUPPLY, INC. :	8165187	capicator for Denison courthouse	010-450-53590	29.58
VENDOR 3909 : CLINTON UPHOLSTERY :	030971	Upholstery for 15th Jury Chairs	010-450-55100	2,015.00
	030976	new fabric on 13 jury chairs for 59th	010-450-55100	2,015.00
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003954-4003 021	7 5216003954 FEB 2017 00200 S CROCKETT ST	010-450-54540	2,937.73
		7 5216003959 FEB 2017 109 W HOUSTON ST	010-450-54540	228.91
	5216003954-4003 021	7 5216003992 FEB 2017 100 W HOUSTON ST UNIT MTR	010-450-54540	3,887.14
	5216003954-4003 021	7 5216003995 FEB 2017 200 S CROCKETT ST SGNL	010-450-54540	3,426.64
	5216003954-4003 021	7 5216004001 FEB 2017 201 W LAKE ST	010-450-54540	235.31
	5216003954-4003 021	7 5216004002 FEB 2017 00115 W HOUSTON ST OFC	010-450-54540	69.68
		7 5216003954 MAR 2017 00200 S CROCKETT ST	010-450-54540	3,061.36
		7 5216003959 MAR 2017 109 W HOUSTON ST	010-450-54540	199.84
		7 5216003967 MAR 2017 00000 @ SUB COURTHOUSE	010-450-54540	454.33
		7 5216003992 MAR 2017 100 W HOUSTON ST UNIT MTR	010-450-54540	3,980.36
		7 5216003995 MAR 2017 200 S CROCKETT ST SGNL	010-450-54540	3,515.92
		7 5216004001 MAR 2017 201 W LAKE ST	010-450-54540	282.94
		7 5216004002 MAR 2017 00115 W HOUSTON ST OFC	010-450-54540	90.45
	5211002173 0517	5211002157 MAY 2017 114 W KING ST	010-450-54540	25.18
	5211002173 0517	5211002157 MAY 2017 114 W KING ST 5211002158 MAY 2017 00114 W KING ST BLDG ADIM	010-450-54540	136.05
	5211002173 0517	5211002159 MAY 2017 114 W KING ST BEDG ADIM	010-450-54540	9.29
	5211002173 0517	5211002159 MAY 2017 114 W KING ST SHOP 5211002160 MAY 2017 00120 W KING ST	010-450-54540	14.46
	5211002173 0517	5212002685 MAY 2017 119 W HOUSTON ST BLDG	010-450-54540	613.31
DEPARTMENT Total: 450: Facilities Management:	5211002173 0517	5213001083 MAY 2017 00000 @ NEW SHOW BARN	010-450-54540	28,866.41
DEPARTMENT 460 : Elections Administrator :				
VENDOR 508 : HERALD DEMOCRAT :	0000191723	Testing Notice May 6, 2017 Election	010-460-53300	91.83
VENDOR 8276 : NOVACOPY, INC. :	781521	May 2017	010-460-54600	54.00
DEPARTMENT Total: 460: Elections Administrator:				145.83
DEPARTMENT 501 : County Court #1 : VENDOR 687 : STAGNER, CYNTHIA L., PC :	2013-1-0280	Cynthia Ann Reyes	010-501-54250	275.00
VENDOR 759 : HANEY, TIMOTHY R., ATTORNEY :	2016-1-1040	Matthew Carl Crow	010-501-54250	275.00
VENDOR 709 . HANET, HIWOTH IX., ATTORNET.	2016-1-1287	Bobby Ray Brown	010-501-54250	300.00
	2017-1-0454	Nico Victoriano Tepezano	010-501-54250	175.00
VENDOR 815 : RUBARTS, BARRY, ATTORNEY :	2008-1-840	Oscar Omero Martinez	010-501-54250	300.00
VENDOR 1007 : BAILEY, DON, ATTORNEY :	2016-1-0827	William Odell White	010-501-54250	300.00

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 1272 : FRITTS, JOEY D., ATTORNEY :	2016-1-1171	Brandon Elliott Patterson	010-501-54250	275.00
VENDOR 1282 : DUNN, RICK, ATTORNEY :	2016-1-0303	Ivan McKnight Clark	010-501-54250	175.00
	2015-1-1165	Christopher Jacob Gamboa	010-501-54250	175.00
VENDOR 2687 : WILSON, JEFF C., ATTORNEY :	2012-1-0342	Dakota Ray Patton	010-501-54250	175.00
	2015-1-1000	Shirley Ettarene Gouge	010-501-54250	175.00
VENDOR 4002 : SMITH, REGINALD, JR., PLLC :	2017-1-0335	Jonathan David Boren	010-501-54250	175.00
	2293WR	Tammy Lynn Larkin	010-501-54250	175.00
VENDOR 6359 : POET, JEREMY J., ATTORNEY :	2016-1-1191	Daniel Allen Williams	010-501-54250	400.00
VENDOR 7423 : SWITZER/ONEY :	2014-1-0475	Jimmy Don Fincher, Jr.	010-501-54250	175.00
	2016-1-0357	Joe Richard Cuellar	010-501-54250	400.00
	2017-1-0399	Alysha Danielle McDonald	010-501-54250	175.00
	2017-1-0060	Bryan Villasenor	010-501-54250	300.00
VENDOR 8547 : MARSH, SAMANTHA, ATTY :	2015-1-1321-111116	Randall Dean Cooper	010-501-54250	275.00
DEPARTMENT Total : 501 : County Court #1 :				4,675.00
DEPARTMENT 502 : County Court #2 : VENDOR 122 : MUNSON, MUNSON, CARDWELL & TILLETT :	2017-105M	A.B.	010-502-54260	250.00
VENDOR 960 : MCGRAW, PAMELA A., P.C. :	2017-2-0144	Maureen Clare Hurley	010-502-54250	400.00
VENDOR 6063 : WYNNE & SMITH :	2016-2-0281	Georgianna Dawn Blevins	010-502-54250	175.00
	2016-2-1267	Bradley Dewayne Wilkins	010-502-54250	175.00
	2017-2-0322	Alec Scott Weaver	010-502-54250	175.00
VENDOR 7710 : BRESE-LEBRON, LACINDA :	2017-105M	A.B.	010-502-54260	150.00
VENDOR 8012 : DAVID K. WILSON & ASSOCIATES : DEPARTMENT Total : 502 : County Court #2 :	2016-2-1320	Gavino Garcia	010-502-54250	275.00 1,600.00
DEPARTMENT 505 : 15Th District Court : VENDOR 200 : WEST GROUP :	836137523	TX Vernons Rules Anno 2017	010-505-53300	424.00
VENDOR 4717 : WILLIAMS, ENID ANNE, ATTORNEY :	FA-16-0817 - 051217	ITIO M.M.M.T.	010-505-54280	425.00
VENDOR 6359 : POET, JEREMY J., ATTORNEY :	066816	Checona Fawn Burkhalter	010-505-54250	200.00
VENDOR 0000 . FOLT, SEINENT S., AFFORMET .	067893	Hawke Donahue	010-505-54250	427.50
VENDOR 7423 : SWITZER/ONEY :	067935	Russ Lamonte Childs	010-505-54250	1,325.00

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 8012 : DAVID K. WILSON & ASSOCIATES :	067731	Andres Benavides	010-505-54250	100.00
	067419	Anthony Eugene Barbaria	010-505-54250	820.00
	066712	Karinda Fowler	010-505-54250	250.00
	066701	Collin Dean Crain	010-505-54250	250.00
DEPARTMENT Total: 505: 15Th District Court:				4,221.50
DEPARTMENT 506 : 59Th District Court :	Drug Court 050817	Recovery Court Appearance 05/08/17	010-506-54253	150.00
VENDOR 122 : MUNSON, MUNSON, CARDWELL & TILLETT :	067417	Clandia Jill Newberry	010-506-54250	480.00
VENDOR 844 : BARDWELL, CINDY, CSR, RPR :	060407	James Kirvin	010-506-54245	70.00
VENDOR 044 . BARDWELL, GINDT, COR, RET.	065922 - 051217	Ricky Hughes	010-506-54245	50.00
		yg	2.0 202 2.2.0	
VENDOR 1282 : DUNN, RICK, ATTORNEY :	17-01-10237J	in re J.P.	010-506-54252	422.50
VENDOR 3822 : BROWN, JODI, ATTORNEY :	FA-15-0330 - 051217	ITIO R.C.D., B.X.D., P.E.W.	010-506-54280	143.75
VENDOR 4717 : WILLIAMS, ENID ANNE, ATTORNEY :	FA-16-1420 - 051217	ITIO A.B., L.B., A.R.	010-506-54280	162.50
VENDOR 6359 : POET, JEREMY J., ATTORNEY :	067501	Delores Ann Lowrey	010-506-54250	952.50
	068052	Melissa Kay Lallier	010-506-54250	275.00
	068064	Tyesha Jasmine Rayford	010-506-54250	297.50
VENDOR 7423 : SWITZER/ONEY :	065106	Vanneeka Smith Lewis	010-506-54250	200.00
VENDOR 8012 : DAVID K. WILSON & ASSOCIATES :	067641	Dakota Hammons	010-506-54250	271.25
VENDOR 8979 : LAW OFFICE OF MICHAEL F. MCLELLAN :	067690	Wash McKee	010-506-54250	727.00
VENDOR 9292 : GARDNER-LLOYD, SHARON : DEPARTMENT Total : 506 : 59Th District Court :	FA-16-0629	ITIO M.K.	010-506-54280	100.00 4,302.00
DEPARTMENT 508 : 397Th District Court : VENDOR 149 : REINERT'S PAPER & CHEMICAL :	361069	3 cases of paper	010-508-53100	98.52
VENDOR 584 : ROESLER, KENNETH W., PC :	FA-16-1400	ITIO J.C.	010-508-54280	302.50
VENDOR 759 : HANEY, TIMOTHY R., ATTORNEY :	067767	Rodney Montrel Sheppard	010-508-54250	565.00
,	066063	Jessica Dawn Wilson	010-508-54250	200.00
	064705	Brandon Trent Thornhill	010-508-54250	200.00
VENDOR 1556 : SHEA & SHEA :	FA-15-1993 - 051217	ITIO H.C.	010-508-54280	252.50
	FA-16-1093 - 051217	ITIO M.R.	010-508-54280	97.50
	FA-15-0613 - 051217	ITIO S.B., A.B.	010-508-54280	170.00
	FA-16-1590 - 051217	ITIO M.J., S.F.	010-508-54280	230.00
VENDOR 1684 : GARY, BRIAN K. :	051217	80% OF LAND LINE USED FOR BLOOD WARRANTS	010-508-54520	48.45

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 5584 : PERKINS, J. DANIEL :	FA-16-1074 - 051217		010-508-54280	20.00
	FA-16-1352 - 051217	ITIO M.L.G., W.J., P.J.N., M.C.	010-508-54280	130.00
VENDOR 6063 : WYNNE & SMITH :	065685 - 051217	Alec Scott Weaver	010-508-54250	200.00
VENDOR 6359 : POET, JEREMY J., ATTORNEY :	066500	Robert Perez, Jr.	010-508-54250	750.00
	063380	Pedro Antonio Sanchez	010-508-54250	250.00
	067650	Jennifer Sykes	010-508-54250	630.00
	067820	Nevin Ryan Shew	010-508-54250	375.00
DEPARTMENT Total: 508: 397Th District Court:				4,519.47
DEPARTMENT 511 : Justice Of The Peace #1 :				
VENDOR 236 : WALDO FUNERAL HOME, INC. :	Craft	Kolton Craft	010-511-54000	343.00
DEPARTMENT Total: 511: Justice Of The Peace #1:				343.00
DEPARTMENT 513 : Justice Of The Peace #3 : VENDOR 30 : DALLAS CO SOUTHWESTERN INSTITUTE OF F	(33130110711	Shelle Gressett	010-513-54000	2,050.00
VENDOR 30: DALLAS CO SOUTHWESTERN INSTITUTE OF F	33130110711	Gunshot Residue Kit - S.G.	010-513-54000	441.00
	00100111111	Carional Notice C.C.	010 010 01000	111.00
VENDOR 608 : PITNEY BOWES, INC. :	1004030232	Part needed to change pitney bowes from analog to network settings for JP 3 & Vehicle	010-513-53300	33.00
DEPARTMENT Total: 513: Justice Of The Peace #3:		Settings for 3 & Verificie		2,524.00
DEPARTMENT 514 : Justice Of The Peace #4 :				
VENDOR 30 : DALLAS CO SOUTHWESTERN INSTITUTE OF F	(33130110710	Jane Doe	010-514-54000	2,050.00
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003954-4003 0217	7 5216003993 FEB 2017 117 S MAIN NEW CTHSE	010-514-54540	332.31
VENDONOTH: ONVICES ENERGY TEXTS EES.	5216003951-4006 0317	7 5216003993 MAR 2017 117 S MAIN NEW CTHSE	010-514-54540	287.07
VENDOR 8276 : NOVACOPY, INC. :	781522	May 2017	010-514-54600	54.00
DEPARTMENT Total : 514 : Justice Of The Peace #4 :				2,723.38
DEDARTMENT 504 - Constable #4 -				
DEPARTMENT 524 : Constable #4 : VENDOR 29 : MOTOR MASTERS :	5502-2017	Standard Oil & Filter Change	010-524-53560	23.73
		· ·		
VENDOR 4617 : DOUGLAS, BOB :	051717	WIPER BLADES FOR COUNTY PICKUP	010-524-53300	15.98
DEPARTMENT Total: 524: Constable #4:				39.71
DEPARTMENT 530 : District Clerk :				
VENDOR 929 : OFFICE DEPOT, INC. :	925861881001	fastener bases	010-530-53100	3.50
VENDOR 1224 : STAPLES ADVANTAGE :	3338535796	bic and papermate pens, orange marker,recharge aaa,	010-530-53100	38.16
	3339424305	Duracell ION Recharge battery AA 4 pk	010-530-53100	12.67
DEPARTMENT Total: 530: District Clerk:				54.33
DEPARTMENT 535 : Court Collections :				
VENDOR 4998 : VRLA, CYNTHIA :	051117	GCAT CONFERENCE IN SAN ANTONIO	010-535-54030	180.30

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 8808 : SHEPHARD, SANDRA : DEPARTMENT Total : 535 : Court Collections :	051117	GCAT CONFERENCE IN SAN ANTONIO	010-535-54030	180.30 360.60
DEPARTMENT 540 : District Attorney :				
VENDOR 29 : MOTOR MASTERS :	5540	Impala maintenance & repair	010-540-53560	19.05
	5540	Impala maintenance & repair	010-540-53585	122.40
VENDOR 183 : THOMAS, PAULA J. :	6433	Cause No 067386	010-540-54270	175.00
VENDOR 929 : OFFICE DEPOT, INC. :	925861881001-3	key rack	010-540-53100	8.29
VENDOR 1224 : STAPLES ADVANTAGE :	3339424307	storage Boxes 40	010-540-53100	37.64
VENDOR 4983 : XEROX CORPORATION :	089145484	April 2017	010-540-54600	244.50
VENDOR 5262 : LEXISNEXIS RISK DATA MANAGEMENT INC.	126MZ0-20170430	monthly access fee	010-540-53300	450.00
VENDOR 9320 : FRONTIER :	210-156-4520 0517	HIGH SPEED INTERNET - D.A.'S OFFICE	010-540-54520	62.88
VENDOR 9334 : STATE BAR OF TEXAS :	2017	2017-18 State Bar Dues - JBrown, DCarter, MJohnson,	010-540-53300	3,873.00
		LWheeler, BBrooks, BHunt, KAshmore, KHackett, MRolston, JWood, CVaughan, NYoung, BSmith		
DEPARTMENT Total: 540: District Attorney:				4,992.76
DEPARTMENT 550 : Sheriff : VENDOR 23 : EXXONMOBIL :	5675 0517	EXXONMOBIL CARD FUEL PURCHASES	010-550-53560	213.71
VENDOR 29 : MOTOR MASTERS :	5539	Repair Flats Unit's, 110,107,101,103	010-550-53585	64.00
VENDOR 20 : MOTOR MINOTERO :	5520	Oil Change Unit 103	010-550-53560	28.23
	5521	Battery. Unit 104	010-550-53585	156.95
	5525	Unit 105 Oil Change and Tire Rotation	010-550-53560	28.23
	5525	Unit 105 Oil Change and Tire Rotation	010-550-53585	15.00
	5528	Oil Change and Alternator Unit 107	010-550-53560	28.23
	5528	Oil Change and Alternator Unit 107	010-550-53585	392.96
	5522 5522	Unit 109 Oil Change; Rotate Wheels, R&R Brake Pads Unit 109 Oil Change; Rotate Wheels, R&R Brake Pads	010-550-53560 010-550-53585	21.39 354.68
	5534	Unit 109 Oil Change, Notate Wheels, Not Blake Fads Unit 109Oil Change, Mount and Balance Tires,R&R Brakes, Differential Additive	010-550-53560	402.54
	5534	Unit 1090il Change, Mount and Balance Tires,R&R Brakes, Differential Additive	010-550-53585	1,428.40
	5523	Unit 113 Oil Change. Fuel Pump, EVAP System	010-550-53560	21.39
	5523	Unit 113 Oil Change. Fuel Pump, EVAP System	010-550-53585	582.10
	5537	Unit 113 Collision Repair	010-550-53585	425.30
	5526	Unit 118 Oil Change, R&R Coolant, Mount and Balance Tires, Replace Anti freeze	010-550-53560	57.37
	5526	Unit 118 Oil Change, R&R Coolant, Mount and Balance Tires, Replace Anti freeze	010-550-53585	363.33

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
	5524	Unit 122 Oil Change	010-550-53560	19.05
	5538	Unit 124 Collision Repairs	010-550-53585	5,676.60
	5527	Unit 125 Oil Change	010-550-53560	19.05
	5533	Unit 203 Oil Change	010-550-53560	19.05
	5529	Unit 300 Oil Change, R&R Brakes, Rotate Wheels	010-550-53560	19.05
	5529	Unit 300 Oil Change, R&R Brakes, Rotate Wheels	010-550-53585	431.22
	5536 5530	Collision Supplement for Unit 301	010-550-53585 010-550-53560	503.85 21.39
	5530	Unit 303 Oil change, R&R Wipers, Air Filter Unit 303 Oil change, R&R Wipers, Air Filter	010-550-53585	30.25
	5535	Oil change Mount and Balance New Tires	010-550-53560	19.05
	5535	Oil change Mount and Balance New Tires	010-550-53585	110.00
	5532	Unit 306 Oil Change, Brake Pads	010-550-53560	132.38
	5532	Unit 306 Oil Change, Brake Pads	010-550-53585	253.67
VENDOR 149 : REINERT'S PAPER & CHEMICAL :	361096	High Speed Copy Paper	010-550-53100	164.20
VENDOR 205 : GALL'S, LLC :	BC0408671	Misc. Badges BC141 NI	010-550-53400	700.00
	BC0408671	Misc. Badges, BC141 HG	010-550-53400	828.00
	BC0408671	Shipping	010-550-53400	15.00
VENDOR 233 : AWARDS UNLIMITED :	96079	Name Plates Barker, Brownfield, Knoll	010-550-53400	32.85
VENDOR 252 : GT DISTRIBUTORS , INC. :	0615671	Shipping	010-550-53400	50.00
VENDOR 354 : SHIPMAN COMMUNICATIONS , INC. :	6902	Repair of outboard strobes Unit 109	010-550-53585	265.00
	62016	Horn Relay, Rocker Switches and Terminal Charge; Unit 109	010-550-53585	109.65
VENDOR 507 : HIN-CO PRINTING & PUBLISHERS :	8602	Printing 2,000 door hangers for GCSO	010-550-54200	288.70
VENDOR 929 : OFFICE DEPOT, INC. :	2066389024	Engineer Print B&W 24x36 for Sheriff's Office.	010-550-54200	4.34
	926437042001	Pens, Rubber Bands, Pads, DVDs Ink	010-550-53100	396.40
	926437492001	Employee Folders	010-550-53100	46.58
VENDOR 2979 : COLLIN COLLEGE :	S0062414	Asset Forfeiture Training Carrasco	010-550-54030	35.00
VENDOR 4061 : BUFFALO BUSINESS PRODUCTS :	0327631	gold/green parchment paper	010-550-53100	43.16
VENDOR 4625 : WOODS AUTO CENTER :	2010828	4 225/65R17 Tires	010-550-53585	339.08
VENDOR 4983 : XEROX CORPORATION :	089133079	April 2017	010-550-54600	244.50
VENDOR 5030 : GERMAINE DESIGNS, INC. :	201719-329	Range Shirts	010-550-53400	74.80
VENDOR 5238 : COMMUNICATION SERVICES OF NORTH TEX	6963	5 Volt Power Supply Switch and Splitter	010-550-53585	24.56

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 5861 : SHERMAN MEDICAL, PA :	050217	Medical Screening	010-550-53300	110.00
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003954-4003 0217	7 5216004003 FEB 2017 805 E FM 1417	010-550-54540	57.06
	5216003951-4006 0317	7 5216003979 MAR 2017 @FIRING RANGE	010-550-54540	19.65
	5216003951-4006 0317	7 5216004003 MAR 2017 805 E FM 1417	010-550-54540	59.40
	5211002173 0517	5211002177 MAY 2017 805 E FM 1417 GRDL 175W	010-550-54540	11.82
DEPARTMENT Total : 550 : Sheriff :				15,758.17
DEPARTMENT 560 : Fire Protection : VENDOR 145 : CABLE ONE :	118708833 0517	Cable Bill	010-560-54540	10.00
VENDOR 914 : UNITED PARCEL SERVICES :	0000R663A6187	Health Dept WIC Warehouse, Purchasing - C.Hyepock, Fire Dept State Fire Marshal's Office	010-560-53200	6.33
VENDOR 1293 : ATMOS ENERGY :	3034535117 0517	4717 AIRPORT DR	010-560-54540	53.00
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003951-4006 0317	7 5216003953 MAR 2017 4717 AIRPORT DR	010-560-54540	224.62
VENDOR 9834 : BUNDSCHUH, JOHN :	051617	NTRA CABLE ONE PAYMENT - ACCT# 118708833	010-560-54540	53.10
VENDOR 3004 - BONDOCHOH, 30HM -	051617A	NTRA CABLE ONE PAYMENT - ACCT# 118708833	010-560-54540	52.48
VENDOR 9964 : BREATHING AIR SYSTEMS : DEPARTMENT Total : 560 : Fire Protection :	0065509	Adapter for Filling SCBA Bottles	010-560-54560	40.00 439.53
DEPARTMENT 565 : Public Safety Communications :				
VENDOR 539 : DRAKE PHD, ROY V. :	050817	LE Evaluation TCOLE	010-565-54000	125.00
VENDOR 929 : OFFICE DEPOT, INC. :	926151808001-4	pens, highlighters yel, scissors, rubber bands	010-565-53100	47.46
	92615199001	brass locks 6 - 2 pks	010-565-53300	47.94
VENDOR 5861 : SHERMAN MEDICAL, PA :	050217	Medical Screening	010-565-53300	260.00
DEPARTMENT Total : 565 : Public Safety Communications :				480.40
DEPARTMENT 575 : County Jail : VENDOR 23 : EXXONMOBIL :	5675 0517	EXXONMOBIL CARD FUEL PURCHASES	010-575-53560	371.28
VENDOR 29 : MOTOR MASTERS :	5519	Oil Change and Mount and Balance Tires Unit 501	010-575-53560	44.15
VENDOR 29. WOTOR WASTERS.	5519	Oil Change and Mount and Balance Tires Unit 501	010-575-53585	180.00
	5531	Oil Change Unit 505	010-575-53560	59.15
VENDOR 50 : JOHNSON-BURKS SUPPLY CO. , INC. :	1350745	Redi-Clamps Jail Repair	010-575-54550	118.45
VENDOR 63 : DEALERS ELECTRICAL SUPPLY :	1352804-01	Snap Mount Jail	010-575-54550	50.00
VENDOR 03 . DEALERS ELECTRICAL SUPPLY .	1352804-02	Transportation and Handling of material	010-575-54550	12.69
VENDOR 78 : DEL MAX RESTAURANT SUPPLY, INC :	12963	DISPOSER MODEL NUMBER 1000-3, WASTE KIN 1 HP	010-575-53590	1,156.67
	12933	3PH PER QUOTE DATE: 04/06/2017 PLASTIC FOOD PAN PLPA8164	010-575-53690	47.52

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
	12933	PLASTIC FOOD PAN PLPA8166BK	010-575-53690	59.76
	12933	STEAM TABLE PAN COVER STPA7000C	010-575-53690	92.60
	12933	PLPA7160C FOOD PAN COVER	010-575-53690	26.40
	12933	PLPA7160CBK FOOD PAN LID	010-575-53690	26.40
	12933	DRAWER, ADVANCED TABCO MODEL GZ-2020-X	010-575-53690	202.57
	12933	WORK TABLE, STANLESS STEEL TOP VTT-6030	010-575-53690	187.75
	12843	MOBILE HEATED CABINET - WARMER, METRO M ODEL NO. C539-HFC-L-BU, QUOTE DATE: 03/31/2017	010-575-53690	2,825.50
VENDOR 103 : FARMER BROS. CO. :	65178951	Coffee Jail 041217	010-575-53680	442.57
	65179053	Coffee Jail	010-575-53680	299.30
VENDOR 252 : GT DISTRIBUTORS , INC. :	0615671	SAF-99-2 Inner Belt (M)	010-575-53400	143.30
	0615671	SAF-99-3-2 Inner Belt (L)	010-575-53400	171.96
	0615671	SAF-99-4-2 Inner Belt SAF99-48-2 (XL)	010-575-53400	28.66
	0615671	SAF-99-5-2 Inner Belt (XXL)	010-575-53400	57.32
	0615671	SAF-94-36-2 Leather Belt	010-575-53400	403.62
	0615671	SAF-94-38-2 Leather Belt	010-575-53400	115.32
	0615671	SAF-94-40-2 Leather Belt	010-575-53400	57.66
	0615671	SAF-94-42-2 Leather Belt	010-575-53400	172.98
	0615671	SAF-94-48-2 Leather Belt	010-575-53400	57.66
	0615671	SAF-94-50-2 Leather Belt	010-575-53400	115.32
	0615671	SAF-77-83-2HS Ammo Pouch	010-575-53400	422.38
	0615671	SAF-90-2HS Handcuff Case	010-575-53400	653.24
	0615671	Holster SAF-6360-832-131	010-575-53400	1,663.20
	0615671	Holster SAF-6360-832-132 (PRICING FROM QTE0058256 & QTE0058258)	010-575-53400	118.80
VENDOR 1096 : SECURITAS SECURITY SERVICES USA , INC	. W5635880	Securitas Labor Jail	010-575-54000	5,891.82
VENDOR 1106 : SHELL FLEET PLUS :	65144511705	SHELL FLEET CARD FUEL PURCHASES	010-575-53560	137.21
VENDOR 1140 : BAKER DISTRIBUTING COMPANY :	T229116	In Line Filter	010-575-53690	22.56
VENDOR 1293 : ATMOS ENERGY :	3041154453 0517	5503 AIRPORT DR	010-575-54540	53.00
VENDOR 5861 : SHERMAN MEDICAL, PA :	050217	Medical Screening	010-575-53300	130.00
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003954-4003 021	7 5216003976 FEB 2017 200 S CROCKETT ST STE 100	010-575-54540	1,228.77
	5216003954-4003 021	7 5216003995 FEB 2017 200 S CROCKETT ST SGNL	010-575-54540	2,284.43
	5216003951-4006 031	7 5216003951 MAR 2017 5503 AIRPORT DR	010-575-54540	558.67
		7 5216003976 MAR 2017 200 S CROCKETT ST STE 100	010-575-54540	1,281.21
	5216003951-4006 031	7 5216003995 MAR 2017 200 S CROCKETT ST SGNL	010-575-54540	2,343.95
DEPARTMENT Total : 575 : County Jail :				24,315.80

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
DEPARTMENT 580 : County Jail Medical : VENDOR 591 : HENRY SCHEIN INC. :	41335751	BACTRACIN OINT, BANDAGE STRETCH, CLOTH TAPE 1", GAUZED ROLLED 6" STERILE, GAUZE ROLLED 6" NON STERILE, GAUZED ROLLED 4" STERILE, CURITY PLAIN PACKIN STRIP, PACKING STRIP IODOFRM	010-580-54420	117.13
VENDOR 929 : OFFICE DEPOT, INC. : DEPARTMENT Total : 580 : County Jail Medical :	926151808001-3	color folders	010-580-53100	7.79 124.92
DEPARTMENT 606 : Indigent Health Administration : VENDOR 991 : TEXAS CONFERENCE OF URBAN COUNTIES :	9028	Education & Policy Conference Oct. 18-20, 2017 - Soltero, Caldwell, Reyes, Pinckey, Krob	010-606-54030	750.00
DEPARTMENT Total: 606: Indigent Health Administration:	8785	2017 Membership Dues	010-606-54030	200.00 950.00
DEPARTMENT 607 : Health Dept Administration : VENDOR 1192 : ORTEZ, AMANDA :	051117	TDSHS MOLECULAR BIOLOGY AND MICROBIOLOGY COURSE IN FORT WORTH	010-607-54030	149.58
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003951-4006 0317	7 5216003955 FEB 2017 00515 N WALNUT ST 7 5216003955 MAR 2017 00515 N WALNUT ST 5211002171 MAY 2017 515 N WALNUT ST GRDL 100W	010-607-54540 010-607-54540 010-607-54540	10.77 13.42 0.30
DEPARTMENT Total: 607: Health Dept Administration:	3211002173 0317	3211002171 MAT 2017 313 N WALNOT 31 GIADE 100W	010-007-34340	174.07
DEPARTMENT 615 : Emergency Management : VENDOR 145 : CABLE ONE :	102530656 0517	100 W HOUSTON ST FL 3	010-615-53310	196.73
VENDOR 216 : BUCK DAVIS AUTO REPAIR :	9NMBSJ5Z4ECX0	Inspection for OEM CERT Trailer	010-615-53300	7.00
VENDOR 3535 : SOMERS, SARAH :	051717	RENEWAL OF WEB-BASED WEATHER PROGRAM SUBSCRIPTION	010-615-53300	338.11
VENDOR 8734 : GRAYSON COUNTY TAX ASSESSOR-COLLEC	236920 0617	1998 WW CARGO UTILITY TRAILER, VIN 236920	010-615-53300	7.50
DEPARTMENT Total: 615: Emergency Management:		REGISTRATION RENEWAL		549.34
DEPARTMENT 620 : Animal Control : VENDOR 77 : SHERMAN, CITY OF :	201705036848	CATS 4/1-4/30 13 DOGS 4/1-4/30 35	010-620-54880	2,400.00
VENDOR 625 : LANGE VETERINARY HOSPITAL :	78874	LX RABIES DPH AUSTIN	010-620-54880	105.00
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003951-4006 0317 5211002173 0517	7 5216003986 MAR 2017 00205 N HOUSTON AVE 5211002163 MAY 2017 205 N HOUSTON AVE GRDL 100W	010-620-54540 010-620-54540	9.78 -
DEPARTMENT Total: 620: Animal Control:				2,514.78
DEPARTMENT 625: Human Services: VENDOR 5847: CRAVENS FUNERAL HOME: DEPARTMENT Total: 625: Human Services:	Tabb	L.D. Tabb Jr.	010-625-54650	800.00 800.00

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
DEPARTMENT 630 : Veterans Services : VENDOR 8276 : NOVACOPY, INC. : DEPARTMENT Total : 630 : Veterans Services :	781523	May 2017	010-630-54600	54.00 54.00
DEPARTMENT 660 : Parks :				
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :		7 5216003952 MAR 2017 111 RC VAUGHAN RD OFC	010-660-54540	400.32
		7 5216003956 MAR 2017 111 RC VAUGHAN RD	010-660-54540	15.82
		7 5216003957 MAR 2017 00000@VILLAGE INC	010-660-54540	33.80
	5216003951-4006 0317	7 5216003960 MAR 2017 LOY PARK GRDL 175W	010-660-54540	15.61
	5216003951-4006 0317	7 5216003961 MAR 2017 00000 @ LOY PARK	010-660-54540	28.77
	5216003951-4006 0317	7 5216003974 MAR 2017 431 RC VAUGHAN RD	010-660-54540	78.26
	5216003951-4006 0317	7 5216003975 MAR 2017 770 RC VAUGHAN RD ODLT	010-660-54540	18.00
	5216003951-4006 0317	7 5216003998 MAR 2017 00000 @WOMENS BLDG	010-660-54540	486.34
	5216003951-4006 0317	7 5216004000 MAR 2017 770 RC VAUGHAN RD	010-660-54540	14.29
	5216003951-4006 0317	7 5216004004 MAR 2017 400 RC VAUGHAN RD BARN BEEF	010-660-54540	662.00
	5216003951-4006 0317	7 5216004006 MAR 2017 00000 @CARTAKER HOUSE	010-660-54540	22.29
	5211002173 0517	5211002154 MAY 2017 00000 @ BEEF BARN GRDL 175W	010-660-54540	-
	5211002173 0517	5211002155 MAY 2017 00000 @ LOY LAKE GRDL 100W	010-660-54540	_
	5211002173 0517	5211002156 MAY 2017 111 R C VAUGHAN RD BARN	010-660-54540	-
	5211002173 0517	5211002168 MAY 2017 444 VAUGHN RD	010-660-54540	_
	5211002173 0517	5211002181 MAY 2017 00000 LOY LAKE PARK DR GRDL 2	010-660-54540	-
	5211002173 0517	5211002182 MAY 2017 00000 LOY LAKE PARK DR GRDL 3	010-660-54540	-
	5211002173 0517	5211002183 MAY 2017 00000 LOY LAKE PARK ENTRANCE	010-660-54540	-
	5211002173 0517	5211002184 MAY 2017 00000 LOY LAKE PARK ENTRANCE GRDL 400W	010-660-54540	-
DEPARTMENT Total : 660 : Parks :				1,775.50
DEPARTMENT 715 : Developmental Services : VENDOR 929 : OFFICE DEPOT, INC. : DEPARTMENT Total : 715 : Developmental Services :	924909385001	coat rack wood	010-715-53300	29.99 29.99
DEPARTMENT 730 : On-Site Sewage Inspection : VENDOR 507 : HIN-CO PRINTING & PUBLISHERS :	8606	Printing 1,000 OSSF Reminder Postcards.	010-730-54200	95.00
VENDOR 929 : OFFICE DEPOT, INC. :	926151808001-2	finger grips	010-730-53300	1.43
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003951-4006 0317 5211002173 0517	7 5216003986 MAR 2017 00205 N HOUSTON AVE 5211002163 MAY 2017 205 N HOUSTON AVE GRDL 100W	010-730-54540 010-730-54540	42.36 -
DEPARTMENT Total: 730: On-Site Sewage Inspection: FUND Total: 010: GENERAL FUND:				138.79 161,099.49

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 210 : PRECINCT 1 :				
DEPARTMENT 701 : Precinct 1 :				
VENDOR 61: ARAMARK UNIFORM SERVICES, INC.:	1230673882	Rubber Mats and Red Shop Towels	210-701-53400	23.58
	1230673883	uniforms for week of 4/03/17	210-701-53400	66.18
	1230680172	(3) Nylon/Rubber Mat and (143) Red Shop Towels	210-701-53400	23.58
	1230680173	Uniforms for week of 04/10/17.	210-701-53400	146.18
	1230686427	(3) Nylon/Rubber Mats and (143) Red Shop Towels for week 4/17/17.	210-701-53400	23.58
	1230686428	Uniforms for week of 4/17/17	210-701-53400	93.18
	1230692671	(3) Nylon/Rubber mat and (143) red shop rags for week of 04/24/17.	210-701-53400	23.58
	1230692672	Uniforms for week of 04/24/17.	210-701-53400	120.18
VENDOR 508 : HERALD DEMOCRAT :	151713-04302017	CC Approval of speed limit change from 45 to 30 mph on Snap Road	210-701-53300	38.15
VENDOR 607 : JAMES THORPE CO. :	017-109	Delivery charges from North Texas Stone to 289 & Savage. Total Tons Delivered 4,124.20.	210-701-53530	29,694.24
	017-110	Delivery of 5/8 Chips from Martin Marietta to Van Alstyne. Total tons delivered 786.24	210-701-53530	10,079.60
VENDOR 904 : MARTIN MARIETTA MATERIALS, INC. :	20247292	5/8 Chip rock, 158.94 total tons	210-701-53530	1,851.65
·	20265886	5/8 chips for Van Alstyne, total tons 298.02	210-701-53530	3,471.93
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003954-4003 021	7 5216003962 FEB 2017 1312 E FM 1417	210-701-54540	252.89
	5216003954-4003 021	7 5216003972 FEB 2017 1312 E FM 1417 GRDL	210-701-54540	43.55
	5216003954-4003 021	7 5216003991 FEB 2017 1312 E FM 1417 SHOP	210-701-54540	300.80
	5216003954-4003 021	7 5216003999 FEB 2017 1312 E FM 1417 GRDL 100W	210-701-54540	22.17
	5216003951-4006 0317	7 5216003962 MAR 2017 1312 E FM 1417	210-701-54540	250.79
	5216003951-4006 0317	7 5216003972 MAR 2017 1312 E FM 1417 GRDL	210-701-54540	43.47
	5216003951-4006 0317	7 5216003991 MAR 2017 1312 E FM 1417 SHOP	210-701-54540	328.65
	5216003951-4006 031	7 5216003999 MAR 2017 1312 E FM 1417 GRDL 100W	210-701-54540	22.15
VENDOR 7558 : ASCO EQUIPMENT : DEPARTMENT Total : 701 : Precinct 1 : FUND Total : 210 : PRECINCT 1 :	L37987	Equipment Rental - Case Roller, April Rental, 4,898.63	210-701-54600	4,898.63 51,818.71 51,818.71

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 220 : PRECINCT 2 :				
DEPARTMENT 702 : Precinct 2 :				
VENDOR 61 : ARAMARK UNIFORM SERVICES, INC. :	1230673886	weekly uniform service	220-702-53400	25.08
	1230673887	weekly uniform service	220-702-53400	120.60
	1230680177	weekly uniform service	220-702-53400	123.90
	1230680176	weekly uniform service	220-702-53400	25.08
	1230686431	Weekly uniform service	220-702-53400	25.08
	1230686432	weekly uniform service	220-702-53400	69.90
	1230692675	weekly uniform service	220-702-53400	25.08
	1230692676	weekly uniform service	220-702-53400	75.90
VENDOR 82 : DOLESE BROS. CO. :	AG17052498	160.31 tons 5/8" cover chips	220-702-53530	1,667.22
	AG17051852	25.89 tons 5/8" cover chips	220-702-53530	269.26
	AG17051152	51.67 tons 5/8" cover chips	220-702-53530	537.37
	AG17053088	202.19 tons 5/8" cover chips	220-702-53530	2,102.79
	AG17054391	77.13 tons 5/8" cover chips	220-702-53530	802.16
VENDOR 94 : BATTERY DISTRIBUTORS OF N. TEX :	80921	starter	220-702-53580	195.00
VENDOR 96 : BI-LO WHOLESALE, INC. :	5198466	garden hoe handle	220-702-53590	15.85
VENDOR 258 : DAYTON TIRE SALES, INC. :	170056	1 radial tube TR440	220-702-53580	11.00
VENDOR 1058 : RELIANCE FASTENERS OF DENISON :	103507	washers,rivets,ring terminal,screws cable ties	220-702-53580	128.05
VENDOR 7380 : RK HALL CONSTRUCTION :	98772	19.23 tons hot mix	220-702-53540	1,076.88
VENDOR 7935 : J. R. THOMPSON, INC. :	60991 61010	156.96 tons #2 base 711.44 tons 1 1/2" crusher run rock	220-702-53530 220-702-53530	981.00 4,446.53
DEPARTMENT Total : 702 : Precinct 2 : FUND Total : 220 : PRECINCT 2 :	01010	711.44 IOIS 1 1/2 Clustic Full fock	220-102-00000	12,723.73 12,723.73

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 230 : PRECINCT 3 :				
DEPARTMENT 703 : Precinct 3 :				
VENDOR 61 : ARAMARK UNIFORM SERVICES, INC. :	1230677889	uniform cleaning services	230-703-53400	83.75
	1230677890	shop towels, rubber mat	230-703-53300	9.50
	1230690400	uniform cleaning services	230-703-53400	67.75
	1230690401	shop towels, rubber mat	230-703-53300	9.50
	1230696581	uniform cleaning services	230-703-53400	78.75
	1230696582	shop towels, rubber mat	230-703-53300	9.50
	1230684107	shop towels, rubber mat	230-703-53300	9.50
	1230684106	uniform cleaning services	230-703-53400	67.75
VENDOR 439 : BANE MACHINERY, INC. :	18158538	kit for brushcutter	230-703-53580	105.83
VENDOR 4134 : ERGON ASPHALT AND EMULSIONS, INC. :	9401629332	5749.070 gallons of AC10 road oil	230-703-53540	9,987.28
	9401629333	5776.9 gallons AC10 road oil	230-703-53540	10,035.63
	9401630175	5744.430 gallons of AC10 road oil	230-703-53540	9,979.23
DEPARTMENT Total: 703: Precinct 3: FUND Total: 230: PRECINCT 3:		-		30,443.97 30,443.97

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 240 : PRECINCT 4 :				
DEPARTMENT 704 : Precinct 4 :	1230677908	uniforms	240-704-53400	51.50
VENDOR 61 : ARAMARK UNIFORM SERVICES, INC. :	1230677908	uniforms	240-704-53400	3.42
	1230679084	uniforms	240-704-53400	110.00
	1230684125	uniforms	240-704-53400	3.42
	1230684126	uniforms	240-704-53400	19.60
	1230685307	uniforms	240-704-53400	90.90
	1230690418	uniforms	240-704-53400	3.42
	1230690419	uniforms	240-704-53400	19.60
	1230691595	uniforms	240-704-53400	60.00
	1230696600	uniforms	240-704-53400	7.02
	1230696601	uniforms	240-704-53400	35.60
	1230697780	uniforms	240-704-53400	78.00
VENDOR 78 : DEL MAX RESTAURANT SUPPLY, INC :	13053	Hoshizaki Model No. KM-61BAH Ice machine per Quote 5/15/2017	240-704-53300	1,651.70
VENDOR 82 : DOLESE BROS. CO. :	AG17053089	3/8 #2 cover rock	240-704-53530	1,546.32
VENDOR 228 : NOEL, RITA :	042817	MILEAGE 040117-042817	240-704-53300	227.91
VENDOR 245 : AG POWER, INC. :	2966046	bolt,seal,blade,nut,plug,kit,bearing	240-704-53580	480.05
VENDOR 439 : BANE MACHINERY, INC. :	18158433	pins	240-704-53580	108.13
VENDOR 1224 : STAPLES ADVANTAGE :	3338535796-3	tabs for hanging folders	240-704-53300	4.74
VENDOR 1293 : ATMOS ENERGY :	3030352250 0517	221 COUNTY FACILITY DR	240-704-54540	53.51
VENDOR 1332 : TASWA :	7109	Dump fees for airport demo	240-704-53300	1,381.45
VENDOR 5191 : R B EVERETT & CO :	79559	teeth	240-704-53580	114.76
	79574	teeth	240-704-53580	772.07
	84887	teeth	240-704-53580	390.12
VENDOR 5920 : LAWRENCE, BART :	042617	MILEAGE 040717-042617	240-704-53300	121.98
VENDOR 6151 : COOKE COUNTY CRUSHED STONE , INC. :	9798	grade 2 base rock	240-704-53530	992.34
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5211002173 0517	5211002176 MAY 2017 600 GRAYSON ST GRDL	240-704-54540	11.82
	5211002173 0517	5213000034 MAY 2017 228 GOLF ST	240-704-54540	13.83
	5211002173 0517	5213000737 MAY 2017 6101 FM 691 SHOP	240-704-54540	541.82

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 7935 : J. R. THOMPSON, INC. :	60992	1.5 crusher run rock	240-704-53530	147.56
	61030	1.5 crusher run rock	240-704-53530	598.63
VENDOR 8710 : BL CONSTRUCTIONS : DEPARTMENT Total : 704 : Precinct 4 : FUND Total : 240 : PRECINCT 4 :	2377	Demolition of building.	240-704-54000	1,550.00 11,191.22 11,191.22

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 245: Regional Mobility Authority: DEPARTMENT 707: Regional Mobility Authority: VENDOR 7839: LOCKE LORD LLP: DEPARTMENT Total: 707: Regional Mobility Authority: FUND Total: 245: Regional Mobility Authority:	1322737	Services from 03/10/17-03/28/17	245-707-54000	257.00 257.00 257.00

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 265 : COURTHOUSE SECURITY FUND : DEPARTMENT 570 : Courthouse Security : VENDOR 1096 : SECURITAS SECURITY SERVICES USA , INC. DEPARTMENT Total : 570 : Courthouse Security : FUND Total : 265 : COURTHOUSE SECURITY FUND :	W5635886	Securitas Labor Sheriff	265-570-54000	2,890.80 2,890.80 2,890.80

Segments/Vendors	Vendor Invoice Description	Account Number	Amount
FUND 280 : COUNTY RECORDS MANAGEMENT : DEPARTMENT 401 : Commissioners Court : VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003954-4003 0217 5216003981 FEB 2017 1300 E FM 1417	280-401-54540	313.81
DEPARTMENT Total : 401 : Commissioners Court : FUND Total : 280 : COUNTY RECORDS MANAGEMENT :	5216003951-4006 0317 5216003981 MAR 2017 1300 E FM 1417	280-401-54540	270.97 584.78 584.78

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 300 : DRUG COURT FEE FUND : DEPARTMENT 585 : Community Supervision : VENDOR 7 : CARDWELL, GARLAND, ATTORNEY :	041217	2017 TASC CONFERENCE IN BASTROP, TX	300-585-53300	402.20
VENDOR 1515 : GORMAN, HANK, PH.D. :	041217	2017 TASC CONFERENCE IN BASTROP, TX	300-585-53300	402.20
VENDOR 1556 : SHEA & SHEA :	041217	2017 TASC CONFERENCE IN BASTROP, TX	300-585-53300	402.20
VENDOR 6359 : POET, JEREMY J., ATTORNEY :	041217	2017 TASC CONFERENCE IN BASTROP, TX	300-585-53300	402.20
VENDOR 9961 : REDDEN :	041217	2017 TASC CONFERENCE IN BASTROP, TX	300-585-53300	402.20
VENDOR 9962 : HOBBS : DEPARTMENT Total : 585 : Community Supervision : FUND Total : 300 : DRUG COURT FEE FUND :	041217	2017 TASC CONFERENCE IN BASTROP, TX	300-585-53300	116.50 2,127.50 2,127.50

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 320 : LAW LIBRARY : DEPARTMENT 543 : Law Library : VENDOR 200 : WEST GROUP : DEPARTMENT Total : 543 : Law Library : FUND Total : 320 : LAW LIBRARY :	836053510	Patron online access	320-543-53300	736.58 736.58 736.58

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 380 : SHERIFF FORFEITURE FUND : DEPARTMENT 550 : Sheriff : VENDOR 252 : GT DISTRIBUTORS , INC. :	0615802	Streamlight TLR-1 Tactical BuyBoard Contract 524-17, QTE0059532	380-550-53300	5,644.80
VENDOR 9959 : AMERICAN COLLEGE OF SPORTS MEDICINE	051217 BOWEN	REGISTRATION FOR KRISTINA BOWEN	380-550-53300	375.00
VENDOR 9960 : DEPARTMENT OF PUBLIC SAFETY FITNESS DEPARTMENT Total : 550 : Sheriff : FUND Total : 380 : SHERIFF FORFEITURE FUND :	051217 BOWEN	FEES FOR KRISTINA BOWEN	380-550-53300	75.00 6,094.80 6,094.80

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 401 : PANDEMIC FLU :				
DEPARTMENT 601 : Health Department Programs : VENDOR 9174 : WILSON, MARSHA :	012617	MILEAGE 010417-012617	401-601-54080	160.50
VENDOR 9174 . WILSON, WARSHA .	022517	MILEAGE 020117-022517	401-601-54080	90.95
	033017	MILEAGE 030617-032017 MILEAGE 030617-033017	401-601-54080	127.87
	043017	MILEAGE 040317-043017	401-601-54080	93.09
DEPARTMENT Total : 601 : Health Department Programs :	0.00			472.41
FUND Total: 401: PANDEMIC FLU:				472.41
FUND 402 : FAMILY PLANNING PROGRAM : DEPARTMENT 601 : Health Department Programs :				
VENDOR 223 : MOORE MEDICAL, LLC :	83248970 I	Lidocaine, Gloves Ster Nitr, Towel Drp Ster Fenes, Moore Fabric Strips, Surgical Tape	402-601-53450	914.59
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003954-4003 0217	7 5216003955 FEB 2017 00515 N WALNUT ST	402-601-54540	50.27
	5216003951-4006 0317	7 5216003955 MAR 2017 00515 N WALNUT ST	402-601-54540	62.75
	5211002173 0517	5211002171 MAY 2017 515 N WALNUT ST GRDL 100W	402-601-54540	1.39
VENDOR 7398 : MARR - WHNP, ROSE :	20170511	Family Planning Clinic services on 5/11/2017	402-601-54340	200.00
DEPARTMENT Total : 601 : Health Department Programs : FUND Total : 402 : FAMILY PLANNING PROGRAM :				1,229.00 1,229.00
FUND 403: WELLNESS PROGRAM:				
DEPARTMENT 601 : Health Department Programs : VENDOR 821 : CLINICAL PATHOLOGY LABS, INC. :	201704-1	Lab services	403-601-54410	431.93
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003954-4003 0217	7 5216003955 FEB 2017 00515 N WALNUT ST	403-601-54540	39.50
	5216003951-4006 0317	7 5216003955 MAR 2017 00515 N WALNUT ST	403-601-54540	49.30
	5216003951-4006 0317	7 5216003986 MAR 2017 00205 N HOUSTON AVE	403-601-54540	24.44
	5211002173 0517	5211002163 MAY 2017 205 N HOUSTON AVE GRDL 100W	403-601-54540	-
	5211002173 0517	5211002171 MAY 2017 515 N WALNUT ST GRDL 100W	403-601-54540	1.09
VENDOR 7398 : MARR - WHNP, ROSE :	20170511	Family Planning Clinic services on 5/11/2017	403-601-54000	200.00
DEPARTMENT Total : 601 : Health Department Programs : FUND Total : 403 : WELLNESS PROGRAM :				746.26 746.26
FUND 405 : PREVENTIVE HEALTH BLOCK GRANT :				
DEPARTMENT 601 : Health Department Programs : VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003951-4006 0317	7 5216003986 MAR 2017 00205 N HOUSTON AVE	405-601-54540	9.78
VENDOR 0411. OAVALLO ENEROT TEAAO LEO .	5211002173 0517	5211002163 MAY 2017 205 N HOUSTON AVE GRDL 100W	405-601-54540	-
DEPARTMENT Total : 601 : Health Department Programs : FUND Total : 405 : PREVENTIVE HEALTH BLOCK GRANT :				9.78 9.78
FUND 407: WOMEN INFANTS CHILDREN HEALTH:				
DEPARTMENT 601 : Health Department Programs : VENDOR 138 : CANADY, COLLEEN :	051117	HEART BUTTON TRAINING	407-601-54030	67.00
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Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 194 : WARDELL, DENISE :	051117	HEART BUTTON TRAINING IN AUSTIN	407-601-54030	67.00
VENDOR 492 : HERNANDEZ, ALICIA :	051117	HEART BUTTON TRAINING	407-601-54030	67.00
VENDOR 914 : UNITED PARCEL SERVICES :	0000R663A6187	Health Dept WIC Warehouse, Purchasing - C.Hyepock, Fire Dept State Fire Marshal's Office	407-601-53200	3.62
VENDOR 1208 : BROGDON, AMANDA :	051117	HEART BUTTON TRAINING	407-601-54030	67.00
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003951-4006 0317	7 5216003955 FEB 2017 00515 N WALNUT ST 7 5216003955 MAR 2017 00515 N WALNUT ST 7 5216003986 MAR 2017 00205 N HOUSTON AVE 5211002163 MAY 2017 205 N HOUSTON AVE GRDL 100W	407-601-54540 407-601-54540 407-601-54540 407-601-54540 407-601-54540	179.54 224.10 117.32 - 4.96
VENDOD C440 - OWENC CHANNON -	050117	MILEAGE 010317-050117	407-601-54080	121.98
VENDOR 6418 : OWENS, SHANNON :				
VENDOR 7327 : SAWYER, STEPHANIE (LUCE) :	051017	HEART BUTTON TRAINING IN AUSTIN	407-601-54030	67.00
VENDOR 9620 : RIVERA, MARIA : DEPARTMENT Total : 601 : Health Department Programs : FUND Total : 407 : WOMEN INFANTS CHILDREN HEALTH :	051117	HEART BUTTON TRAINING	407-601-54030	67.00 1,053.52 1,053.52
FUND 408: ENVIRONMENTAL HEALTH PROGRAM:				
DEPARTMENT 601 : Health Department Programs : VENDOR 193 : WARD, MARSHALL M. :	033017 042817	MILEAGE 030217-033017 MILEAGE 040317-042817	408-601-54080 408-601-54080	42.27 128.94
VENDOR 3065 : BUTLER POOLS & SPAS :	392874	R0870 POWDER, R0013 CYNURIC ACID, AND R009 SULFURIC ACID	408-601-53300	75.95
VENDOR 6198 : MCLEAN, WENDY :	051117	DSHS HSR 2 DAY COURSE IN FT WORTH	408-601-54030	154.12
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003951-4006 0317	7 5216003955 FEB 2017 00515 N WALNUT ST 7 5216003955 MAR 2017 00515 N WALNUT ST 7 5216003986 MAR 2017 00205 N HOUSTON AVE 5211002163 MAY 2017 205 N HOUSTON AVE GRDL 100W 5211002171 MAY 2017 515 N WALNUT ST GRDL 100W	408-601-54540 408-601-54540 408-601-54540 408-601-54540 408-601-54540	10.77 13.45 74.95 - 0.30
VENDOR 7555 : BSA ENVIRONMENTAL SERVICES, INC :	GCHD 17-05	CYANOBACTERIA ENUMERATION AND IDENTIFICATION WITH POTENTIAL TOXIGENS IDENTIFIED (RECEIVED 05-09-17)	408-601-53300	864.00

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
VENDOR 8758 : STEPHENS, RACHEL :	EXPENSE 031417	PURCHASED BUCKETS AND LIDS FOR MOSQUITO SURVEILLANCE	408-601-53300	46.50
VENDOR 9797: MICROSCOPE WORLD: DEPARTMENT Total: 601: Health Department Programs: FUND Total: 408: ENVIRONMENTAL HEALTH PROGRAM:	i170125	Fein Optic FZ6 Microscope	408-601-53750	739.00 2,150.25 2,150.25
FUND 409 : COMMUNICABLE DISEASE CONTROL : DEPARTMENT 601 : Health Department Programs : VENDOR 821 : CLINICAL PATHOLOGY LABS, INC. :	201704-1	Lab services	409-601-54410	145.49
VENDOR 4791 : DEPARTMENT OF STATE HEALTH SERVIC	CES CEN.CM2092_052017	Lab services for Mumps testing	409-601-54410	127.83
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003951-4006 031	7 5216003955 FEB 2017 00515 N WALNUT ST 7 5216003955 MAR 2017 00515 N WALNUT ST 7 5216003986 MAR 2017 00205 N HOUSTON AVE 5211002163 MAY 2017 205 N HOUSTON AVE GRDL 100W	409-601-54540 409-601-54540 409-601-54540 409-601-54540	32.32 40.34 9.78
	5211002173 0517	5211002171 MAY 2017 515 N WALNUT ST GRDL 100W	409-601-54540	0.89
VENDOR 8709: PAXVAX, INC.: DEPARTMENT Total: 601: Health Department Programs: FUND Total: 409: COMMUNICABLE DISEASE CONTROL:	100222431 05/17	VIVOTIF CAP BLSTPL 4/EA	409-601-53390	204.85 561.50 561.50
FUND 410 : TUBERCULOSIS CONTROL GRANT : DEPARTMENT 601 : Health Department Programs : VENDOR 821 : CLINICAL PATHOLOGY LABS, INC. : DEPARTMENT Total : 601 : Health Department Programs : FUND Total : 410 : TUBERCULOSIS CONTROL GRANT :	201704-1	Lab services	410-601-54410	5.50 5.50 5.50
FUND 412 : PUBLIC HEALTH EMERG RESPONSE :				
DEPARTMENT 601: Health Department Programs: VENDOR 6411: CAVALLO ENERGY TEXAS LLC:	5216003951-4006 031	7 5216003955 FEB 2017 00515 N WALNUT ST 7 5216003955 MAR 2017 00515 N WALNUT ST 7 5216003986 MAR 2017 00205 N HOUSTON AVE 5211002163 MAY 2017 205 N HOUSTON AVE GRDL 100W	412-601-54540 412-601-54540 412-601-54540 412-601-54540	25.13 31.37 27.70
DEPARTMENT Total: 601: Health Department Programs:	5211002173 0517	5211002171 MAY 2017 515 N WALNUT ST GRDL 100W	412-601-54540	0.69 84.89
·				04.00
DEPARTMENT 603 : Health Department Programs : VENDOR 9797 : MICROSCOPE WORLD : DEPARTMENT Total : 603 : Health Department Programs : FUND Total : 412 : PUBLIC HEALTH EMERG RESPONSE :	i170125	Fein Optic FZ6 Microscope	412-603-53300	2,500.00 2,500.00 2,584.89

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 415 : IMMUNIZATION GRANT :				
DEPARTMENT 601 : Health Department Programs :				
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003954-4003 021	7 5216003955 FEB 2017 00515 N WALNUT ST	415-601-54540	10.77
	5216003951-4006 031	7 5216003955 MAR 2017 00515 N WALNUT ST	415-601-54540	13.45
	5216003951-4006 031	7 5216003986 MAR 2017 00205 N HOUSTON AVE	415-601-54540	9.78
	5211002173 0517	5211002163 MAY 2017 205 N HOUSTON AVE GRDL 100W	415-601-54540	-
	5211002173 0517	5211002171 MAY 2017 515 N WALNUT ST GRDL 100W	415-601-54540	0.30
DEPARTMENT Total: 601: Health Department Programs: FUND Total: 415: IMMUNIZATION GRANT:				34.30 34.30

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 700 : PERMANENT IMPROVEMENT FUND : DEPARTMENT 718 : Construction Projects : VENDOR 3293 : SIMPSON GROUP, INC. DBA :	51617	New Lighting for 10000 Grayson Dr at NTRA	700-718-54550	2,980.00
VENDOR 9683 : REYNOLDS ELECTRIC HEATING AND AIR CO	wo-9143	verify new dispatch was on generator	700-718-54550	414.06
VENDOR 9794 : COMCO SYSTEMS :	102791-2	521 Motorized TU TO Single Chute per Quote Dated February 20, 2017.	700-718-54550	3,148.50
DEPARTMENT Total: 718: Construction Projects: FUND Total: 700: PERMANENT IMPROVEMENT FUND:		20, 2017.		6,542.56 6,542.56

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 800 : NORTH TEXAS REGIONAL AIRPORT :				
DEPARTMENT 710 : Airport : VENDOR 11 : DENISON, CITY WATER UTILITY :	064-0004415 05/17	N SH 289 Bldg 10005	800-710-54540	60.00
VENDOR II. DENIGON, CITT WATER OTIETT.	064-0004410 05/17	227 Woodruff	800-710-54540	100.00
	064-0004150 05/17	4603 Airport Dr.	800-710-54540	105.72
	064-0004570 05/17	152 Thoreson Bldg 3701	800-710-54540	100.00
	064-0004420 05/17	227 Woodruff Rd Ste#3	800-710-54540	100.00
	064-0004540 05/17	Bldg 3801	800-710-54540	100.00
	064-0003950 05/17	5318 Airport Dr Bldg #111	800-710-54540	198.57
	064-0003920 05/17	5501 Airport Dr Bldg #110	800-710-54540	271.54
	064-0004230 05/17	4331 Airport Dr. Bldg #502	800-710-54540	100.00
	064-0004140 05/17	Bldg 303	800-710-54540	178.56
	064-0004210 05/17	10000 Grayson Dr	800-710-54540	60.00
VENDOR 61 : ARAMARK UNIFORM SERVICES, INC. :	1230679085	uniform and towel rental	800-710-53300	34.36
	1230691596	Uniform and towel rental	800-710-53300	34.36
	1230697781	uniform and towel rental	800-710-53300	34.36
	1230685308	Weekly Uniforms for 04/14/17	800-710-53300	34.36
VENDOR 145 : CABLE ONE :	102604543 05/17	4603 Airport Dr.	800-710-53300	110.50
VENDOR 245 : AG POWER, INC. :	2971766	Dust Cap for John Deere	800-710-53590	14.13
VENDOR 1293 : ATMOS ENERGY :	4003412075 0517	227 WOODRUFF RD HNGR 5513-1	800-710-54540	56.31
	3034533566 0517	4603 AIRPORT DR	800-710-54540	44.40
	3034534225 0517	4700 AIRPORT DR	800-710-54540	53.00
	3034534805 0517	227 WOODRUFF HNGR 5513	800-710-54540	48.07
	3034534618 0517	143 HITCHCOCK DR	800-710-54540	57.54
	3034534350 0517	5501 AIRPORT DR	800-710-54540	53.00
	3031519962 0517	5318 AIRPORT DR	800-710-54540	44.40
VENDOR 3709 : MIDWAY LOCK & KEY :	53861	6 Duplicate keys	800-710-53300	15.00
VENDOR 6411 : CAVALLO ENERGY TEXAS LLC :	5216003951-4006 031	7 5216003958 MAR 2017 04700 AIRPORT DR GATE 4	800-710-54540	29.12
	5216003951-4006 031	7 5216003964 MAR 2017 4700 AIRPORT DR	800-710-54540	140.36
	5216003951-4006 031	7 5216003965 MAR 2017 5209 AIRPORT DR ODLT 1	800-710-54540	23.78
	5216003951-4006 031	7 5216003966 MAR 2017 126 GOSNELL	800-710-54540	797.27
	5216003951-4006 031	7 5216003968 MAR 2017 00000 STREET LIGHTS STLG 3	800-710-54540	911.02
	5216003951-4006 031	7 5216003969 MAR 2017 04700 AIRPORT DR GATE 5	800-710-54540	48.53
	5216003951-4006 031	7 5216003970 MAR 2017 14 ROBERTS AVE	800-710-54540	94.79
		7 5216003971 MAR 2017 4700 AIRPORT DR GRDL 3	800-710-54540	14.22
		7 5216003973 MAR 2017 00000 SELOOP GRAYSON DR	800-710-54540	40.04
		7 5216003977 MAR 2017 4515 AIRPORT DR STE A	800-710-54540	23.42
		7 5216003978 MAR 2017 170 EXECUTIVE HANGER DR	800-710-54540	24.01
	5216003951-4006 031	7 5216003980 MAR 2017 04301 AIRPORT DR	800-710-54540	18.89

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
	5216003951-4006 031	7 5216003985 MAR 2017 747 RANGER RD	800-710-54540	22.41
	5216003951-4006 031	7 5216003988 MAR 2017 03604 AIRPORT DR POLE 8	800-710-54540	29.62
	5216003951-4006 031	7 5216003989 MAR 2017 4700 AIRPORT DR ODLT	800-710-54540	28.95
	5216003951-4006 031	7 5216003994 MAR 2017 4700 AIRPORT DR HNGR	800-710-54540	43.84
	5216003951-4006 031	7 5216003996 MAR 2017 3340 AIRPORT DR UNIT POLE	800-710-54540	23.17
	5216003951-4006 031	7 5216003997 MAR 2017 00000 STREET LIGHTS STLG 2	800-710-54540	348.34
	5216003951-4006 031	7 5216004005 MAR 2017 114 EXECUTIVE HANGER DR UNIT POLE	800-710-54540	26.29
	5211002173 0517	5211002161 MAY 2017 14 ROBERTS AVE	800-710-54540	9.37
	5211002173 0517	5211002162 MAY 2017 19 E WAREHOUSE RD STE 4001	800-710-54540	18.27
	5211002173 0517	5211002164 MAY 2017 02300 WOODRUFF RD	800-710-54540	643.03
	5211002173 0517	5211002165 MAY 2017 3701 THORNSEN ST	800-710-54540	20.48
	5211002173 0517	5211002166 MAY 2017 39 WOODRUFF RD UNIT A	800-710-54540	10.45
	5211002173 0517	5211002167 MAY 2017 4209 AIRPORT DR WHSE	800-710-54540	26.80
	5211002173 0517	5211002169 MAY 2017 4700 AIRPORT DR GRDL 400W2	800-710-54540	46.78
	5211002173 0517	5211002170 MAY 2017 4700 AIRPORT DR GRDL 400W1	800-710-54540	46.78
	5211002173 0517	5211002172 MAY 2017 05318 AIRPORT DR	800-710-54540	12.09
	5211002173 0517	5211002173 MAY 2017 5318 AIRPORT DR HNGR 111	800-710-54540	875.87
	5211002173 0517	5211002660 MAY 2017 4700 AIRPORT DR SRVC	800-710-54540	9.29
	5211002173 0517	5212000767 MAY 2017 143 HITCHCOCK DR	800-710-54540	231.27
	5211002173 0517	5212002813 MAY 2017 4603 AIRPORT DR	800-710-54540	350.97
	5211002173 0517	5212002892 MAY 2017 5501 AIRPORT DR	800-710-54540	919.47
	5211002173 0517	5213001733 MAY 2017 7199 N STATE HWY 289	800-710-54540	226.99
	5211002173 0517	5215000542 MAY 2017 4301 AIRPORT DR HNGR 509	800-710-54540	-
	5211002173 0517	5215002503 MAY 2017 10000 GRAYSON DR - DENISON	800-710-54540	155.89
DEPARTMENT Total: 710: Airport: FUND Total: 800: NORTH TEXAS REGIONAL AIRPORT:				8,300.05 8,300.05

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 915 : STATE CRIMINAL FUNDS : DEPARTMENT 000 : Asset/Liability/Equity/Income : VENDOR 518 : COMPTROLLER OF PUBLIC ACCOUNTS :	April 2017	April 2017 Marriage License Donations	915-000-26124	15.00
VENDOR 903 : TEXAS PARKS & WILDLIFE DEPARTMENT : DEPARTMENT Total : 000 : Asset/Liability/Equity/Income : FUND Total : 915 : STATE CRIMINAL FUNDS :	April 2017	April 2017 - State Parks & Wildlife Fines	915-000-26140	1,381.25 1,396.25 1,396.25

Segments/Vendors	Vendor Invoice	Description	Account Number	Amount
FUND 999 : POOLED CASH : DEPARTMENT 000 : Asset/Liability/Equity/Income :				
VENDOR 929 : OFFICE DEPOT, INC. :	925861881001-2	Highlighter, Yellow P/N: HILITERYLW	999-000-35000	5.38
*	925861881001-2	Inkjet, Black For 6100 Printer P/N: HP932	999-000-35000	31.32
VENDOR 1224 : STAPLES ADVANTAGE :	338535797	Frame, For Letter Size File	999-000-35000	28.00
	3338535800	Correction Tape, Dryline P/N: DRYLINE	999-000-35000	9.90
	3338535800	Sheet Protector	999-000-35000	10.72
	3338535800	Tissue P/N: TISSUE	999-000-35000	8.16
	3338535800	Binder Clip Small P/N: BINDERCLIPS	999-000-35000	1.56
	3339424306	Inkjet, Black For 6100 Printer P/N: HP932	999-000-35000	61.02
	3339424305-2	Inkjet, Colors For 6100 Inkjet P/N: HP933	999-000-35000	53.97
DEPARTMENT Total : 000 : Asset/Liability/Equity/Income : FUND Total : 999 : POOLED CASH :				210.03 210.03

TOTAL BILLS DUE:

305,264.88



AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE OFFICE NO LATER THAN 12:00 P.M. ON THE THURSDAY PRECEDING A MONDAY MEETING.

Print

PLEASE PROVIDE THE FOLL	OWING INFORMATION:			
JUDGE OR COMMISSIONER AUTHORIZING:	Judge Magers			
NAME OF PERSON PRESENTING THE REQUEST:				
DEPARTMENT:				
TELEPHONE NO:	4228			
DATE:	05/10/17	COURT DA	TE:	05/16/17
REMARKS:				
ACTION REQUESTED OF THE	E COURT:			
HAS THIS ITEM BEEN BEFOR	PE THE COMMISSIONERS	S COURT PREVIOUSLY	Y2 IF SO WHEN2	
TIAO TITIO TI ENI BELIV BET ON	L THE COMMISSIONER) 000KT T KEV1000E	T : II OO, WIILN :	
Attachments:				
Click to download				
No Attachments Available				
History				
Time	Who		Approval	
5/15/2017 2:42 PM	Commissioner Cou	rt Approval	Yes	



AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE OFFICE NO LATER THAN 12:00 P.M. ON THE THURSDAY PRECEDING A MONDAY MEETING.

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		Print		
PLEASE PROVIDE THE FOLLO	OWING INFORMATION:			
JUDGE OR COMMISSIONER AUTHORIZING:	Judge BIII Magers			
NAME OF PERSON PRESENTING THE REQUEST:				
DEPARTMENT:				
TELEPHONE NO:	4228			
DATE:	05/17/17	COURT DA	TE:	5/23/17
REMARKS:				
ACTION REQUESTED OF THE Receive mid-year financial update		cials.		
HAS THIS ITEM BEEN BEFORE THE COMMISSIONERS COURT PREVIOUSLY? IF SO, WHEN?				
Attachments:				
Click to download				
No Attachments Available				
History				
Time	Who		Approval	
5/19/2017 9:35 AM	Commissioner Cour	t Approval	Yes	



AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE OFFICE NO LATER THAN 12:00 P.M. ON THE THURSDAY PRECEDING A MONDAY MEETING.

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		Print	
PLEASE PROVIDE THE FOLL	OWING INFORMATION		
JUDGE OR COMMISSIONER AUTHORIZING:			
NAME OF PERSON PRESENTING THE REQUEST:	Donna Loiselle		
DEPARTMENT:			
TELEPHONE NO:			
DATE:	05/12/2017	COURT DATE:	5/23/2017
REMARKS:			
ACTION REQUESTED OF THE Act on request to approve a roa	d bore under Durning Rd by N		WHEN?
Attachments: Click to download Marilee SUD- Durning Rd road	bore 2017 05		
History			
Time	Who	Approva	I
5/15/2017 10:42 AM	Commissioner Court A	Approval Yes	

The Honorable Jeff Whitmire Grayson County Courthouse 100 W. Houston Suite 17 Sherman, TX 75090

Re: Road bore permit

Dear Commissioner Whitmire:

I would like to request a permit from the Commissioner's Court to bore under Durning Road for installing a 1-inch water service line encased inside a 2-inch pvc pipe for the purpose of extending water utility service. A map is enclosed detailing the location.

Your considerations regarding this request will be appreciated. If more information is required, please call me at 972-382-3222.

Sincerely,

Donna Loiselle General Manager

AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY CLERK NO LATER THAN 5:00 P.M. ON THE WEDNESDAY PRECEDING A MONDAY MEETING. SUPPORTING DOCUMENTATION (9 SETS) MUST ACCOMPANY EVERY AGENDA REQUEST. REQUESTS THAT DO NOT HAVE SUPPORTING DOCUMENTATION WILL NOT BE PLACED ON THE AGENDA.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

JUDGE OR COMMISSIONER AUTHORIZING: Jeff Whitmire

NAME OF PERSON PRESENTING THE REQUEST: Marilee Special Utility District

DEPARTMENT:

TELEPHONE NO: 972-382-3222

DATE: May 12, 2017 COURT DATE: May 22, 2017

REMARKS:

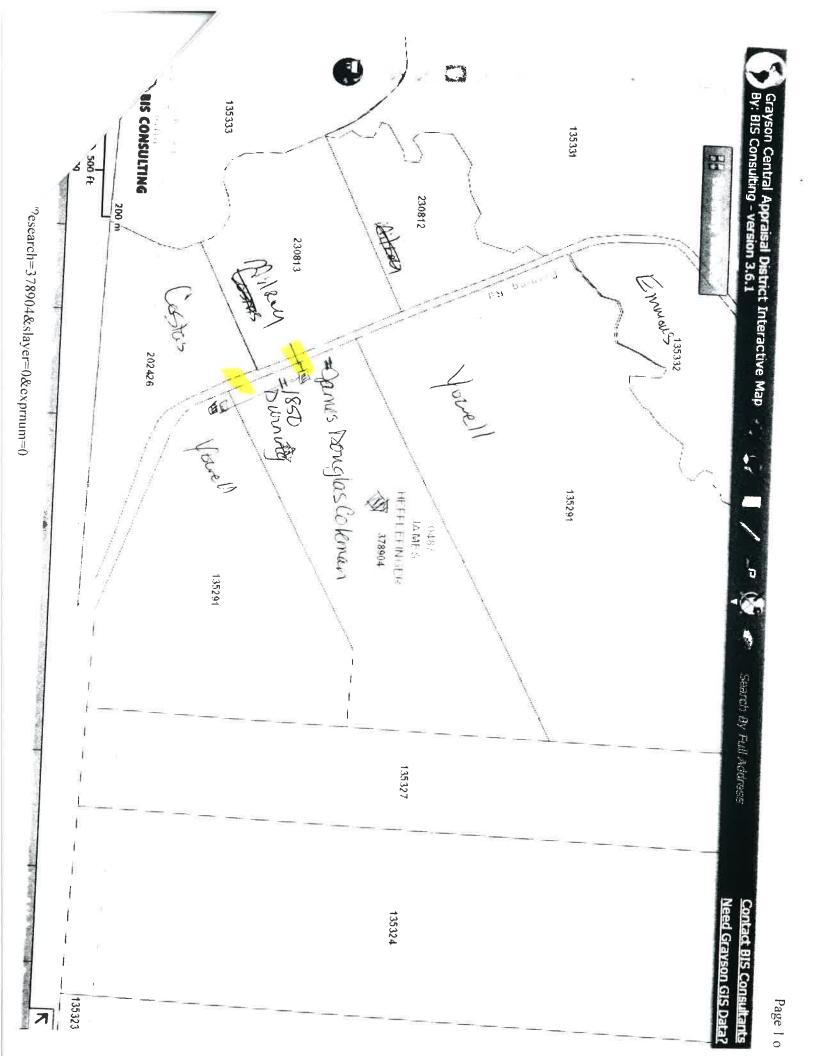
ACTION REQUESTED OF THE COURT:

Road bore permit for 1840 Durning Road for a 2" water service line encased inside a 3" pvc pipe.

HAS THIS ITEM BEEN BEFORE THE COMMISSIONERS COURT PREVIOUSLY? NO IF SO, WHEN?

RETURN THIS FORM TO:

COUNTY CLERK
GRAYSON COUNTY COURTHOUSE
100 W. HOUSTON, SUITE 17
SHERMAN, TEXAS 75090





AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE OFFICE NO LATER THAN 12:00 P.M. ON THE THURSDAY PRECEDING A MONDAY MEETING.

Print

PΙ	FASE	PROVIDE	THE FOLI	OWING	INFORM	ATION:
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JUDGE OR COMMISSIONER Judge Magers

AUTHORIZING:

NAME OF PERSON Richey Rivers/Gayla Hawkins

PRESENTING THE

REQUEST:

DEPARTMENT: Auditor/Treasurer

TELEPHONE NO: x4251

DATE: 05/19/2017 COURT DATE: 05/23/2017

REMARKS:

ACTION REQUESTED OF THE COURT:

Consider award of proposals for the Bank Depository and Sub-Depository contracts as presented.

HAS THIS ITEM BEEN BEFORE THE COMMISSIONERS COURT PREVIOUSLY? IF SO, WHEN?

Attachments:

Click to download

■ Bank Depository Contract Proposal Letter

History

Time Who Approval

J. Richey Rivers

Grayson County Treasurer

Grayson County Auditor

May 18, 2017

Commissioners Court

Re: Grayson County Depository Contract (RFP NO.17-04-01)

The County solicited proposals for depository and sub-depository banking contracts on April 18, 2017. On May 16, 2017, three bids were received. Proposals from Bank of Texas, JP Morgan Chase and Landmark Bank were submitted for both depository and sub-depository contracts. These banks provided competitive bids, offering fair pricing for services and outstanding product choices.

Factors considered in selecting a depository were:

- References Both Landmark Bank and Bank of Texas are strong banks in our community. Both are known to provide excellent customer service and have strong references from other local governments and school districts.
- ◆ Cost of services In looking at the lowest net banking service costs, consistent with the ability to provide an appropriate level of service, Bank of Texas and Landmark Bank both offered very competitive cost structures for the basic and optional services available. Essentially, either will be able to provide banking services to the County at no, or very low, out-of-pocket cost. However, Chase's structure was found to be more cost prohibitive.
- ◆ Interest earnings While interest earned on deposits is important, it is not the most significant factor in selecting a depository for the County and Trust funds. Our goal is to derive the majority of our interest earnings from a diversified investment portfolio which includes investments with other allowable institutions or groups. However, on those occasions when interest rates are better at the depository, the County may shift funds from investments to the depository. Interest rates offered by Bank of Texas and Landmark are comparable, while Chase's interest offer was somewhat lower.

Other factors for consideration:

Security Measures – Due to the ever increasing threats to Cyber Security, consideration was made for each Bank's ability to provide the most sound protection of our day-to-day online banking processes. While all three banks provide that necessary protection, we find that Bank of Texas offers an additional layer of protection through their Treasury Source Management Services and the use of individually authenticated digital tokens for those individuals permitted/assigned to handle banking transactions.

Banking locations - Bank of Texas' location on Washington Street is near downtown Sherman. Landmark Bank has locations in Sherman, Denison, Pottsboro, Gunter, Van Alstyne, Whitesboro and Collinsville. Chase has two locations, one each near downtowns Sherman and Denison.

RECOMMENDATIONS:

Bank Depository

Consideration of these bids was in keeping with authority given by Articles 2544, and 2558 of the Revised Civil Statutes of Texas and as revised by the Local Government Code, Chapters 116.000 – 116.155 and 117.000 – 117.084. To meet our objective to enter into a future Contract with the best qualified Proposer(s) offering the most favorable terms and conditions for the handling of County Funds and based on our evaluation of the bids presented, we recommend Bank of Texas as the depository for County and Trust funds.

Bank Sub-Depository

Bids for sub-depository banking arrangements were received from Bank of Texas, Landmark Bank, and JP Morgan Chase. With the opportunity to utilize sub-depository banking arrangements within the RFP, we found that Landmark Bank's multiple branch locations throughout the County provides for ease of daily deposits from our outlying JP and Tax Assessor Offices, which helps to maintain efficiencies for the County as a whole. Because Landmark Bank offers secure services in all of the sub-depository locations, in addition to offering highly favorable interest rates, we recommend that a sub-depository contract be awarded to Landmark Bank.

Gayla Hawkins, Treasurer

Richey Rivers, Auditor

CHAPTER 116. DEPOSITORIES FOR COUNTY PUBLIC FUNDS

SUBCHAPTER B. ESTABLISHMENT OF DEPOSITORY

§ Sec. 116.021. DEPOSITORY AND SUBDEPOSITORY CONTRACTS. (a) The commissioners court of a county shall select by the process provided by this subchapter or by Subchapter C, Chapter 262, one or more banks in the county and enter a contract with each selected bank for the deposit of the county's public funds. The county shall contract with a bank under this section for a two-year or four-year contract term. On expiration of a contract under this section, the contract may be renewed for two years under terms negotiated by the commissioners court.

- (b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.
- (c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by Subsection (b).
- (d) If for any reason a county depository is not selected under Subsection (a), the commissioners court, at any subsequent time after 20 days' notice, may select, by the process described by Section 116.024 or by negotiated bid, one or more depositories in the same manner as at the regular time.
- (e) If the commissioners court selects a depository by the process provided by Subchapter C, Chapter 262, the depository may be selected by:
 - (1) competitive bidding; or
 - (2) another method under that subchapter that the county is qualified to use.

§ 116.024. SELECTION OF DEPOSITORIES AND SUBDEPOSITORIES.

- (a) At the meeting at which banks are to be selected as county depositories, the commissioners court shall:
 - (1) enter in the minutes of the court all applications filed with the county judge;
 - (2) consider all applications; and
- (3) select the qualified applicants that offer the most favorable terms and conditions for the handling of the county funds.
- (b) The commissioners court may reject those applicants whose management or condition, in the opinion of the commissioners court, does not warrant placing county funds in their possession.
- (c) After selecting one or more county depositories, the commissioners court shall immediately return the certified checks of the rejected applicants. The commissioners court shall return the check of a successful applicant when the applicant executes and files a depository bond that is approved by the commissioners court.
- (d) The conflict of interests provisions of Section 131.903 apply to the selection of the depositories.
- (e) After selecting one or more subdepositories, the commissioners court shall immediately notify each selected applicant of its selection. Within 15 days, the selected applicant must file a bond or other security as approved by the commissioners court.

§ 116.025. DESIGNATION OF DEPOSITORY OR SUBDEPOSITORY.

When security is provided in accordance with Subchapter C and is approved by the commissioners court, the commissioners court shall, by an order entered in its minutes, designate the bank as a depository or subdepository for the funds of the county. The designation is effective until the end of the 60th day after the date fixed for the next selection of a depository or subdepository.

SUBCHAPTER C. SECURITY FOR FUNDS HELD BY DEPOSITORY

§ 116.051. QUALIFICATION AS DEPOSITORY OR SUBDEPOSITORY.

Within 15 days after the date a bank is selected as a county depository or subdepository, the bank must qualify as the depository or subdepository by providing security for the funds to be deposited by the county with the bank. The depository or subdepository may secure these funds, at the option of the commissioners court, by:

- (1) personal bond; surety bond; bonds, notes, and other securities; first mortgages on real property; real property; certificates of deposit; or a combination of these methods, as provided by this subchapter; or
- (2) investment securities or interests in them as provided by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).
- § 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioners court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.
- (b) A county tax assessor-collector shall immediately deposit in the county depository taxes collected on behalf of the state, the county, or a district or municipal subdivision of the county. The taxes remain on deposit pending the preparation and settlement of the assessor-collector's report on the tax collections.

CHAPTER 117. DEPOSITORIES FOR CERTAIN TRUST FUNDS AND COURT REGISTRY FUNDS

SUBCHAPTER B. ESTABLISHMENT OF DEPOSITORY

- § 117.021. APPLICATIONS. (a) The commissioners court of a county shall select by the process provided by this subchapter or by Subchapter C, Chapter 262, a federally insured bank or banks in the county to be the depository for a special account held by the county clerk and the district clerks. The county shall enter a contract with the selected federally insured bank or banks for a two-year or four-year term. The original term can be renewed once for an additional two-year term. The contract may, on request by the clerk and approval of the commissioners court, include a provision that the funds in a special account earn interest. A request from the clerk that an account earn interest must be made, in writing, to the commissioners court not later than the 30th day before the date the county gives notice under Section 117.022 and shall be entered in the minutes of the court.
- (b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.
- (c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and under the same conditions as provided by Subsection (b).
- (d) A bank must file its application on or before a date set by the commissioners court. The application must be accompanied by a certified check or cashier's check for at least one-half of one percent of the average daily balance of the registry funds held by the county clerk and the district clerk during the preceding calendar year, as determined by the county clerk and the district clerk on or before the 10th day before the date the application is required to be filed. A certified check or cashier's check that complies with this section is a good-faith guarantee on the part of the applicant that if its application is accepted it will execute the bond required under this subchapter. If the bank selected as depository does not provide the bond, the county shall retain the amount of the check as liquidated damages and the county shall select another depository as provided by this subchapter.

- (e) If for any reason a county depository is not selected under Subsection (a), the commissioners court, at any subsequent time after 20 days' notice, may select, by the process described by Section 117.023 or by negotiated bid, one or more depositories in the same manner as at the regular term.
- (f) If the commissioners court selects a depository by the process provided by Subchapter C, Chapter 262, the depository may be selected by:
 - (1) competitive bidding; or
 - (2) another method under that subchapter that the county is qualified to use.
- § 117.023. SELECTION OF DEPOSITORY. (a) At 10 a.m. on the first day of each term at which the commissioners court is required to receive applications to serve as the depository for registry funds held by the county clerk and the district clerk, the commissioners court shall enter the applications in the minutes of the court and select a depository.
- (b) After a depository is selected, the commissioners court shall return the certified checks of the applicants that were not selected. The commissioners court shall return the check of the selected applicant only after the applicant files a bond that is approved by the commissioners court.
- (c) The conflict of interests provisions of Section 131.903 apply to the selection of the depository.
- § 117.024. QUALIFICATION AS DEPOSITORY. Within 30 days after the date a bank is selected as a depository under this subchapter, the bank must qualify to serve as the depository in the same manner as is required for the qualification of county depositories under Chapter 116.
- § 117.025. DESIGNATION OF DEPOSITORY. (a) After a bank selected to be a depository under this subchapter qualifies under Section 117.024 and is selected by the commissioners court, the commissioners court shall by an order entered in its minutes designate the bank or banks as the depository for the registry funds.
- (b) A designation under Subsection (a) is effective until the designation and qualification of a successor depository or until April 15 following the term in which a depository must be selected under this subchapter, whichever is earlier. If the term of a depository ends before the designation and qualification of a successor, the depository shall pay to the clerk in whose name the account is carried all registry funds due or on deposit.
- (c) A designated depository shall provide security for the funds deposited into the registry fund accounts in the same manner as Subchapter C, Chapter 116.

§ 131.903. CONFLICT OF INTEREST.

- (a) A bank is not disqualified from serving as a depository for funds of a political subdivision if:
- (1) an officer or employee of the political subdivision who does not have the duty to select the political subdivision's depository is an officer, director, or shareholder of the bank; or
- (2) one or more officers or employees of the political subdivision who have the duty to select the political subdivision's depository are officers or directors of the bank or own or have a beneficial interest, individually or collectively, in 10 percent or less of the outstanding capital stock of the bank, if:
- (A) a majority of the members of the board, commission, or other body of the political subdivision vote to select the bank as a depository; and
- (B) the interested officer or employee does not vote or take part in the proceedings.

PLEDGE AGREEMENT FOR DEPOSITED PUBLIC FUNDS

This Pledge Agreement for Deposited Public Funds (this "Agreement"), is entered into as of the 18th day of May 2017, by and between Grayson County Treasurer ("Depositor"), and Bank of Texas, A Division of BOKF, NA, a national banking association ("BOT").

WITNESSETH:

WHEREAS, the Depositor is a public entity and, as such, is required or entitled under Texas law to obtain a pledge of assets to secure the uninsured portion of its deposit placed in banks; and

WHEREAS, BOT has been designated as a depository for certain funds of the Depositor; and

WHEREAS, BOT has agreed to secure to the extent required by law, the funds of the Depositor so deposited with BOT by conveying to the Depositor a security interest in eligible securities owned by BOT, all in accordance with applicable state and federal law;

NOW, THEREFORE, in consideration of the Depositor depositing certain of its funds with BOT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, it is agreed between the Depositor and BOT as follows:

- 1. Grant of Security Interest. BOT hereby grants to Depositor a security interest in securities pledged to secure payment of deposits made by Depositor with BOT (the "Collateral"). BOT agrees to take all actions reasonably necessary to perfect the pledge under the Texas Uniform Commercial Code (the "UCC"), and confirm same by notice to Depositor hereunder, including delivering to Depositor a written confirmation of the pledge. Each written confirmation delivered to the Depositor pursuant to this Agreement shall set forth, at a minimum, (i) a description of the Collateral pledged hereunder, including the type, cusip number, maturity date, interest rate and par amount of each security pledged, (ii) the amount of funds of the Depositor on deposit as of the date of the confirmation, (iii) the market value of the Collateral pledged hereunder as of a recent date, and (iv) a statement that the confirmation has been delivered to the Depositor pursuant to the terms of this Agreement.
- 2. <u>Depositor's Collateral-to-Deposit Maintenance Percentage</u>. For all purposes under this Agreement, Depositor's percentage of pledged assets to deposited funds under applicable law, which is one hundred and ten percent (<u>110</u>%), is hereby defined and shall be hereinafter referred to as the Depositor's "Collateral-to-Deposit Maintenance Percentage".
- 3. Additional Pledge(s). Any additional pledge of Collateral hereunder made to maintain Depositor's Collateral-to-Deposit Maintenance Percentage shall be approved by an officer of BOT duly authorized by resolutions of the BOT Loan Committee to approve substitutions of Collateral, releases of Collateral, and

- additional pledges of Collateral under this Agreement ("Duly Authorized BOT Officer").
- 4. <u>Collateral Substitution(s)</u>. BOT shall have the right, from time to time, after approval thereof by a Duly Authorized BOT Officer, to withdraw any of the pledged securities comprising the Collateral and substitute therefor other pledged securities of the same type and of like amount of the securities withdrawn upon compliance with the requirements of Paragraph 1 hereof and delivery to the Depositor of written notice of such substitution, specifically identifying the securities to be withdrawn and the securities substituted therefor.
- 5. Continuing Pledge as to Current and Subsequent Deposits. Any pledge hereunder shall be a continuing pledge and shall secure not only such deposits as are held by BOT at the time of the transfer of the Collateral to the Depositor hereunder, but also any and all subsequent deposits of funds with BOT by the Depositor, notwithstanding the account or accounts in which such funds may be held or identified by BOT. In this regard, Depositor shall provide BOT reasonable advance notice of any deposits in excess of the Depositor's customary balances.
- 6. Collateral to be Addition to FDIC Deposit Insurance. The pledge of Collateral by BOT to secure the deposits of the Depositor shall be in addition to, and shall in no way eliminate or diminish, any insurance coverage to which the Depositor may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation for the purpose of protecting the claims and rights of its depositors.
- 7. Depositor Return of Collateral to BOT.
- A) Increase in Collateral Value. It is understood and agreed that in the event that the value of the Collateral exceeds the Depositor's Collateral-to-Deposit Maintenance Percentage as a result of the increase of the market value of the Collateral ("Excess Collateral"), then BOT will so notify Depositor hereunder, and in that event any and all securities pledged as and constituting Excess Collateral under this Agreement shall be promptly released from the UCC security interest created hereunder, and BOT and the Depositor shall promptly take whatever actions may be necessary to cause a transfer of such Excess Collateral to BOT free and clear of any liens created hereunder.
- B) Deposit Balance Reduction. It is understood and agreed that in the event that the value of the Collateral exceeds the Depositor's Collateral-to-Deposit Maintenance Percentage as a result of the decline of the balance of funds of the Depositor so deposited with BOT, then BOT will so notify Depositor hereunder, and in that event any and all securities pledged as and constituting Excess Collateral under this Agreement shall be promptly released from the UCC security interest created hereunder, and BOT and the Depositor shall promptly take whatever actions may be necessary to cause a transfer of such Excess Collateral to BOT free and clear of any liens created hereunder.

- C) Deposit Account Closure. It is understood and agreed that in the event that BOT shall have paid out and accounted for all the funds of the Depositor so deposited with BOT, then and in that event any and all securities pledged as Collateral under this Agreement shall be promptly released from the UCC security interest created hereunder, and BOT and the Depositor shall promptly take whatever actions may be necessary to cause a transfer of such securities to BOT free and clear of any liens created hereunder.
- 8. BOT Representations. BOT hereby represents to the Depositor that (i) it is a national Banking association duly organized and validly existing under the laws of the United States, (ii) it has and will have at the time of delivery of any securities as Collateral under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein (iii) the execution and delivery of this Agreement and the pledge of the securities as Collateral hereunder has been approved by the BOT Loan Committee and such approval is properly reflected in the minutes of such Loan Committee and the Agreement and approval shall be maintained in and as part of the official records of BOT, and (iv) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder will not violate or be in conflict with the Articles of Association or Bylaws of BOT, any agreement or instrument to which BOT may be a party, any rule, regulation or order of any banking regulator applicable to BOT, or any internal policy of BOT adopted by its Board of Directors or the BOT Loan Committee.
- 9. <u>Binding nature of Agreement</u>. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when both of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile or digitized transmission of a counterpart signature page hereof.
- 11. Attorney's Fees. In any action brought by a party hereto to enforce the obligations of the other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorneys fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).
- 12. <u>Governing Law</u>. This Agreement shall be subject to, and interpreted by and in accordance with, the laws (excluding conflict of law provisions) of the State of Texas.
- 13. <u>Waiver</u>. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.

14. Notices. All notices or advices required or permitted to be given by or pursuant to this Agreement, shall be given in writing and in the English language. All such notices and advices shall be (i) delivered personally, (ii) delivered by facsimile, (iii) delivered by U.S. Registered or Certified Mail, Return Receipt Requested, or (iv) delivered for overnight delivery by a nationally recognized overnight courier service. Such notices and advices shall be deemed to have been given (i) the first business day following the date of delivery if delivered personally or by facsimile, (ii) on the third business day following the date of mailing if mailed by U.S. Registered or Certified Mail, Return Receipt Requested, or (iii) on the date of receipt if delivered for overnight delivery by a nationally recognized overnight courier service. All such notices and advices and all other communications related to this Agreement shall be given as follows:

If to Depositor:

Grayson County Treasurer 100 W. Houston St., Ste. A-2-2 Sherman, Tx 75090 (903)813-4252 - Telephone (903)813-4263 - Facsimile

If to BOT:

Bank of Texas, A Division of BOKF, NA P O Box 2300 – Attn: Capital Markets Tulsa, OK 74192 (918) 588-6554____ - Telephone (918) 588-6957 - Facsimile

- 15. Merger. This Agreement is the entire Agreement of the parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof. Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. Neither party hereto has relied upon any representation or warranty of the other party hereto except any such representations or warranties as are expressly set forth herein.
- 16. <u>Interpretation</u>. This Agreement, and all the provisions of this Agreement, shall be deemed drafted by both of the parties hereto. This Agreement shall not be interpreted strictly for or against either party hereto, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.
- 17. <u>No Oral Modification</u>. This Agreement may be amended or modified only in a writing which has been signed by both of the parties hereto and which specifically references this Agreement.

- 18. <u>Assignment</u>. This Agreement may not be assigned (including performance by subcontract) by either party hereto.
- 19. No Agency. Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize either Party hereto to act as agent for or representative of the other party hereto. Each party hereto shall be deemed an independent contractor and no party hereto shall act as, or hold itself out as acting as, agent for the other party hereto. The relationship between both parties hereto shall be strictly that of bank and depositor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BANK OF TEXAS, A Division of BOKF, NA.

(Signature

Title: SR Vice President

DEPOSITOR:

GRAYSON COUNTY TREASURER 100 W. Houston Street Sherman, TX 75090

By:

ATTEST:

County Clerk

•

itle: <u>Ounty Weas</u>



	AUTHORIZATION LETTER		
Cust. Legal Name:	GRAYSON COUNTY	TIN:	75-6000969
Cust. Legal Name:		TIN:	
Cust. Legal Name:		TIN:	
Cust. Legal Name:		TIN:	
		TIN:	
Cust. Legal Name:		TIN:	
appreciate your bus I warrant that the C Authorization Lette Agreement (the "Agthe Services Custo I am authorized to include, but are not designating employ may be used for given."	urn a copy of this Authorization Letter to your BOKF, NA Treasury Services and look forward to servicing your banking needs. The Customer has taken all action required to authorize me to execute and delay. The Customer has received a complete copy of this BOKF, NA Treasurement") and agrees to adhere to the Agreement and any Service Schemer requests that are covered by this Agreement, which may change from the importance of the content of the provision of Services to the limited to, giving us instructions with regard to Electronic Funds Transfer wees or agents to act in the name and on behalf of the Customer. The following notices in connection with this Agreement except as you or we provided in conjunction with your Accounts or particular Services.	iver on ry Servedules in time e <i>Custo</i> r Servicowing e	its behalf this vices Master associated with to time. omer. These may be and email address
(CUSTOMER'S L	EGAL NAME) 1 Lawkins The Law	سمعد	

[Signature of Authorized Representative]
Gayla Hawkins

[Print Name]
COUNTY TREASURER

[Print Title]
hawkins@co.grayson.tx.us

[Email Address]
6/5/2017

[Signature, if two are required by Customer]
James Richey Rivers

[Print Name]
COUNTY AUDITOR

[Print Title]
rivers@co.grayson.tx.us

[Date] [Date]

* If executing on behalf of an entity that is Customer's managing member, member, manager or general partner, include the name of that entity.





CORPORATE STATEMENT

As Secretary, Assistant Secretary or Authorized Officer of the company agreeing to the Master Agreement for Treasury Services, I do hereby certify that the person(s), whose Authorized Signatures, appears above, is (are) presently authorized by resolution(s) of the Board of Directors of the company to execute this agreement. We are entitled to rely upon this certification until written notice of its revocation is delivered to us.

GRAYSON COUNTY

CUSTOMER'SCIEGAL NAME

Signature of Authorized Representative
[This Certification should not be signed by the individual who signed the Authorization Letter unless the Customer is a "Sole Proprietorship."]

William Magers

[Print Name]

County Judge

[Print Title]

6/5/2017

[Date]



^{*} If executing on behalf of an entity that is Customer's managing member, member, manager or general partner, include the name of that entity.

A.



TREASURY SERVICES DELEGATION OF AUTHORITY FORM

You may complete this form if you wish to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization Letter.

By signing this delegation form, you authorize any person holding a specified title/postion or each individual specified by name acting alone, to execute documents pertaining to the use of Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to us for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person, as he or she deems appropriate. The signer of this form has the same authority described above for each Service with us, unless otherwise specified. We are entitled to rely upon this delegation until written notice of its revocation is received by us.

DELEGATION OF AUTHORITY TO SPECIFIC INDIVIDUALS					
Name:	SERVICE:				
ENTITY:	SIGNATURE:				
Name:	SERVICE:				
ENTITY:	SIGNATURE:				
NAME:	SERVICE:				
ENTITY:	SIGNATURE:				
NAME:	SERVICE:				
ENTITY:	SIGNATURE:				
☐ I prefer to "DECLINE" the delegation of authority to s	pecific individuals section of this agreement.				
	(CUSTOMER'S LEGAL NAME)				
	[Signature of Authorized Representative]				
	[Print Name]				
	[Print Title]				
	[Date]				

^{*} If executing on behalf of an entity that is Customer's managing member, member, manager or general partner, include the name of that entity.





Welcome to BOK Financial

Thank you for selecting BOK Financial for your Treasury Management business needs. We are committed to providing our customers a full line of competitive cash management services designed to maximize your company's cash flow while reducing your administrative and internal processing costs. We combine the latest technology with an emphasis on personal service to help deliver customized treasury solutions to our customer. If you have any questions regarding our treasury products and services or information in this Agreement, please contact your Treasury Management Officer.

This Agreement contains the terms and conditions under which we will provide you with the Treasury Services described in this document. The Services will also be subject to the terms of your Account Agreement and any Service Schedule associated with a selected Service. Please read these documents carefully and keep them for your records.

By signing and returning this Authorization Letter, you agree to the provisions in each section that describes the Services we provide to you. You also agree to the provisions, terms and conditions that apply to all Services including the General Provisions section and the Software License Section (if we provide any Software in connection with one or more Services). You may begin using requested Services when we have received and approved all required and properly completed Service Schedules and you have successfully completed any testing or training requirements. This Agreement supersedes other agreements between the parties with regard to the provision of Services described in this Agreement.

Capitalized terms used in this Agreement, not otherwise defined, are defined in the Glossary located in the back of this document. The terms "we", "us" and "our" refer to the BOKF, N.A. and its Affiliates that provide you a particular Service under the terms of this Agreement. The terms "you", "your" and "*Customer*" refer to the organization specified below. The provisions in the Agreement pertaining to the law governing the Agreement shall apply the law of **Texas**. The provisions in the Agreement pertaining to venue shall provide for venue in **Dallas (TX)** County.



I, GAYLA HAWKINS	hereby certify that I	am an officer, member, manager, director or general partner (or person
(hereinafter referred to as "Custon adopted by the governing body of	Customer in accordance with all re	er) of GRAYSON COUNTY ify that the following is a true and correct copy of a Resolution duly equirements of law and of Customer's organizational documents, that mer, and that said Resolution has not been rescinded or modified and
execute and deliver to Landmark	Bank NA (hereinafter referred to	ignatures of the persons (each an "Authorized Signer") authorized to as "Bank") the Business Services Agreement and Business Services Bank, which has been reviewed and approved by the governing body:
Printed Name	Title	Signature 2
GAYLA HAWKINS	County Treasurer	Signature de la companya de la compa
JAMES RICHEY RIVERS	County Auditor	ORe de Pares
	• • • • • • • • • • • • • • • • • • • •	7 - 5,7
· · · · · · · · · · · · · · · · · · ·		
	Authorized Signers are authorized, nda to the Agreement in writing to l	for and on behalf of Customer, to execute and elect any alternative Bank.
Company Users of Customer, purs	uant to the Agreement (each as define	uthority to designate, and revoke the designation of, Supervisors and ned in the Agreement) and that Administration Supervisors shall have Company Users of Customer pursuant to the Agreement.
RESOLVED FURTHER, that such to act on behalf of the Customer pu		n Supervisors and Company Users shall have full power and authority
written notice from Customer of the	he revocation thereof by a resolution given by Customer to Bank	tion will continue in full force and effect until the Bank shall receive in duly adopted by the governing body of Customer and shall not be a that is not specific to the Agreement, notwithstanding anything in a
	ies that each of the individuals listed nt there to is the signature of such in	above currently holds the title indicated adjacent to his/her name, and dividual.
	dersigned has caused this Certificate 17	to be executed and the seal to be hereunto appended this 6 day
Tax Identification Number 75	56000969	4
Please affix		
(Seal)	Signati	ire: Aayla Jankus
	Ti	tle: County Treasurer



BUSINESS SERVICES AGREEMENT

VERSION DATED MARCH 21, 2016

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INTRODUCTION

This Business Services Agreement (this "Agreement") governs your use of the Business Services you have requested on the Business Services Request Form and we have approved for your use. The terms of the Business Services Request Form are hereby incorporated into this Agreement. In the event of an inconsistency between this Agreement and the Business Services Request Form, this Agreement shall govern.

1. Applicability.

To obtain a Business Service, you must request the Business Service on the appropriate portion of the Business Services Request Form. Any use by you of a Business Service will be governed by Part I: General Terms, which applies to all Business Services, and the applicable Part for the Business Service(s) you have requested on the Business Services Request Form. Capitalized terms used but not otherwise defined within the Agreement have the definitions set forth in Schedule 1.

2. Governing Documents.

By enrolling in or using any of the Business Services, you agree to the terms of this Agreement. Please read this Agreement carefully and keep a copy for your records. Your Accounts will continue to be subject to the applicable Account Terms and Conditions, except as noted in this Agreement. Your Accounts and the Business Services will also be subject to the following:

- the terms or instructions appearing on a screen when using a Business Service;
- our rules, procedures and policies applicable to the Accounts and the Business Services;
- the rules and regulations of any funds transfer system used in connection with the Business Services; and
- applicable state and federal laws and regulations.

These procedures, policies, laws and regulations may change from time to time without notice to you unless required by law.

PART I: GENERAL TERMS

1. Compliance, Your Records and Review of Account Information.

We, acting on our own behalf or through third parties, will have the right to audit your compliance with this Agreement during regular business hours and upon reasonable notice to you. You will retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following the applicable transaction. You will regularly and promptly review and verify all information provided to you concerning the Business Services, including without limitation account statements, electronic reports, other reports, check payment records, adjustments, charges, billing statements, and other transactions and, within thirty (30) days or such shorter time period set forth in the terms and conditions governing a Business Service or as governed by Applicable Law, you must notify us using one of the methods specified in Section 27 of Part I, of any error or discrepancy between your records and any information we make available to you, or any transaction or transfer which you believe was not authorized. Your failure to notify us of an error or unauthorized transaction within that time period will relieve us of any liability and the information made available to you will be deemed accurate.

2. Your Responsibilities for Providing Access to the Services.

- a. You must immediately notify us either by phone at the number specified in Section 27 of Part I (or if it is after business hours, leave a message with the best daytime phone number for us to reach you during the next Business Day), if you believe that the security of your Access Credentials have been compromised or any fraudulent activity has occurred with respect to any of the Services.
- b. You are solely responsible, and we will have no liability for the following:
 - A. All actions you take or fail to take with respect to your use of the Business Services, and establishing and implementing internal procedures to safeguard all Access Credentials;
 - B. Any activity of any kind, including fraudulent activity or corruption of your system, generated by you or through use of the applicable Security Procedures or Access Credentials, including creation and distribution of new Access Credentials created using the applicable Security Procedures, that occur before you notify us of the breach and we have had reasonable time to implement corrective measures;
 - C. Actions or inactions by any Authorized Signer, Company User, or any other person you designate as having responsibility for issuing requests or Instructions or for delegating authorities and access to Business Services to other persons on your behalf, and any person that you or any Authorized Signer, Primary User, or Company User provides Access Credentials; or
 - D. The provision, repair and maintenance of any equipment you use to access the Business Services.

3. Security Procedures

Certain Business Services require that you follow a Security Procedure in order to use such Business Service and you will comply with all mandated Security Procedures, including any internal controls, as required by us from time to time. Each time you use the Business Services, you acknowledge that you have been provided the Security Procedures and that the Security Procedures are

commercially reasonable for you. We may rely without investigation on any Instruction or order you issue to us provided through the applicable Security Procedures, instructing us to take any action, perform any Business Services or to perform a Business Service in a particular manner and you will be bound by the Instruction or order regardless of whether you actually authorized the Instruction. We reserve the right to change the Security Procedures upon notice to you and following the effective date of such change, the new Security Procedures will become the Security Procedures selected by and agreed to by you if you use the particular Business Service after the date of notice of the amendment. The purpose of Security Procedures is to confirm the authenticity of Instructions and is not to detect errors or inconsistencies in the Instructions.

4. Authorized Signers, Primary User, and Company Users

Authorized Signers are authorized to appoint a Primary User and Company Users with respect to the Business Services. A Primary User can add and delete Company Users, which can also be an Authorized Signer and/or a Company User with the Administrator role. A Primary User appointed by an Authorized Signer must also be an Authorized Signer; provided, however, that if an Authorized Signer appoints a Primary User that is not also an Authorized Signer, Company shall be liable for all acts of the Primary User, including without limitation, acts of Company Users appointed by such Primary User. Each Authorized Signer, Primary User and Company User is authorized to act on your behalf in all actions taken under this Agreement, including, without limitation, submitting enrollment forms or signing up for Services and entering into all transactions contemplated in this Agreement. Authorized Signers, Primary User, and Company Users will have access to your Accounts and will have the ability to give us instructions, access information, and otherwise use the Business Services. If amendments to this Agreement are posted to the Website, Authorized Signers, the Primary User, and Company Users have the authority to bind you to those amendments by either indicating acceptance of those amendments or by continuing to use the Business Services. We may act upon any oral or written instructions we receive that we believe in good faith to have been given by one of your Authorized Signers, the Primary User, or Company Users (including instructions sent by facsimile, e-mail, or other electronic method). We are not required to obtain the consent or give notice to any other Authorized Signer, Primary User, or Company User to act on such instructions. We will not act on the instructions of an Authorized Signer, Primary User, or Company User if (1) their authority has been terminated, (2) we have been notified of the termination in writing, and (3) we have had a reasonable time to act upon that notice, including without limitation, cancellation of such person's associated Access Credentials. We may assume any person with Access Credentials that follows any relevant Security Procedures has authority to act on your behalf and you will be liable for all acts of such person unless and until we are notified in writing that the Access Credentials being used by the person should be terminated and have had a reasonable opportunity to terminate the Access Credentials.

5. Credit Risk.

We may from time to time, in our sole discretion, impose Exposure Limits or change Exposure Limits on the aggregate amount of transactions that you may initiate for one or more Business Services. We may, in our sole discretion, not disclose the amount of Exposure Limits for security purposes. We may, in our sole discretion and upon notice to you, require you to maintain reserve balances in one or more Designated Accounts. We may require you to provide appropriate information to enable us to assess the credit risk associated with providing the Business Services to you, including, but not limited to, providing us with your current and past financial statements. In connection with our provision of the Business Services to you, you authorize us to gather credit information regarding you from other sources, including one or more credit bureaus. If you exceed your Exposure Limits, we will have no obligation to process your transactions.

6. Your Representations and Warranties

By obtaining any Business Service from us, you represent and warrant as follows:

- You are duly organized in accordance with the laws of the jurisdiction of your organization;
- b. Each person you submit to us as an Authorized Signer, Primary User, or Company User or in any other capacity from time to time is properly authorized to act on your behalf and we may rely on signatures or other oral or written Instructions from such person as conclusive authority for them to act on your behalf, to bind you to the terms of this Agreement, and to agree to any amendments to this Agreement on your behalf.
- c. Each time you use a Business Service, you further represent and warrant that:
 - A. You are validly existing and in good standing under the laws of the jurisdiction of your organization;
 - B. Your assent to the Agreement is authorized and that your obligations hereunder are your legal, valid and binding obligations;
 - C. Each Authorized Signer, Primary User, or Company User or other representative providing any Instruction to us has the requisite power and authority to act on your behalf and that you have taken all necessary action to perform your obligations under the Agreement and with respect to any Business Service you use;

- D. Any consent or authorization of any governmental authority or third party required to be obtained by you in connection with the Agreement or any Business Service has been obtained and is in effect;
- E. The Business Services are not intended to and will not be used by you or any of your representatives or agents for personal, family or household purposes, unless otherwise agreed in writing by us; and
- F. You are authorized to receive access to and, if the Business Service involves the transfer of funds to or from any account, to transfer funds to or from the account (as applicable) and to otherwise transact business with reference to such account, whether or not the account is in your name or is associated with your taxpayer identification number.

7. Your Records and Media.

You will provide us all records and data processing media necessary to perform requested Business Services. The records will be legible, correct, complete, and in the format specified for the applicable Business Service or as otherwise required by us. Any Checks will be MICR encoded according to our specifications. Within sixty (60) days of termination of this Agreement, you will instruct us in writing as to whether we should return or destroy any data processing media furnished by you (except to the extent we are required to maintain such information pursuant to Applicable Law), and any records produced as a result of the expiring Business Services. If you do not instruct us within sixty (60) days, we may destroy, retain or return any such material, and will have no responsibility to you for such material. All specifications, tapes, or other media programs and procedures utilized or developed by us in connection with the performance of the Business Services, will be and remain our property and upon our request, you will promptly return such items in good repair, subject only to normal wear and tear.

8. Your Failure to Furnish Satisfactory Records or Media.

Our performance is based on our timely receipt of accurate and complete data for each Business Service, in the agreed upon form, which can be used on our internal systems or equipment. If you do not meet any of these requirements, we will: (a) no longer be bound to the normal delivery schedule, (b) be authorized to charge you for converting nonstandard data into standard form or complete missing data, and (c) be authorized to deliver as complete and finished whatever portion of Business Services can be performed with the data available.

9. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR THIRD-PARTY CLAIMS OR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO, CONNECTED WITH OR PERTAINING TO EITHER THE AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY BUSINESS SERVICES HEREUNDER. These limitations will apply whether or not the likelihood of such losses or damages was known or should have been known by us, regardless of the legal or equitable theory of liability you advance. Your exclusive remedy for any cause of action against us or against our affiliates, agents or employees whatsoever and regardless of the form of action (whether in contract or in tort, including negligence) will be limited to your actual, proven damages that are the immediate and direct result of our action or failure to act that constitutes gross negligence, willful misconduct or fraud. Even if we are deemed liable to you with respect to any Business Service or the provision, our liability to you will not exceed the Fees you incurred for that particular Business Service for the preceding twelve (12) months, except to the extent required by UCC 4A. If UCC 4A governs, we will be liable only for damages required to be paid under UCC 4A or Regulation J of the Federal Reserve Board and our liability for loss of interest will be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank operating in the district where our headquarters is located for the period of time involved. Additional limitations of liability for a specific Business Service may appear in the specific sections applicable to such Business Service.

10. Independent Contractors

Our relationship with you is that of an independent contractor. Nothing contained in the Agreement will be construed to create any partnership or joint venture between you and us.

11. Services

You may request any and all Business Services by executing the Business Services Request Form for that particular Business Service. We reserve the right to approve or reject any request for Business Services and impose conditions on the receipt of any Business Service consistent with our regular banking practices. We may add or cease to offer Business Services in our discretion from time to time.

12. Fees, Costs and Expenses

Any monthly Fees for access to a particular Business Service are set forth on the Business Services Request Form. In addition, Fees for certain types of transactions and certain features of the Business Services will apply when those transactions are made or features used as part of the Business Services, which are listed on the Business Services Request Form. Any such Fees will be

deducted from your Account which utilized the feature, unless otherwise designated, for which a transaction or other fee is applicable. All Fees may be amended by us at any time upon written notice to you, which may be mailed to you or posted on the website we use to provide the applicable Business Service. Use of the respective Service after expiration of the notice period constitutes your consent to the change in Fees. No Fees will be refunded or prorated if a Business Service is terminated prior to the end of the applicable billing period. In addition to the Fees, you will pay us for (a) all reasonable attorneys' fees and other costs and expenses we may incur in collecting amounts you owe in connection with the Business Services; (b) the amount of taxes levied or based on the Fees, if any, including without limitation, federal, state or local privilege, excise or sales taxes (other than our income taxes); and (c) third party expenses incurred on your behalf for a particular Business Service. You acknowledge that your Internet service provider, mobile device provider or mobile device carrier may charge you Internet access fees and charges in connection with accessing the Business Services.

13. Payment of Fees

Except as otherwise set forth for a specific Service, Fees are payable monthly. We are authorized to charge the Fees on the due dates to any Account. You may request that we charge Fees to a specific Account, but if there are insufficient funds in the designated Account, we may charge any Account.

14. Cutoff Times; Timeliness of Action; Funds Availability

We establish cutoff times for various purposes and each Business Service may have different cutoff times. Information, Instructions, data or requests received in accordance with this Agreement, but after an applicable cutoff time, will not be considered received by us until the following Business Day. We will have a reasonable time to act on any Instruction, order or request of any kind. The cut-off time for transfers completed between your Landmark accounts through Business Premium are set forth on the Business Services Request Form. All transfers initiated between your Landmark accounts after the cut-off time set forth on the Business Services Request Form will be posted on the next Business Day. You acknowledge that you have been provided with our current funds availability policy, and that our current funds availability policy is available at any time upon request by contacting us at the phone number, address, or e-mail address in Section 27 of Part I of this Agreement.

15. Our Authority

You authorize us to take any and all actions necessary, including making transfers to and from Accounts, to provide the Business Services. You authorize us to instruct third parties, accept Instructions from third parties and to effect all transactions necessary to provide the Business Services according to your Instructions.

16. Our Reliance

We may rely on any resolution, authorization, communication, instrument, document or Instruction we believe in good faith to be genuine and correct and to have been given, signed and/or sent by you or on your behalf, including such items sent by any Authorized Signer, Primary User, or Company User. We will not be liable to you for the consequences of any such reliance. This provision does not supersede any Security Procedures applicable to a Service that require Instructions to be given or confirmed in a particular manner. We will have no obligation to review any data or to correct any error in any data or Instruction you provide to us.

17. Your Agents

If you authorize any third party to act on your behalf with respect to any Business Service, the third party will be deemed to be acting as your agent with respect to the Agreement. All terms of the Agreement will apply to the third party and you will be legally bound by and responsible for all actions, Instructions and inaction of such third party. We may, at our option, require such third party to execute such documents as we may deem necessary and appropriate in order to access Business Services on your behalf. We may refuse to permit a third party to access any Business Services on your behalf.

18. Confidentiality

You will use any Confidential Information obtained from us only as we specify in this Agreement, any Supplemental Documentation, and in the ordinary course of using the Business Services. All specifications, programs, concepts and techniques developed or utilized by us for you or provided by us to you in connection with the provision of Business Services are and will remain our sole property or the property of the third parties from whom we have obtained a license or other right of use. You agree to keep our Confidential Information confidential and will limit access to our Confidential Information to your employees and other representatives who require access in the normal course of their duties. You must notify us immediately by phone at the number set forth in Section 27 of Part I (or if it is after business hours, leave a message with the best daytime phone number for us to reach you during the next Business Day), if you suspect any of our Confidential Information has been compromised, disclosed or used in an unauthorized manner or by an unauthorized person.

19. Compliance with Law

You must comply with all Applicable Law in connection with the Business Services, including without limitation, not acting on behalf of or transmitting funds to or from any person, entity or government authority subject to sanctions enforced by OFAC. You agree to indemnify and hold us harmless for any and all fines and assessments imposed on us as a result of any alleged violations

of Applicable Law by you, your Authorized Signers, Primary User, and Company Users, agents or employees. You will not use any Business Service in connection with any illegal activity. Restricted Transactions, as such term is used in 12 CFR Part 233 – Prohibition on Funding of Unlawful Internet Gambling (Regulation GG), may not be processed through your Account(s) or the Business Services.

20. Provision of Services/Standard of Care

Our duties and responsibilities are limited to those specifically described in this Agreement. We will exercise commercially reasonable care in performing our obligations, unless otherwise expressly provided herein.

21. Disclaimer of Warranties

WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED TO ANY SERVICE, INCLUDING ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF ANY SERVICES FOR YOU, OR AS TO ANY EQUIPMENT OR SOFTWARE PROVIDED BY US OR THE COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH YOUR COMPUTER SYSTEMS, SOFTWARE OR EQUIPMENT. You acknowledge that the Business Services are provided by us without representation or any of the warranties discussed above and that we are not responsible for determining the accuracy, timeliness or completeness of information provided to us by you or any third party.

22. Non-Performance

We have no responsibility for non-performance of one or more Business Services, or any loss arising directly or indirectly, in whole or in part, by any of the following (and you release us from the same): (a) fire, flood, earthquake, windstorm, other natural casualty, breakdown in equipment, lockout, strike, unavoidable accident, act of God, riot, war, act of terrorism, or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or emergency that prevents us from operating normally, labor disturbance, our inability to obtain labor, materials or transportation in a timely manner, electrical, communication, telecommunication, word processing or computer failure or interruption of service (whether hardware, software or both) and which failure or delay in performance is not within our direct and reasonable control; (b) any act, failure to act or delay in acting on the part of any person not within our reasonable control, including you or your employees or agents (apparent or otherwise) or anyone else acting on your behalf, (c) negligence or misconduct by you, any of your Authorized Signers, Primary User, or Company Users or any other representatives, (d) any inaccuracy or ambiguity (in our reasonable opinion) in any information given to us by you (including, without limitation, any incorrect, incomplete or untimely information), or (e) any other cause or circumstance beyond our reasonable control, whether similar or dissimilar to any of the foregoing.

23. Indemnity

You will indemnify, reimburse and otherwise hold us harmless for any and all costs, losses, claims, taxes, expenses, liabilities and damages incurred or sustained by us in good faith and without our willful misconduct or gross negligence in the performance of or with respect to any Business Service. We may set off any amount to which we are entitled under this Section or otherwise relating to any of the Business Services under this Agreement, against any amounts or obligations owed by you to us, whether under this Agreement or otherwise. Our exercise of this right will not constitute a breach, default or event of default under this Agreement or under any other agreement between you and us. Neither the exercise of nor the failure to exercise any of this right will constitute an election of remedies or limit us in any manner in the enforcement of any other remedies that may be available to us. Additional indemnification obligations may also apply to specific Business Services as set forth in the applicable sections of this Agreement regarding those Business Services.

24. No Extension of Credit

Neither this Agreement, the provision of any Business Service, nor the terms of any Supplemental Documentation will be construed to obligate us to create an overdraft or pay any amount in excess of your collected and available funds to or on your behalf unless we expressly agree to do so in writing. In the event any actions initiated by you should result in an overdraft in any of its accounts, you will immediately repay the overdraft.

25. Governing Agreements

You agree that all of the Accounts, all transactions affecting the Accounts, all Business Services offered by us from time to time and all functions offered by us from time to time in connection with the Business Services will be governed by the terms of this Agreement, the Account Terms and Conditions, and all Supplemental Documentation with respect to each Business Service. The provisions of this Agreement will prevail over any inconsistent provisions that may be contained in the Account Terms and Conditions. This Agreement replaces any Electronic Banking Services Agreement you may have previously entered into with us.

26. Termination

We may, without notice, terminate this Agreement and/or any Business Service if (a) you do not comply with this Agreement, the Account Terms and Conditions, any applicable Supplemental Documentation, or any other agreement, loan arrangement or other relationship you have with us, (b) if we determine, in our sole discretion, that continuation of the Service generally or continuation

of the Business Service to you, would constitute an unacceptable risk of loss, including without limitation, in the event of a material change in your financial condition, or (c) if you file a petition under the U.S. Bankruptcy Code or such a petition is filed against you. In addition, either party may terminate this Agreement or any Business Service (except as specifically stated in the sections specific to such Business Service) at any time by providing the other party with thirty (30) days prior notice. A termination of this Agreement under this Section will be deemed a termination of all Business Services. A termination of a Business Service will not constitute a termination of this Agreement or any other Business Service. After termination of this Agreement for any reason, this Agreement will continue to apply to all transactions which were initiated prior to termination and Sections 9, 12, 16, 18, 23, 26, and 28(c) and (d) of Part I, Sections 1(f)(iv), 13 and 15 of Part III, and Sections 9 and 10 of Part V will survive termination.

27. Notices

All communications and notices provided by us to you pursuant to this Agreement will be provided in writing to you at the postal or other address set forth on the Enrollment Form (as such address may be updated from time to time in our records), by e-mail or as specifically provided for a particular Service. You understand that e-mail (other than secure e-mail) is inherently insecure due to the possibility of error, delay or observation or receipt by an unauthorized person. You should not transmit sensitive information through e-mail (other than secure e-mail) to us.

If you have questions or need further information about the Business Services, you may contact us by phone at (866) 818-4830, by e-mail at Business.Services@LandmarkBank.com, or in writing at Landmark Bank, P.O. Box 1867, Columbia, MO 65205-1867.

28. Miscellaneous

- a. Amendments. Unless otherwise provided for under the provisions of a Business Service described in this Agreement, this Agreement may be amended by us at our discretion upon notice to you. By using any of the Business Services after the effective date of such amendment, you will be deemed to have agreed to such amendment. Other amendments may be made upon written amendment, executed by both parties.
- b. <u>Severability</u>. If any provision will be ruled invalid by a court of competent jurisdiction, that provision will be deleted but the remaining provisions of the Agreement will continue intact.
- c. <u>Governing Law</u>. This Agreement will be governed by the laws of the State of Missouri. Notwithstanding the foregoing, any transactions transmitted through the automated clearing house network governed by NACHA will be governed by the laws of the State of New York.
- d. Venue; Jurisdiction; Service of Process; Jury Trial Waiver. Each of the parties hereby submits itself to the exclusive jurisdiction and venue of any state court located within Boone County, Missouri or the United States District Court for the Western District of Missouri and agrees that such courts for purposes of any action will be the exclusive venue for any action at law, suit in equity or other judicial enforcement of this Agreement or any provision thereof or for any action for damages for breach of this Agreement. By utilizing any of the Business Services, you irrevocably consent to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to you at the address you provide us for notices in accordance with this Agreement. EACH PARTY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY BUSINESS SERVICE OR TRANSACTION HEREUNDER.
- e. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their permitted successors and assigns. We will not be bound by any agreement or representation made by any of our employees or representatives that is in conflict with the Agreement, unless that agreement or representation is contained in an agreement or amendment validly executed by us. We will not be deemed to waive any right or power under this Agreement as a result of any delay in exercising such right, nor will any single or partial waiver or exercise of any right or power limit our ability to subsequently fully exercise the right or power or to exercise any other right or power under the Agreement. The rights and remedies set forth in this Agreement are cumulative and not exclusive of any other rights or remedies available to us.
- f. Entire Agreement. This Agreement, the Consent to Electronic Delivery, and any Supplemental Document represents the complete statement of the agreement between the parties for the Business Services, and supersedes any and all prior agreements and understandings with respect to the Business Services. In the event of any conflict between this Agreement or any Supplemental Documentation, this Agreement will control unless specifically provided in the other documentation, specifically referencing this Agreement. Any provision of this Agreement or any Supplemental Documentation which is deemed to be unenforceable will only be ineffective to the extent of such unenforceable provision, without invalidating the remaining provisions of the document.

g. <u>Assignment</u>. You may not assign your right to receive the Business Services without our prior written consent. We may delegate our obligation to perform Business Services to an appropriate third party as determined by us in our sole discretion. We may provide certain Business Services through third-party service providers.

PART II: BUSINESS PREMIUM INTERNET BANKING

1. Business Premium Internet Banking Service

- a. <u>Business Premium Internet Banking</u>. Business Premium Internet Banking ("<u>Business Premium Internet Banking</u>" is a Business Service available at our website at https://www.landmarkbank.com (the "<u>Website</u>"). Through Business Premium, you may access an Account to:
 - view balances, transaction history, paid checks, deposit slips and images of deposited items, account statements and other information related to your Account;
 - transfer funds between Accounts held at the Bank
 - transfer funds to an account at another financial institution ("External Transfer")
 - perform self-service transactions including changing your Access Credentials, changing your address information (e.g. phone, mobile phone, e-mail), and managing certain Account preferences; submitting Stop Payment Orders, and
 - download Account information for use with certain computer software.

We may, from time to time, offer and introduce new features through Business Premium. We will update Business Premium to include these new features. By using these features when they become available, you agree to be bound by any rules provided to you concerning these features.

- b. <u>Bill Payment</u>. The Business Premium Bill Payment Service ("<u>Bill Payment</u>") is provided by Bank to you through a third party service provider, Fidelity National Information Services ("<u>FIS</u>") and can be accessed by links within Business Premium Internet Banking. Bill Payment gives you the ability to schedule and make payments to individuals or businesses in the United States and in U.S. territories. Qualifying payments may be scheduled as early as the next Business Day or up to one year in advance. Payments may be set up as a single, recurring, or automatic payment and may be modified or cancelled while they remain in a pending status. You may also sign up to receive bills from qualifying companies electronically (eBills). Details and instructions concerning use of Bill Payment and additional terms and conditions which govern Bill Payment can be found within Business Premium Internet Banking.
 - A. <u>Definitions</u>. For purposes of this Section 1(b) of Part II, the following terms are defined as follows:
 - (A) "Due Date" is the date reflected on your Payee Statement for which the payment is due; it is not the late date or grace period.
 - (B) "Payee" is the person or entity to which you wish a payment to be directed or is the person or entity from which you receive electronic bills, as applicable.
 - (C) "Payee Statement" is the statement you received from a Payee indicating the amount you must pay to the Payee.
 - (D) "Payment Account" is your Account at Bank from which bill payments will be debited.
 - (E) "Payment Instruction" is the information provided by you to the Bank using Bill Payment for a payment to be made to a Payee (such as amount of payment, Payee name, Payee account number, and Scheduled Payment Date).
 - (F) "Scheduled Payment" is a payment that has been scheduled through Bill Payment but has not begun processing.
 - B. <u>Authorization</u>. By using Bill Payment, you authorize us to process the payments and other transactions you request from time to time through use of Bill Payment. You also authorize us to debit your Payment Account(s) in accordance with this Agreement. This Agreement does not alter your liability or obligations that currently exist between you and your Payees. We may, at our option and in our sole discretion, remit, stop, cancel and manage payments, cancel payments, refuse to permit you to use Bill Payment or to pay any Payee, or terminate your right to do so at any time.

- C. <u>Scheduling Payments</u>. When you schedule a payment through the Service, you must allow sufficient time for the Payee to receive and process the payment before the Due Date. If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges or other actions taken by the Payee. Payments may take several Business Days to reach the Payee, as the payments may be made electronically or by check.
- D. Expedited Payments. You may choose to make an expedited payment, either electronically or by overnight check. Electronic expedited payments are available only for certain Payees and will display to you when scheduling a payment if an expedited payment could be received by the Payee sooner than a standard payment. Overnight check payments may be scheduled for delivery on the next Business Day. You are responsible for providing accurate and complete Payment Instructions, including entering and verifying the address for an Overnight Check to ensure it is a valid overnight package address for the Payee. Expedited payments are subject to an additional fee.
- E. <u>Late Payments</u>. Some transactions may take longer to be credited to your account at a Payee due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions. We have no responsibility for any late payment charges that may imposed by a Payee should a payment be credited to your account at a Payee after its Due Date.
- F. Payment Authorization. By providing us Payment Instructions through the Service, you authorize us to follow all such Payment Instructions. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee instructions. By making a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf in accordance with the Payment Instruction. You also authorize us to credit your Payment Account for payments returned to us, or payments remitted to you on behalf of another authorized user of the Service.
- G. <u>Payment Methods</u>. We reserve the right to select the method for remitting funds on your behalf to a Payee. These payment methods may include, but are not limited to, an electronic payment, an electronic to check payment, or payment by a physical check. We reserve the right to impose limits on the dollar amount(s) of payments and to change these limits at any time without prior notice to you.
- H. <u>Cancelling Payments</u>. You may cancel or edit any Scheduled Payment (including recurring payments) by logging into Bill Payment and following the directions. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, however, it cannot be cancelled or edited. If you wish to cancel a payment after we have begun processing such payment, you must contact us at the phone number specified in Section 27 of Part I. Although we will attempt to accommodate your request, you acknowledge and agree that we will have no liability for failing to do so and we may also require you to present your stop payment request in writing within fourteen (14) days.
- I. <u>Prohibited Payments</u>. Payments to Payees outside of the United States or its territories or payments prohibited by law, including payments to unlawful Internet gambling sites may not be made through Bill Payment.
- J. <u>Exception Payments</u>. Tax payments and court ordered payments are exception payments which may be scheduled through Bill Payment; however, you acknowledge and agree that such payments are discouraged and are scheduled at your own risk. IN NO EVENT SHALL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM YOUR REQUESTING AND SCHEDULING ONE OF THESE TYPES OF PAYMENTS.
- K. <u>Bill Delivery and Presentment</u>. This feature allows you to receive electronic bills from participating Payees. Your activation of the electronic bill feature for a Payee authorizes us to obtain bill information from the Payee on your behalf. If you elect to activate one of the electronic bill options, you also acknowledge and agree to the following:
 - (A) Information provided to the Payee. By requesting electronic bill delivery through the Service, you authorize us, for purposes of authenticating your identity and to activate the display of the electronic bill, to provide to the Payee your e-mail address, service address, user name, password, or other information specifically requested by the Payee at the time of activating the electronic bill for that Payee. The information you provide to us is governed by our privacy policy. However, the information practices of participating Payees are not covered by our privacy policy. You should contact your Payee regarding its information practices if you have questions regarding a Payee's use of your information.

- (B) Activation. Upon activation of the electronic bill delivery and presentment feature we may notify the Payee of your request to receive electronic billing information. Neither we nor you can require a Payee to accept a request to receive electronic bills through the bill delivery and presentment feature of the Service. Each Payee has the right to accept or deny your request to receive electronic bills. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your bill(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current.
- (C) Presentment and notification of electronic bills. We will use our best efforts to present all of your electronic bills promptly. However, we cannot assure you that you will receive your electronic bill from any Payee at any time. Therefore, it is your sole responsibility to contact your Payees directly if you do not receive your electronic bills. In addition to notifying you of the receipt of an electronic bill within Bill Payment, we may (at our option) send an e-mail notification of receipt of an electronic bill to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. Because you may not receive e-mail notifications, it is your responsibility to periodically logon to Bill Payment and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are solely responsible for ensuring timely payment of all bills.
- (D) Cancellation of electronic bill notification. Any participating Payee, Bank, or you may cancel the presentment of electronic bills at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your Payee(s) as to the cancellation of electronic bill presentment and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- (E) Delivery, accuracy and dispute of electronic bill(s). You agree to hold us harmless should the Payee fail to deliver your electronic bills. You are solely responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly. We are not responsible for the accuracy of your electronic bill(s). We simply present the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.
- L. <u>Responsibility</u>. You are responsible for all transfers that you authorize through Bill Payment. You are also responsible for all transactions completed by persons to whom you have given your user ID and/or password. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.
- M. <u>Limitation of Liability</u>. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS OR AS REQUIRED BY APPLICABLE LAW, THE SERVICE IS PROVIDED TO YOU "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

c. Mobile Banking

- A. The Mobile Banking Service. "Mobile Banking" is offered to Business Premium customers via Mobile Web Browser, or an application from us that may be downloaded on your mobile device ("Mobile App"). Mobile Banking is a Business Premium Service that allows you to view Account balances, make transfers between Accounts, view recent transactions which occurred on an Account,, look up Bank locations and ATMs, or to contact us. Business Premium customers with features enabled by the Bank, may choose to allow their business Users access to them via Mobile Banking (e.g. make Bill Payments to existing Bill Payment payees, allow them to authorize ACH or Wire Transfer transactions within Mobile Web Browser or the Mobile App). This entitlement is controlled by the Primary user or Company Users with the Administrator Role within Business Premium. We may offer additional or different functionality to Mobile Banking from time-to-time.
- B. Availability and Use. You acknowledge that Mobile Banking is dependent upon the availability and quality of the cellular/wireless network through which you are accessing Mobile Banking and, as a result, Mobile Banking may not be accessible or have limited utility depending upon your choice of wireless network and/or the availability of data services provided by your mobile carrier. We cannot guarantee and are not responsible for

the availability or utility of your wireless service. You may be charged fees by your mobile carrier. When you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with your service providers and this Agreement does not amend or replace any of those agreements. You agree that only your mobile service provider is responsible for its products and services. You agree to resolve any problems with your provider directly without involving us. All Primary Users and any Company Users entitled to use Mobile Banking will be required to accept the Mobile Banking Addendum (attached as Appendix A to this Agreement) the first time they log in to Mobile Banking.

- C. <u>Device Security</u>. You understand that although our mobile web browser and applications are encrypted and you are required to authenticate your mobile number, data transmitted to mobile devices is not encrypted, meaning that others may be able to intercept transmissions of data relating to your Accounts. You agree to take precautions to protect the security and integrity of your Accounts when using Mobile Banking, including but not limited to (i) not leaving your mobile device unattended while logged into Mobile Banking; (ii) logging off immediately after using Mobile Banking; (iii) deleting SMS banking messages; and (iv) not providing your Access ID for Mobile Banking to any unauthorized person. You agree that you are solely responsible for all transactions made with respect to your Accounts by any person you allow to use your mobile device, login information or other means of accessing Mobile Banking.
- D. <u>Mobile Remote Deposit</u>. Mobile Remote Deposit is a feature available through the Mobile App that allows you to make deposits to your Checking or Savings Accounts by photographing your Checks and delivering the images to us through the Mobile App for deposit. All the terms and conditions of Mobile Banking apply to Mobile Remote Deposit. By using Mobile Remote Deposit, you agree to the following applicable terms and conditions:
 - (A) <u>Image Quality</u>. The image you submit using Mobile Remote Deposit must include both the front and the back of the Check and must be legible, as determined in our sole discretion. The image you submit must include a complete and accurate representation of the Check. The image quality of the Check must comply with any requirements established by any clearing house or association or any regulatory agency.
 - (B) <u>Eligible Deposit Items</u>. By using Mobile Remote Deposit, you agree to photograph only Checks. You agree that the image of the Check transmitted to us shall be deemed an "item" within the meaning of UCC 4A. You may only submit Checks that are payable to you in U.S. dollars and drawn on a U.S. bank. We reserve the right to change the types of Checks that may be deposited without prior notice to you. By submitting an item through Mobile Remote Deposit, you warrant that the item was an eligible item as described above. You further warrant that all information you provide to us is accurate and you are not aware of any factor that could impair the collectability of the Check. You agree to indemnify us from any loss for breach of these warranties.
 - (C) <u>Deposit Limits</u>. We reserve the right to impose limits on the amount(s) and/or number of deposit items transmitted through Mobile Remote Deposit and to change these limits at any time without prior notice to you.
 - (D) <u>Endorsements</u>. All payees must endorse any Check submitted through Mobile Remote Deposit and agree to follow any and all other instructions and procedures for endorsements as we may establish from time to time.
 - (E) <u>Submission and Deposit Received Notification</u>. After submission of a deposit, we will provide you a "Deposit Received Notification" email. Receipt of the confirmation does not mean that the image has been approved for deposit, nor does it mean that the transmission was error free. We are not responsible for items we do not receive or for any errors that occur during transmission. You accept the risk that an item may be intercepted or misdirected during transmission.
 - (F) Review and Deposit Processing Notification. After receipt, we will conduct a review of the image. We may reject any Check for any reason in our sole discretion. We shall not have any liability to you for rejected items. We will provide an email confirmation once your deposit has been approved or rejected. We reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
 - (G) <u>Availability of Funds</u>. You agree that items transmitted using Mobile Remote Deposit are subject to the "Funds Availability Policy" which was disclosed to you at account opening. In general, if an image of

an item you transmit through Mobile Remote Deposit is received and approved before 7 p.m. (Central Time) on a Business Day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day. Funds deposited using Mobile Remote Deposit are generally available to you on the first Business Day after the day we receive your deposit, however, longer delays may apply.

- (H) Record Retention; Disposal of Deposit Items. Upon your receipt of the Deposit Approved Notification email, you agree to mark the Check as "Mobile Remote Deposit on Date (month, date, year)" and security store the Check for a recommended 14 days to ensure there are no issues with the deposit. You agree to destroy and dispose of the Check in a way that ensures it will not be presented for payment again. You agree not to negotiate or present the item or the image of it with us or any other person or entity.
- d. <u>Electronic Document Delivery</u>. "<u>Electronic Delivery</u>" is the electronic delivery of account statements (**eStatements**), notices, and other information and documentation specifically related to your Account ("<u>Account Information</u>"). When you opt-in to Electronic Delivery via Business Premium Internet Banking, you will receive e-mail or SMS text notifications (if you use your mobile carrier-issued e-mail address) when Account Information is ready for pickup. You must then log into Business Premium Internet Banking and click on "Statements" to access the Account Information online. By opting-in to receive Account Information via Electronic Delivery, you authorize us to discontinue the delivery of paper statements, notices and other information for each Account for which you opted in (except as may otherwise be required by law).
- e. External Transfers. External Transfer is a feature available within Business Premium Internet Banking that allows you to transfer funds from your Account(s) to your account(s) at another financial institution (each an "External Account"). To utilize the External Transfer feature, you must first set-up and verify your External Account in Business Premium Internet Banking. The External Account is set-up by entering (1) the routing number for the external financial institution, (2) your External Account number at that institution, and (3) the External Account type, either checking or savings. The information you enter must be valid, and certain data checks may be performed to ensure accuracy and validity. Once this information has been submitted, we will send two small deposits to the External Account for you to verify. Once the deposits appear in your External Account history, which may take several Business Days, you must then verify the External Account in Business Premium Internet Banking by entering the amount of the two micro-deposits where indicated in the External Account verification process. If the information you provided regarding the micro-deposits matches what is in our system, you will receive a message acknowledging the addition of the External Account as successful and may begin using the External Transfer feature. Once transfers are made to your External Account, the availability of those funds are governed by the funds availability policies of the financial institution where the External Account is held.

2. Accessing Your Account

- Access Credentials. In order for you to obtain access to a multiuser package of Business Premium, you must execute the Business Services Request Form for Business Premium. When you enroll in a multiuser package of Business Premium, you will appoint one or more Administration Supervisors to manage the Business Premium Services on your behalf. Upon our acceptance of the Business Services Request Form, the Primary User designated in the Business Services Request Form will receive instructions on assigning Access Credentials for each Company User authorized to utilize Business Premium. The Primary User shall serve as your primary contact for us with respect to Business Premium and will have the responsibilities outlined in the Business Services Request Form. You are responsible for ensuring each Company User keeps his or her Access Credentials confidential. You agree to not disclose your Access Credentials or otherwise make them available to anyone else. Your Access Credentials must meet the criteria we establish from time to time. You can change your Access Credentials and we urge you to change the password portion of your Access Credentials frequently. We may require you to change your password from time to time. We are entitled to act on instructions we receive under your Access Credentials. For security purposes, we recommend that you memorize the Access Credentials and do not write them down. You also should not instruct your Internet browser to "remember" the Access Credentials. If you permit any other person to use your Access Credentials, you will have authorized that person to access your Accounts through the Business Premium and you are responsible for any transactions that person initiates or authorizes from your Accounts using the Business Premium Services. If you believe your Access Credentials for the Business Premium Services has been lost or stolen, immediately contact us using the phone number specified in Section 27 of Part I. If it is after business hours, leave a message with the best daytime phone number for us to reach you during the next Business Day. We may continue to recognize the authority of the Primary User until we have received and have had a reasonable time to act upon written notice from you that such Primary User is no longer authorized to transact business on your Accounts. You will instruct each of your Company Users to comply with the terms of this Section 2 of Part VI.
- b. <u>Business Services Available through Business Premium</u>. If you have enrolled in Business Premium, these Business Services are accessible through Business Premium and require Bank approval:

- A. <u>ACH Origination</u>. In order to make payments and receive certain payments via the Automated Clearing House network from your Account through Business Premium Internet Banking, you must request the ACH Services on your Business Services Request Form and executed such other documents and agreements as required by us. Any ACH Services available through Business Premium are subject to Part III of this Agreement.
- B. <u>Wire Transfer Origination</u>. In order to initiate wire transfers via the wire transfer network of the Federal Reserve System from your Account through Business Premium, you must request the Wire Transfer Service on your Business Services Request Form and execute such other documents and agreements as required by us. The Wire Transfer Service available through Business Premium is subject to Part IV of this Agreement.
- C. Remote Deposit Capture. In order to electronically transmit paper checks to us for deposit into your Designated Account rather than physically transporting Checks to us, you must request the Remote Deposit Capture Service on your business Services Request Form and execute such other documents and agreements as required by us. The Remote Deposit Service available through Business Premium is subject to Part V of this Agreement.
- D. Positive Pay. In order to utilize the positive pay service to help assist you in minimizing fraud loss with respect to Checks drawn against on or more designated accounts, you must request the Positive Pay Service on your business Services Request Form and execute such other documents and agreements as required by us. The Positive Pay Service available through Business Premium is subject to Part VII of this Agreement.

3. Balance Inquiries and Transfers

- a. <u>Balance Inquiries and Transfers</u>. You may use the Business Premium Services to check the balance of your Accounts and to transfer funds among your Accounts. Certain types of Accounts with us may have transfer limitations. If any of your Accounts are subject to transfer limitations, those limitations apply to transactions initiated with a Business Premium Service. The balance shown on a Business Premium Service may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges. If you have overdraft protection, it may be accessed for transactions initiated with a Business Premium Service.
- b. <u>Funds Available for Transfer.</u> When you request a transfer of funds or payment from an Account through the Business Premium Services, we are not required to honor your request if the requested amount of collected funds are not available in the Account. If sufficient collected funds are not available in the Account at the time you request a transfer or payment, we can either (i) make the transfer or payment, in which case you will be liable for the excess, or (ii) refuse to make the transfer or payment. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal of money from the Account in accordance with your Account Terms and Conditions.

4. Operation of Electronic Banking Services

- a. <u>Hours of Operation</u>. Generally, the Business Premium Services are available 24 hours a day, 7 days a week. At certain times, the Business Premium Services may not be available due to system maintenance or circumstances beyond our control.
- b. <u>Electronic Mail</u>. You should not use any unsecured e-mail or the "Contact Us" message function on the Website for confidential matters and you should never include full account numbers or other detailed information regarding any of your accounts in any such unsecure communication. We may not immediately receive an e-mail sent by you. No action will be taken on any e-mail sent to us until it is actually received and we have had a reasonable opportunity to act on it. For immediate assistance, please call the Bank's Customer Service at the number specified in Section 27 of Part I. We will never initiate e-mail communication that requests confidential information about you or your Accounts, or that requests passwords. If you receive an e-mail that looks as if it is from us and requests this kind of information, do not respond to that e-mail.
- c. Equipment. To use the Business Premium Service, you must have the required hardware and software, including browser software that meets the authorized security level. Not all Internet browsers are supported by the Business Premium Service. The installation, maintenance, operation and use of any computer, related equipment (for example, modem and other telecommunications equipment), mobile device and software you use to access the Business Premium Services are your responsibility, including any third party software used to access information related to your Accounts from the Business Premium Services. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR TO THE EXTENT APPLICABLE LAW REQUIRES A DIFFERENT STANDARD, WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE) IN ANY WAY ARISING OUT OF (A) ANY ERROR IN THE INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY,

OF THE COMPUTER, RELATED EQUIPMENT, MOBILE DEVICE OR SOFTWARE, (B) ANY FAILURE OR MALFUNCTION OF THE COMPUTER, RELATED EQUIPMENT, MOBILE DEVICE OR SOFTWARE, (C) ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT USING, ANY TELEPHONE, INTERNET ACCESS, OR OTHER SERVICE YOU USE TO CONNECT TO THE BUSINESS PREMIUM SERVICES OR (D) ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF THE BUSINESS PREMIUM SERVICES.

PART III: ACH SERVICE

1. The ACH Services.

- a. General. Our ACH Service allows you to transfer funds to or from a Designated Account by means of Entries sent via ACH. The ACH Service is subject to, and you will comply with, the ACH Rules and all Applicable Laws (including but not limited to Regulation E) in utilizing the ACH Service. We will provide you a copy of the ACH Rules annually for a nominal fee to be set by us. Subject to the terms and conditions of this Part III, you may transmit Entries to us and utilize the ACH Services. Capitalized terms used in this Part III but not otherwise defined in this Agreement shall have the meanings assigned to them in the ACH Rules.
- b. <u>Transmittal of Entries</u>. All Entries that you initiate and all transactions using the ACH Services are subject to the ACH Rules, all Applicable Laws, and the Security Procedures. You will transmit Entries to us in compliance with the formatting and other requirements we provide to you from time to time. We provide a secure connection through Business Premium Internet Banking by which you will transmit Entries to us for processing. You are responsible for all Entries transmitted to us in accordance with the Security Procedures.
- c. Processing and Settlement. Subject to your compliance with this Part III and our rights pursuant to this Part III, the ACH Rules and all Applicable Laws, we will process Entries received from you, transmit Entries as an ODFI through the ACH Operator and settle for such Entries. We will process and submit Entries by the applicable deposit deadline under the ACH Rules if (a) the Entries are received in form and substance acceptable to us by the cut-off time we establish in our sole discretion from time to time, (b) the Entry date on the file satisfies the criteria we establish in our sole discretion from time to time, and (c) the Federal Reserve Bank is open for business on such day. We will have no obligation to process Entries that do not comply with the foregoing requirements. You will provide settlement in the form of an offset transaction for each Entry or file of Entries, which we will debit automatically from your Designated Account. With respect to any Entry received for credit or debit to an account maintained with us, we will credit or debit the Receiver's account on the effective entry date contained in such Entry if received in accordance with this Part III.
- d. Types of Entries. You may originate only those types of Entries accepted by us and set forth on the Business Services Request Form for the ACH Services, subject to our right to designate or terminate the Entry classes we will process for you pursuant to Section 5 of this Part III below. You will not originate WEB Entries, TEL Entries, POP Entries or IAT Entries, or any other types of Entries that have not been approved for you. We reserve the right to designate or terminate Entry classes we will process for you at any time, without prior notice to you.
- e. <u>Your Representations</u>. By transmitting an Entry to us for processing via ACH, you make all representations and warranties to us related to that Entry that we, as an ODFI, in turn make to any RDFI, ACH Operator or other participant under the ACH Rules. When you originate an Entry, you make each of the representations, warranties and covenants of an Originator for the applicable Entry class code as set forth in the ACH Rules, including, without limitation, the representations, warranties and covenants for any special Entry class codes as set forth in this Part III.
- f. No Third-Party Senders. You will not act as a Third-Party Sender and represent, warrant and covenant by transmitting an Entry to us for processing through the ACH Service that you are not sending the Entry to us as a Third-Party Sender. Notwithstanding the foregoing, if you inadvertently act as a Third-Party Sender, you will automatically be deemed to make the additional agreements and representations to us that are contemplated by the ACH Rules as a Third-Party Sender, including without limitation, the following:
 - A. You will provide us with any information we deem reasonably necessary to identify each Originator for which we transmit Entries, and shall provide such information within two Business Days after we request such information.
 - B. You warrant that each Originator for which we transmit Entries has agreed to (a) assume the responsibilities of an Originator under the ACH Rules, (b) be bound by the ACH Rules,(c) not initiate any Entries that violate the laws of the United States or the ACH Rules, and (d) such additional terms as we may require, including terms limiting Bank's liability.

- C. You warrant that you make the warranties and assume the liabilities of an ODFI under the ACH Rules.
- D. You will indemnify us for any failure of an Originator for which you act as a Third-Party Sender to perform its obligations as an Originator under the ACH Rules.
- E. You will comply with and assure that each Originator for which you act as a Third-Party Sender complies with the Electronic Funds Transfer Act, Regulation E, the ACH Rules and applicable state laws and regulations, to the extent that the same may be applicable to the ACH transactions processed hereunder.
- F. You will serve as the contact for all questions pertaining to the ACH Services.
- G. You will (a) not misrepresent us, the ACH Services or our relationship with you, including any misrepresentation that you are our agent or that you have the authority to bind or obligate us to any other agreement, (b) obtain our prior approval of any written materials you use pertaining to the ACH Services, (c) comply with our policies and procedures pertaining to the ACH Services and to Third-Party Senders, including without limitation any audit and compliance policies and procedures which may be provided by Bank from time to time, and (d) ensure that your representatives comply with this Agreement.
- H. You will immediately reimburse us for any third party claims, demands or other process recognized by the ACH Rules (such as returns, reversals, adjustments, reclamations or claims based on breach of any warranty made by Originators or Third-Party Senders under the ACH Rules) to the extent that we are required to reimburse or indemnify any Receiver, RDFI or other third party in respect of an Entry.

2. Authorizations and Documentation.

You must obtain from each Receiver all applicable authorizations in order to initiate Entries as required by the ACH Rules and Applicable Law. For example, for Entries to a consumer account, the ACH Rules currently require you to obtain a written ACH Authorization that is signed or similarly authenticated to originate the Entries, to retain records of such ACH Authorization, and to provide a copy of the ACH Authorization to us or any RDFI upon request. You will retain all consents and authorizations required under the ACH Rules for two years after such consents and authorizations expire. You must provide all notices required by the ACH Rules and Applicable Law (including, but not limited to, Regulation E) to consumers. For example, the ACH Rules and Applicable Law currently require you to provide notice when the amount of a preauthorized Debit Entry varies in amount from the previous Debit Entry or when you receive authorization to collect additional fees (such as a returned check fee) with an ACH transaction. If any change is made by you in the scheduled effective Entry date of one or more Debit Entries, you agree that, at least seven (7) calendar days before the first such Debit Entry to be affected by such change, to send the Receiver a written notice of the new effective Entry date of such Entry or Entries. You agree to provide evidence of your ACH Authorization for any Entries, your security procedures, any related internal audit documentation or information, and any other information or documentation that you are required to obtain or maintain pursuant to the ACH Rules or Applicable Laws related to the ACH Services to us immediately upon our written request.

3. Pre-notification.

Prior to requesting or causing the initiation of an Entry, we may require you to first transmit, or provide to us, a pre-notification that complies with the requirements of the ACH Rules. The purpose of the pre-notification is to indicate your intent to initiate Entries to the Receiver's account and for the RDFI to verify the Receiver's information with the ODFI. We assume no liability for pre-notifications you originate, including without limitation, an RDFI's failure to respond to a pre-notification. We will not monitor the delivery of pre-notifications. When you initiate a pre-notification to a Receiver's account, no Entry will be subsequently initiated with respect to such Receiver's account until three (3) Business Days have expired and we have not received any notice of change or return Entry from the RDFI indicating the Entry will not be accepted as submitted. If such notice of change or return Entry is received by us, we will provide you notice of the same and no Entries will be initiated to such Receiver's account until such time, if any, as all required changes have been made and all objection of the rejecting RDFI have been resolved.

4. Rejected and Returned Entries.

Without limiting any of our other rights pursuant to this Part III, the ACH Rules or Applicable Laws, we may reject any Entry: (a) that does not comply with the requirements of this Part III or for any reason set forth in the ACH Rules; (b) if you fail to comply with any funding or pre-funding obligations applicable to you as set forth in Section 5 of this Part III; (c) if any Entry you submit would cause you to exceed any of your Exposure Limits (which may be daily, file, transaction, or exposure-related); (d) if the Entry is rejected by the ACH Operator; or (e) if you fail to meet any obligations to us pursuant to this Agreement, any other agreement between us and you, or otherwise. Except as required by the ACH Rules and/or Applicable Laws, we have no obligation to retransmit a returned Entry. We will have no liability to you for any rejection or return of any Entry or the fact that notice is not given at an earlier time than that provided for in the ACH Rules or Applicable Law, if any. You must provide complete and accurate information as required by NACHA in any inquiry regarding excessive return rates.

5. Payment and Reversals with Respect to Entries.

- a. <u>Credit Entries</u>. We may, in our sole and absolute discretion at any time and without notice, require payment before processing your Entries. Notwithstanding any past practice, we are not obligated to process any Entries without having first been paid by you. If and to the extent we process any Entry without having first been paid by you, the amount of the Entries will be deemed immediately due and payable by you.
- b. <u>Debit Entries</u>. Subject to our rights to withhold credits (or portions thereof) under the ACH Rules, Applicable Law, and our ACH policies as determined by us from time to time in our sole discretion, we will credit the Designated Account with immediately available funds for the amount of Debit Entries we execute by our close of business on the Settlement Date.
- c. <u>Provisional Payment</u>. Each of (i) our payment of a Credit Entry to your Designated Account, (ii) payment of a Debit Entry, (iii) return of a Credit Entry, (iv) or any credit reversal Entry are provisional until we receive final settlement for such Entry. If we do not receive final settlement, we are entitled to be repaid by you and may immediately charge your Designated Account for the applicable amount.
- d. Payment Assurance. Notwithstanding anything in this Part III to the contrary, we may, without prior notice to you, place a hold on funds in your Designated Account or any other account you have with us or take any other action we deem appropriate to assure that we receive payment for Entries. We may charge your Designated Account or any other account you have with us for any Debit Entry or for a correcting or reversing Entry that is later returned to us. We may also set off against any amount we owe to you in order to obtain payment of your obligations under this Part III. We will not take any action described in this subsection if it would conflict with Applicable Law.
- e. Rejected and Returned Entries and Notifications of Change. You will immediately pay us for the amount of any returned Debit Entries (including rejected Debit Entries) or any adjustment Entries that we previously credited to your Designated Account. We have no obligation to send a separate notice of Debit Entries that are returned unpaid. We have no obligation to challenge or contest a returned or rejected Entry. We will monitor the occurrence of returned Entries to your Designated Account against the average for your industry and type of ACH Entry. Based on the foregoing, we reserve the right to terminate your ability to transmit Entries to us or to impose additional risk management measures. We will provide you all information as required by the ACH Rules with respect to each notification of change Entry or corrected notification of change Entry received by us relative to Entries you transmit to us no later than two (2) Business Days after receipt thereof (or such later time permitted by the ACH Rules). You will ensure that changes are made within six (6) days of receipt of this notification of change Entry information from us or prior to transmitting another Entry to the Receiver's account, whichever is later, provided that, you may choose, in your discretion in accordance with the ACH Rules, to make the changes specified in any NOC or corrected NOC received with respect to any Single Entry.
- f. Cancellation or Modification of Entries. We have no obligation to cancel or modify an Entry after it has been received by us. However, upon your written request to us, we will use our reasonable efforts to act on a request for cancellation or modification of an Entry, provided that we receive the request before we execute the Entry and have a reasonable time to respond to the request. We will have no liability if the requested cancellation or modification is not affected. You agree to reimburse us for any and all costs and expenses we incur in attempting to reverse or amend an Entry.
- g. <u>Reversing Entries</u>. We do not guarantee that any reversing Entry you originate in accordance with the ACH Rules (or otherwise) will be accepted by the RDFI. If the RDFI does not accept a reversing Entry, we will have no further obligations to you with respect to such Entry.

6. Vendors and Third Parties.

You will be fully responsible for the actions of any ACH Vendor that you use to assist you in the preparation or transmission of Entry information to us. Any ACH Vendor that you use in connection with the ACH Services will be identified on your Business Services Request Form on file with us and is subject to our prior approval. The ACH Vendor is your agent and you are liable for (a) any file transmission the ACH Vendor transmits to us in your name, whether or not you actually authorized the file; (b) failure by ACH Vendor to comply with any security procedures or operating requirements relating to the ACH Services; (iii) all fees, costs and expenses owed to ACH Vendor for its services; and (d) any claims, damages, costs and/or expenses incurred as a result of ACH Vendor's failure to perform, delay or error in performing its services or failure to follow the ACH Rules. We may rely on your most recent Business Services Request Form for the ACH Services to determine which ACH Vendor is currently authorized to deliver Entry information to us on your behalf. We may, at our sole option, require your ACH Vendor to execute documentation establishing ACH Vendor's obligations in providing ACH Entries on your behalf to us. We may refuse to permit any ACH Vendor to originate Entries on your behalf.

7. Accuracy of Entries and Inconsistency of Name and Number.

If an Entry contains a name and account number that do not match, we will rely upon the account number as the proper designation. We have no obligation to independently determine whether the name, account number or other identifying number with respect to any person or entity refers to the appropriate person or entity. You will examine and verify such numbers for accuracy, and pay any amount transferred in accordance with such numbers. We will have no liability for the accuracy of any Entry information that you provide to your ACH Vendor or that you or your ACH Vendor provides to us. We will act upon Entry information provided to us by you or your ACH Vendor regardless of the medium by which the Entry information is provided to us. If an Entry identifies a nonexistent routing or account number, we may in our sole discretion refuse to accept or may return the Entry.

8. Tax Payment Services.

- a. <u>General</u>. You may originate ACH tax payments through functionality within Business Premium Internet Banking for payment to the appropriate taxing authority. Your tax payment instructions must conform to the content, format, deadlines and other specifications established by us and the applicable taxing authority and communicated to you from time to time. The expense and risk of transmitting such instructions is your sole responsibility.
- b. <u>Liability Limitations</u>. We will have no liability for failure to transmit any tax payment instructions that we receive too late to complete on the same day and will have no liability for our inability to transmit tax payments as a result of incorrect or inaccurate instructions or system problems. If we make an overpayment of your tax liability due to our failure to carry out your timely and conforming instructions, we will re-credit your account for the amount of the overpayment. In that event, you agree to take such actions as we may reasonably request to obtain a refund of the overpayment and to repay such amount to us. In any event, repayment will be due on the earlier of (A) your recovery of the overpayment, or (B) the date on which you receive a credit for the overpayment in a subsequent tax payment. If you do not pay in a timely manner or if you underpay your tax liability due to our gross negligence in failing to carry out your timely and conforming instructions, the limit of our liability will be the amount of penalty you are required to pay due to such failure. This limitation of liability is supplemental to and does not replace other limitations on our liability stated elsewhere in this Agreement. We have no liability for the accuracy of information contained in instructions you submit to us.
- c. <u>Your Warranties</u>. By requesting and using the ACH Services for origination of tax payments, you represent and warrant to us that you have properly enrolled in the Electronic Federal Tax Payment System and have selected the ACH Credit option and for any state tax payments, have properly enrolled in such state's tax system, if applicable. You also represent and warrant that you will meet all special requirements of the Electronic Federal Tax Payment System and any state tax system, including generation of pre-notification entries before the first tax payment is sent, as applicable.

9. RCK Entries.

- a. <u>Prior Authorization</u>. You may initiate RCK Entries only when specifically authorized by us. If you elect to initiate RCK Entries on the Business Services Request Form for the ACH Services, and we agree to permit you to originate RCK Entries on applicable Accounts, such RCK Entries are subject to the provisions of this Section 9 of Part III.
- b. <u>Representations, Warranties and Covenants</u>. With respect to all RCK Entries, you hereby make each of the representations, warranties and covenants of an Originator of RCK Entries as set forth in the ACH Rules regarding RCK Entries as of the date of this Agreement and each time you initiate a RCK Entry. Immediately upon our request, you will provide us with a copy of a returned Check. You will retain a reproducible front and back copy of the check for seven (7) years from the Settlement Date of the RCK Entry.
- c. <u>Risk Exposure Limits</u>. We may, at our option and in our sole discretion, establish Daily, File Transaction or Exposure Limits limiting the number and/or dollar amount of RCK Entries which you may have outstanding at any one time.

10. Your Records.

You will retain data on file adequate to permit remaking of Entries for thirty (30) days following the effective date of such Entry, and will provide such data to us upon our written request. You agree to be bound by and comply with all applicable provisions of the ACH Rules regarding the retention of documents or any record, including, without limitation, your responsibility to retain all items, source documents, and records of authorization in accordance with the ACH Rules, and to timely provide such records to us in accordance with the ACH Rules upon our request. Without limiting the generality of the foregoing, you will obtain all consents and authorizations required under the ACH Rules and retain such consents and authorizations for two years after they expire.

11. Security Procedures.

For purposes of this Part III, "Security Procedures" mean the security procedures for the ACH Service described in the Business Services Request Form, as may be amended pursuant to Section 3 of Part I of this Agreement, and other procedures we may follow internally to confirm the authenticity of Entries. We have no obligation to act on any Entry which does not comply with the Security Procedures.

12. Audit Rights.

- a. Our Right to Audit You. We will have the right, either directly or through a third party engaged by us, to audit your compliance with this Part III and the ACH Rules during normal Business Days and business hours and upon reasonable notice to you. You will cooperate with us in performing such audit.
- b. <u>Self-Evaluation/Audit</u>. You will accurately and promptly complete any security/controls self-evaluation and/or risk assessment provided by us to you from time to time with respect to the ACH Service. You will cooperate and permit us, or our representative, to periodically visit your site to review your security policies and procedures and your compliance with your obligations pursuant to this Part III with reasonable advanced notice during normal Business Days and business hours. Upon our request, you will implement specified internal controls identified by us at your locations.

13. Indemnity.

In addition to any other indemnification provisions set forth in the Agreement or the Account Terms and Conditions, you will indemnify, reimburse or otherwise hold us harmless for any and all costs, losses, claims, taxes, expenses, liabilities and damages incurred or sustained by us in good faith and without our willful misconduct or gross negligence in the performance of or with respect to the ACH Services, including, but not limited to, Costs (as defined below) resulting directly or indirectly from any Entry initiated in compliance with the Security Procedures, without regard to whether you actually authorized such Order. In addition, you will indemnify, reimburse or otherwise hold harmless us, our affiliated companies and our employees and agents from any and all costs, losses, claims, taxes, expenses (including reasonable attorneys' fees and expenses), liabilities, fines, assessments or damages of any kind (for purposes of this Section 13 of Part III, collectively referred to as "Costs") incurred or sustained by us (i) as a result of any alleged violations of Applicable Laws by you or your ACH Vendor; and (ii) any breach by you of your representations, warranties and obligations contained in this Part III. We may set off any amount to which we are entitled under this Section 13 of Part III or otherwise relating to any of the ACH Services under this Part III, against any amounts or obligations owed by you to us, whether under this Part III or otherwise. Our exercise of this right will not constitute a breach, default or event of default under this Agreement or under any other agreement between you and us. Neither the exercise of nor the failure to exercise any of this right will constitute an election of remedies or limit us in any manner in the enforcement of any other remedies that may be available to us.

14. Termination.

Notwithstanding anything in this Agreement to the contrary, (a) we may terminate the ACH Services, in our sole discretion, by providing you with ten (10) days' prior written notice; and (b) you may terminate the ACH Services at any time by providing us prior written notice which will become effective once we have had a reasonable opportunity to act upon it. Upon termination of the ACH Services, this Part III and all relevant documents provided pursuant to or in connection with this Part III will survive and will continue to apply to all Entries which were transmitted prior to the termination of the ACH Services. In addition, we may, in our sole discretion and without prior notice, decline to process any Entry initiated by you.

15. Cooperation and Fines.

You will reasonably cooperate and assist bank with any reporting requirements applicable to you or Entries initiated by you that are required by NACHA or us. To the extent we are assessed a fine or penalty by NACHA related to you or Entries initiated by you, you will reimburse us for such fines and penalties.

PART IV: WIRE TRANSFER SERVICE

1. The Wire Transfer Service.

The Wire Transfer Service provides a method for you to provide us an electronic instruction to transfer funds by wire from a Designated Account to your other accounts or to accounts of specified third parties at another financial institution (each, a "Wire Transfer"). Wire Transfers may be made only from a Designated Account and may only be made in accordance with the methods specified in the Business Services Request Form, which include limitations on the types of Wire Transfers that may be made using the various methods available to make Wire Transfers (including through Business Premium Internet Banking, over the telephone, and in-person at one of our branches).

2. Wire Transfers.

- a. <u>Authorization to Act on Wire Transfer</u>. You authorize and instruct us to act upon all Wire Transfers that are delivered to us in compliance with the Security Procedures. For each Wire Transfer executed by us in accordance with this Part IV, you authorize us to debit the Designated Account specified in the Wire Transfer even if a debit results in an overdraft. We have no obligation to review any data, instruction or Wire Transfer provided by you except to comply with the Security Procedures and any restrictions set forth on the Business Services Request Form for the Wire Transfer Service.
- b. <u>Execution of Wire Transfer</u>. We will use commercially reasonable efforts to execute each Wire Transfer if (i) the Wire Transfer is received by us and the Security Procedures are completed; and (ii) there are sufficient collected funds in the

Designated Account identified in the Wire Transfer. Any Wire Transfer received (i) after the applicable cut off time established by us from time to time, or (ii) on a day that is not a Business Day for us or the selected transmission facility, will be executed by the end of the next Business Day unless you otherwise instruct. Wire Transfers may be transmitted to the beneficiary's financial institution through another financial institution, government agency, payment network, or other third party in our discretion. We will not be liable for any third party's failure to or delay or error in processing a Wire Transfer. If the beneficiary's bank does not pay the beneficiary specified in the Wire Transfer, a refund may be made only after we have received confirmation of the effective cancellation of the Wire Transfer and we are in possession of the applicable funds. If we are notified that the full amount stated in a Wire Transfer was not transferred, our sole obligation will be to promptly execute a second Wire Transfer in the amount of the stated deficiency. If we execute a Wire Transfer in excess of the amount stated in a properly submitted Wire Transfer, to the extent that you do not receive the benefit of the amount stated in a properly submitted Wire Transfer, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Wire Transfer. This Section sets forth our complete liability for a Wire Transfer issued or received pursuant to the Wire Transfer Service.

c. Payment of Wire Transfer and Fees. You will have collected and available funds in the applicable Designated Account, or otherwise available under a line of credit sufficient to cover all Wire Transfers at the time of each transfer. You acknowledge that the available funds may include funds from an account attached to the Designated Account for the purpose of sweeping funds when there are insufficient funds in the Designated Account. We have no obligation to comply with any Wire Transfer if such funds are not collected and available, but may do so in our sole discretion. You are obligated to immediately pay us the amount of any Wire Transfer and applicable fees for any Wire Transfer, even if we have permitted a transfer to occur when there are insufficient collected and available funds in the applicable Designated Account.

3. Security Procedures.

For purposes of this Part IV, "Security Procedures" mean the security procedures for the Wire Transfer Service described in the Business Services Request Form, as may be amended pursuant to Section 3 of Part I of this Agreement, and other procedures we may follow internally to confirm the authenticity of Wire Transfers. We have no obligation to act on any Wire Transfer which does not comply with the Security Procedures.

4. Your Internal Processes.

You will establish a written policy for the internal approval process for Wire Transfers. You acknowledge that we have no responsibility to establish or monitor such policy or to determine whether you have established such policy. We may require you to adopt additional internal security procedures and you agree that you will accurately and promptly complete such procedures and not initiate Wire Transfers without compliance with such procedures.

5. Transfer Limits.

We may, in our discretion, establish a Wire Transfer limit for you from time to time, and will have no obligation to process any Wire Transfer that exceeds such limit; provided, however, that we may, in our sole discretion, allow and process such Wire Transfer despite the limit. Any waiver of the Wire Transfer limit will not be construed as an obligation to do so in the future. All Wire Transfers are subject to limits imposed by any Applicable Law, and all agreements or operating rules applicable to us in executing Wire Transfers.

6. Finality of Wire Transfer; Cancellation or Modification.

A Wire Transfer will be final and will <u>not</u> be subject to stop payment or recall, except that we may, at your request, make a reasonable effort to affect such stop payment or recall. We have no obligation to cancel or modify any Wire Transfer that has been received. However, we will make a reasonable effort to act on your request to cancel or modify a Wire Transfer provided that: (a) we receive the request before we have processed the Wire Transfer; (b) we have a reasonable time to respond to the request; and (c) we are able to verify the request via call back verification for Phone In Wires or written authorization from any authorized signer on the Account from which the wire payment order was submitted for wires submitted via Business Premium or at a Bank location. However, we will have no liability if your request to recall, cancel or modify a Wire Transfer is not accomplished. You must reimburse us for any costs that we incur in attempting to recall, cancel or modify your Wire Transfer. In addition, if we provide indemnity to another financial institution or other party in order to induce their compliance with our request of them to recall, cancel or modify a Wire Transfer on your behalf, you will indemnify and hold us harmless for and against any losses, costs, or expenses of any kind that we incur in connection with our indemnity to such other financial institution or party.

7. Accuracy of Wire Transfers and Inconsistency of Name and Number.

We are entitled to rely on information you provide for any Wire Transfer, and we will not be responsible for either the beneficiary's receipt of proper credit for the transfer, or rejection or return of the Wire Transfer by the beneficiary's financial institution or by any intermediary party. If an Entry contains a name and account number that do not match, we will rely upon the account number as the proper designation. We have no obligation to independently determine whether the name, account number or other identifying number with respect to any person or entity refers to the appropriate person or entity. You will examine and verify such numbers

for accuracy, and pay any amount transferred in accordance with such numbers. If a Wire Transfer identifies a nonexistent routing or account number, we may in our sole discretion refuse to accept or may return the Wire Transfer.

8. Errors.

You will exercise ordinary care to determine whether a Wire Transfer accepted by us was either erroneous or not authorized and will notify us of the facts within a reasonable time not exceeding fourteen (14) days after you have received notification from us that the Wire Transfer was accepted or that the Designated Account was debited with respect to the Wire Transfer, whichever is earlier. You may not assert that we are not entitled to retain payment for a Wire Transfer unless you object within the fourteen (14) day period. You will provide us with accurate and complete information in connection with any Wire Transfer as required by us for compliance with Applicable Law.

9. Your Responsibilities.

Without limiting your responsibilities set forth elsewhere in this Agreement, you are solely responsible for:

- a. Use of the Wire Transfer Service and implementing internal procedures to safeguard Access IDs used in connection with the Wire Transfer Service, Security Procedures and access to the Wire Transfer Service;
- b. Any activity of any kind with respect to the Wire Transfer Service using Access IDs used in connection with the Wire Transfer Service and/or the Security Procedures, including fraudulent activity or corruption of your system; and
- c. The provision, repair and maintenance of any equipment used by you to access the Wire Transfer Service.

10. Your Records and Review.

You will retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, Wire Transfer, file or entry for sixty (60) days following such transaction.

PART V: REMOTE DEPOSIT SERVICE

1. General Description of the Remote Deposit Service.

- a. Generally. The Remote Deposit Service allows you to convert paper Checks to Electronic Check Information and to electronically transmit the Electronic Check Information to us for deposit into your Designated Account rather than physically transporting Checks to us. We will process and provisionally deposit into your Designated Account the amount of each Check transmitted to us for deposit through the Remote Deposit Service, provided such Check is otherwise acceptable to us for deposit. We will collect each Check deposited through the Remote Deposit Service by transmitting the Electronic Check Information for collection or by creating a Substitute Check (using the Electronic Check Information).
- b. Method of Deposit. You acknowledge that the Remote Deposit Service is merely a method of deposit and Check collection service and that use of the Remote Deposit Service will not reduce or limit any of your obligations with respect to your Accounts with us, including the Designated Account. All terms of the Account Terms and Conditions relating to the Designated Account will continue to apply to the Designated Account and all deposits made to the Designated Account, except to the extent specifically inconsistent with this Part V.
- c. <u>Modifications to Remote Deposit Service; Suspension.</u> We will have the right to determine, in our sole discretion, the nature and extent of the Remote Deposit Service and reserve the right to modify the Remote Deposit Service from time to time without prior notice to you. We may suspend the Remote Deposit Service immediately if we reasonably believe that there has been a breach in the security of the Remote Deposit Service, fraud involving your Designated Account or any Check processed through the Remote Deposit Service or any uncertainty as to the authorization or accuracy of any Electronic Check Information.

2. Using the Remote Deposit Service.

- a. <u>Information to be Captured</u>. In order to use the Remote Deposit Service, you will use the Authorized Equipment and Website to accurately capture and transmit, in a form acceptable to us, all data contained on each Check necessary to create a Substitute Check, including without limitation, (i) an accurate and readable image of the front and back of the original Check, (ii) all necessary information from the MICR Line of the original Check that would permit a Substitute Check to be processed on standard check-sorting equipment, and (iii) all endorsements applied by parties that previously handled the Check in any forward collection or return.
- b. <u>Deposit and File Limits</u>. We may, without prior notice to you, establish or change from time to time the maximum dollar limit for (i) each original Check that may be transmitted by you using the Remote Deposit Service, and (ii) the total dollar amount of Electronic Check Information that may be transmitted by you each day, in each case, applicable to the Remote Deposit Service.

- c. <u>Prohibited Items</u>. Foreign Checks and Remotely Created Checks may not be deposited through the Remote Deposit Service.
- d. <u>Deletion and Redeposit</u>. You will have no right to delete or retract any Electronic Check Information once it has been transmitted to us. If you seek to redeposit a Check processed through the Remote Deposit Service which has been returned, we may process that Check on a collection basis. Any such redeposit must be completed by you by depositing the Check at one of our locations and cannot be processed through the Remote Deposit Service.
- e. <u>Transmission of Electronic Check Information</u>. You will transmit the Electronic Check Information to us only through use of the Authorized Equipment and the Website using a minimum encryption standard we mandate from time to time. We will, in our discretion, accept such transmission. We will have no obligation to accept a transmission that would not constitute a Substitute Check. You will be responsible for any transmission to us (whether or not actually authorized) that is transmitted through use of the Authorized Equipment and Website. In the event that you are unable to transmit Electronic Check Information to us for any reason, including our inability to receive such transmission, you are solely responsible for physically depositing the Checks.

3. Security Procedures.

For purposes of this Part V, "Security Procedures" mean the security procedures for the Remote Deposit Service described in the Business Services Request Form, as may be amended pursuant to Section 3 of Part I of this Agreement, and other procedures we may follow internally to confirm the authenticity of Electronic Check Information. We have no obligation to act on any Electronic Check Information which does not comply with the Security Procedures.

4. Provisional Settlement.

Checks transmitted for deposit through the Remote Deposit Service are not deemed deposited until we accept the Check for deposit at our location for accepting such deposits. Deposits, which we receive and accept prior to the deadline established by us from time to time, will be accepted for deposit as of the Business Day of receipt. Deposits, which we receive and accept after the deadline, will be accepted for deposit as of the following Business Day. Deposit of each Check through the Remote Deposit Service is provisional, and such Check may be returned for insufficient funds or other reasons, including, without limitation, claims that a Substitute Check created from the Electronic Check Information does not meet legal equivalence requirements under Applicable Law or that the Electronic Check Information is incomplete or inaccurate. We will have no responsibility for the delayed return of a Substitute Check that includes any message text or other information you add in the depository bank endorsement area on the Electronic Check Information. If a financial institution returns a transaction using the Electronic Check Information or Substitute Check to us, we may charge your Designated Account for the amount of the return, return the Substitute Check to you, or re-present the Electronic Check Information or Substitute Check to the financial institution for payment. We will make returns using the Electronic Check Information or Substitute Check as the charge-back item, which may be subject to an additional fee as we indicate from time to time in our Fee Schedule.

5. Your Covenants.

- a. <u>Fraud Prevention and Quality Measures</u>. You will establish policies and procedures to detect fraudulent Checks and to ensure a Check is suitable, legally and practically, for conversion to a Substitute Check. These policies and procedures should include, at a minimum, that (i) the Check is written in blue or black ink, (ii) the handwriting on the Check is legible, (iii) the Check conforms in paper stock, dimension, shape, and otherwise with generally applicable industry standards for the form of a Check, (iv) the MICR Line must appear to be fully intact, (v) the Check has a watermark on the back, (vi) that the Check is signed and endorsed, and (vii) that the Check is being deposited into an account in which it is made payable to.
- b. Endorsement of Checks. You will ensure that all Checks have the proper endorsement for deposit prior to transmitting any Check for deposit.
- c. Handling of Original Checks. You will establish a policy for retention of original Checks for a recommended 30 days or longer in order to have such Checks available in the event of any dispute; you agree that such Checks will be retained in a secure manner, with access only by persons with a reasonable need to access the original Checks, and you assume all liability for the loss or theft of the original Checks and for the presentment of such Checks in any manner to us or any other financial institution. In the event you receive notice from us or any third party of any dispute with respect to Electronic Check Information or the underlying original Check prior to the time the original Check is destroyed, you will retain the original Check until we provide you notice that such dispute has been fully resolved. You will promptly provide any original Check in your possession to us at our request to aid in the clearing and collection process or to resolve any claims by third parties with respect to any Check. You will destroy the original Checks at the expiration of the retention period you establish by shredding such original Checks or by another commercially reasonable method of destruction designed to render the Checks and information contained on the Checks unusable and unreadable.

- d. Marking of Original Checks. Immediately after capturing and transmitting the Electronic Check Information for an original Check to us and prior to storing the Checks in compliance with this Part V, you will confirm that the Authorized Equipment has franked the original Check in a way to indicate that the original Check has been electronically captured for deposit.
- e. <u>Retention of Information</u>. You will retain all bookkeeping and other information concerning the process of creating Electronic Check Information for no less than sixty (60) days. In the event of lost, mistaken, incomplete or unusable Electronic Check Information, or in the event of claims of fraud, alteration, counterfeit or otherwise, you will cooperate fully with us in providing information, including access to such records.
- f. <u>Daily Item Balancing</u>. You agree to verify Electronic Check Information transmitted to us prior to the cut-off on the previous Business Day and immediately notify us of any error discovered. We will assist you in resolving transmission errors, and adjustments may be made in accordance with our rules with respect to your account and our funds availability policy, as each may be amended from time to time. We are not responsible for detecting any errors in any Electronic Check Information.
- g. <u>Multiple Submissions</u>. You will not submit Electronic Check Information to us or any other financial institution with respect to a Check that has been previously deposited with us or any other financial institution. You will not deposit with us or any other financial institution a Check, Electronic Check Information, or a Substitute Check with respect to a Check about which you have previously transmitted Electronic Check Information to us.
- h. Contingency Plan. You agree that in the event that communications, equipment or website outages prevent you from transmitting, or prevent us from receiving, Electronic Check Information, you will transport Checks to our closest branch location that accepts deposits until such time that the outage can be identified and resolved. Each of the parties will notify the other immediately if such outage occurs and keep the other apprised of the status of the outage.
- i. <u>Self-Evaluation/Audit</u>. You will accurately and promptly complete any security/controls self-evaluation and/or risk assessment provided by us to you from time to time with respect to the Remote Deposit Service. You will cooperate and permit us, or our representative, to periodically visit your site to review your security policies and procedures and your compliance with your obligations pursuant to this Part V with reasonable advanced notice during normal Business Days and hours. Upon our request, you will implement specified internal controls identified by us at your locations.
- j. <u>Training and Supervision</u>. You will train your employees and other representatives in the use of the Remote Deposit Service, and you are solely responsible for supervising and auditing access to and use of the Remote Deposit Service by such persons.

6. Representations and Warranties.

Each time Electronic Check Information is transmitted to us on your behalf, in addition to your representations and warranties made elsewhere in this Agreement, you represent and warrant to us that: (a) the preparation and presentment of the Electronic Check Information complies with this Part V; (b) the Electronic Check Information contains all information required to be accurately captured pursuant to Section 2(a) of this Part V and such information represents all information on the front and back of the Check at the time you transmitted the Check through the Remote Deposit Service; (c) the original Check has not been altered in any manner by you or any third party; (d) neither the original Check nor any paper or electronic representation of the Check has been previously deposited with us or any other financial institution; and (e) you are making all encoding, transfer, presentment and other warranties made under Applicable Law and the Account Terms and Conditions.

7. Your Information Technology Security Obligations.

You and your employees or other representatives will immediately notify us if you know or suspect that the Authorized Equipment has been infected with a virus or spyware, or has otherwise been intruded upon. You and your employees or representatives will not: (a) attempt to bypass any of the Authorized Equipment and Website security configurations; (b) attempt to bypass the automatic updating of virus and spyware definitions and critical operating system updates; (c) connect any modems or other networking devices to any Authorized Equipment; (d) use Authorized Equipment and Website for any use other than the intended purpose of enabling you to use the Remote Deposit Service. It will be your sole obligation to securely store any electronic information provided to you through the Remote Deposit Service.

8. Authorized Equipment and Website; System Requirements.

The provisions of Sections 8(a), (b) and (c) of this Part V apply to Authorized Equipment and the Website. Section 8(d) of this Part V contains the minimum system requirements required to utilize the Remote Deposit Service.

a. Your Responsibility for Costs and Risk. We will provide you with the Authorized Equipment and we will retain ownership of the Authorized Equipment. After delivery, you bear all risk of loss associated with the Authorized Equipment, including

damage, theft or destruction, and including any claim of injury caused by the Authorized Equipment. You will, at your expense, keep the Authorized Equipment in good condition, repair, and working order by providing routine mechanical maintenance. In the event of loss or damage of any kind whatever to the Authorized Equipment while in your possession, you will, at our option, either (a) repair the Authorized Equipment, (b) pay us the undepreciated value of the Authorized Equipment, or (c) pay us the replacement cost of the Authorized Equipment. You are solely responsible for any equipment you use in connection with the Remote Deposit Service other than the Authorized Equipment. We will have no obligation to (i) make changes to the Authorized Equipment or Website; (ii) furnish or install operating supplies, accessories or other consumables (such as ribbons, ink, and other supplies); (iii) provide service options, attachments or other equipment or software not part of the Authorized Equipment or Website; (iv) provide emergency or other services not specifically provided for in this Part V.

- b. Your Use of the Authorized Equipment and Website. You will: (i) use the Authorized Equipment and Website in accordance with our instructions; (ii) implement and install Authorized Equipment updates in a timely manner after such updates are provided to you; (iii) not bypass or disable any security mechanisms on the Website; (iv) comply with the Security Procedures; and (v) ensure that the Authorized Equipment is clean and operating properly and inspect and verify the quality of the Electronic Check Information created and transmitted through the Remote Deposit Service.
- c. Access to Website. You acknowledge that the ability to access the Website or the Remote Deposit Service may from time to time be unavailable to you, whether because of technical failures or interruptions, intentional downtime for service or changes to the Website, or otherwise. You agree that any reasonable interruption or unavailability of access to the Website, will not constitute a default by us under this Part V or give rise to any liability to us or our Vendor.
- d. System Requirements. You will, at all times, maintain and use the Remote Deposit Service using systems owned, leased or licensed to you that meet the minimum requirements for web browser, operating system and internet connection. We will provide minimum requirements for Remote Deposit Service in writing at time of enrollment, which requirements may be amended by us from time to time. You will be responsible for all telecommunications/Internet connectivity related costs as well as the costs of any equipment or supplies necessary to access or operate the Authorized Equipment and Website. You will be responsible for all electrical outlets, telephone outlets, surge protectors, extension cords, splitters, or any other special equipment necessary to operate the Authorized Equipment and Website. You agree to have processes in place to ensure software updates and patches are applied to any systems accessing the Authorized Equipment and Website and such systems will be maintained in a secure area. We will have no liability or responsibility for any damages incurred by you or claims made against you arising out of or related to the foregoing equipment or any changes you make to your hardware or software configuration necessary to maintain the minimum system requirements provided in this Section 7.

9. Support Services.

We will provide telephone, e-mail or Internet-based installation and training support as reasonably necessary (in our discretion) for your implementation and continued use of the Remote Deposit Service. Any onsite installation and training will be at our discretion and at the price established by us. We will provide maintenance and support for the Website as reasonably required (in our discretion) to permit your use of the Remote Deposit Service, including (a) corrections, workarounds and bug fixes, as generally known to us; (b) modifications, enhancements and updates that we elect to make generally available to customers without additional fees; and (c) telephone support during our regular business hours.

10. Our Liability.

Without affecting any limitation on our liability otherwise set forth elsewhere in this Agreement, we will not be liable to you for any of the following: (a) any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to us; (ii) any unauthorized actions you, your employees, or agents initiate or cause; (iii) the failure of third persons, vendors or the Authorized Equipment or Website to perform satisfactorily; (iv) any refusal of a payor financial institution to pay a Substitute Check or Electronic Check Information for any reason (other than our gross negligence or willful misconduct), including without limitation, that the Substitute Check or original Check from which the Electronic Check Information was obtained was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) your (or any other party's) lack of access to the Internet or inability to transmit or receive data; (vi) failure or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems; or (vii) if you do not follow or comply with your obligations under this Part V. Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Part V will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Substitute Check or Electronic Check Information to the payor financial institution. You acknowledge and agree that the limitations of liability in this Part V are a bargained for allocation of risk and liability, and agree to respect such allocation and risk. You acknowledge that we would not enter into this Part V without the limitations of liability set forth in this Part V.

11. Indemnification.

In addition to your obligations of indemnification set forth in the Account Terms and Conditions, under the Uniform Commercial Code, and as set forth elsewhere in this Agreement, you will indemnify, reimburse or otherwise hold harmless us, our affiliated companies and our employees and agents for any and all costs, losses, claims, taxes, expenses, liabilities and damages (including reasonable attorneys' fees and any fine, penalty or sanction imposed upon us by any clearing house or any governmental entity) incurred or sustained by us in good faith and without gross negligence (a) in connection with or related to this Part V, including, but not limited to all costs, losses, claims, taxes, expenses, liabilities, or damages (including reasonable attorneys' fees) resulting directly or indirectly from (i) transmittal of any Electronic Check Information, creation of a Substitute Check, or payment of any Check deposited through the Remote Deposit Service, without regard to whether you actually authorized the use of the Remote Deposit Service with respect to the applicable Check, (ii) payment of a fraudulent Check by us where the fraud could have been detected on the original Check through the Check's security features, but could not be detected because the original Check was transmitted via Electronic Check Information, and (iii) a breach by us of our representations and warranties under Applicable Law that is caused, directly or indirectly, by Electronic Check Information that would not have otherwise been breached had you deposited the original Check with us; (b) any failure by you to perform under this Part V and (c) any loss caused directly or indirectly by your retention and storage of physical Checks, including but not limited to loss as a result of identity theft, forged endorsement or forged signatures, counterfeit Checks or any fraud or malfeasance of any type committed by any of your employees or representatives in connection with the Remote Deposit Service.

12. Term and Termination and Responsibilities upon Termination.

Notwithstanding anything in this Agreement to the contrary, once enrolled, the Remote Deposit Service will continue until terminated as follows: (a) after the Remote Deposit Service has been in effect for one (1) full calendar year, by you upon 30 days prior written notice to us, for any reason; provided however that you may terminate the Remote Deposit Service during the first calendar year by paying us liquidated damages in the amount of six (6) months fees for the Remote Deposit Service; (b) by us, for any reason, upon thirty (30) days written notice to you; (c) by us immediately upon written notice to you (i) for your failure to pay us any amount due to us under this Part V of this Agreement, which termination will take effect immediately, (ii) for your failure to install and use any changes or updates to the Authorized Equipment or Website as required herein, if such failure is not cured within such ten (10) day period, (iii) if we discover any willful misconduct (including bad checks or fraudulent activities) by you or any third party with respect to Checks or Electronic Check Information processed by you, (iv) there is an actual or suspected breach in the security of any material component or aspect of the Remote Deposit Service, or (v) we deem that the provision of the Remote Deposit Service to you presents an undue financial or reputation risk to us; or (d) automatically, upon termination of this Agreement. Any termination will not affect obligations arising prior to termination, such as the obligation to process any Checks and Electronic Check Information. Within 30 days after termination of the Remote Deposit Service, you will return the Authorized Equipment to us in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering the Authorized Equipment at your cost and expense to us. In addition, you will keep your Designated Account open until the later of (a) 60 days after the date of termination, or (b) final payment with respect to all processing fees, and will keep in such Designated Account an amount sufficient to cover any remaining outstanding Checks. If any such outstanding Checks or returned items exceed the amount in the Designated Account, you will pay such excess to us upon demand. You will also continue to retain Checks and forward Checks to us as required by this Part V. Upon termination of the Remote Deposit Service or this Part V, Sections 3, 4, 5, 6, 7, 9, 10, 11 and 12 of this Part V will survive termination.

PART VI: STATEMENTS ON CD SERVICE

1. Description of Statements on CD Service.

The Statements on CD Service allows you to receive statements for your Designated Account by delivery on either CD or DVD disks which will be mailed to you or may be accessed and downloaded by you via a designated Website with delivery notifications sent to you via e-mail.

2. Procedure.

In the Business Services Request Form, you will identify the Designated Accounts, the requested delivery method (CD or Web) and the required delivery details.

PART VII: POSITIVE PAY SERVICE

1. Description of Positive Pay Service.

The Positive Pay Service is provided in order to assist you in minimizing fraud loss with respect to Checks drawn against one or more Designated Accounts. You will be required to upload all outstanding Checks on each Designated Account within the Positive Pay Service located within Business Premium. Upon your request, we will create a Master Issue File for each Designated Account in reliance on the information provided by you. Information concerning Checks provided by you to us is generally available on the Master Issue File on the first Business Day of each month for the preceding month. You must follow procedures established by us for upload of file information and for the manual addition of a Check to the Master Issue File. You must accurately supply us (in

accordance with our procedures) with all required information concerning Checks prior to the deadline established by us from time to time. Such information includes, without limitation, the account number, the Check number, and the amount of the Check. The date on which the file containing issued Check information is provided to us will be presumed to be the issue date of the Checks included in the file, unless the file contains an alternate issue date. After Checks drawn on the Designated Account(s) are posted, we will electronically compare the information on the Master Issue File to the Checks presented to us for payment. You will receive a notification via email if there are positive pay exceptions to be reviewed by you in accordance with this Part VII.

2. Standards

You must comply at all times with our standards and procedures for the Positive Pay Service as set forth in this Agreement and the Business Services Request Form. We may, in our sole discretion, change all or any such standards or procedures. You are solely responsible for the accuracy and completeness of all information provided to us. You shall issue Checks with the Check serial number contained in the MICR Line of those Checks issued on the Designated Accounts. If we make changes in standards of Check quality or format, you shall make such changes within five (5) Business Days of any such request. At our request, you shall provide us with sample Checks for testing when you receive new Check stock. We shall not be responsible for correcting or resolving processing errors caused by substandard quality magnetic encoding. You may not change the format of your Check issue file without our prior approval.

3. Procedures

You understand that in addition to your responsibilities outlined above, you have various responsibilities that require communication with us. We may rely on any Instructions that we receive from an Authorized Signer, Primary User or Company User which we reasonably believe is genuine and delivered by an Authorized Signer, Primary User or Company User. As outlined below, your responsibilities and our responsibilities further include the following:

- a. Exception Items. Based on the schedule set forth in the Business Services Request Form, we will make reasonable efforts to provide you with notification via email to alert you that exceptions exist for Checks presented to us the previous day that do not match the Check serial numbers and dollar amounts in the Master Issue File for that Designated Account or that are otherwise deemed to be Exception Items. You must instruct us no later than the deadline established by us from time to time to return any Exception Item. We do not pay Exception Item(s) unless you provide us with timely Instructions to pay such Exception Item(s). If you wish to instruct us to pay Exception Item(s) if you do not provide us timely Instructions to return such Exception Item(s), you may instruct us to do so on the Business Services Request Form and we will pay Exception Item(s) provided there are sufficient funds in your Designated Account and we do not otherwise have any concerns regarding fraudulent activity.
- b. <u>Checks that Match the Master Issue File</u>. Excluding valid legal stop payment orders and issue records voided at your request, all Checks that match by serial number and dollar amount to the Master Issue File for a Designated Account will be deemed to be properly payable and we are authorized to pay all such Checks. You may instruct us no later than the deadline established by us from time to time to refuse payment on a Check even though said Check matches the serial number and dollar amount to the Master Issue File. We have no obligation to return any Check if it is otherwise properly payable.
- c. <u>Stop Pay</u>. You may provide an Instruction to stop payment on a Check through the Positive Pay Service. This Instruction shall serve as a stop payment only for purposes of the Positive Pay Service, and shall not constitute a legal stop payment order. In order to establish a legally binding stop payment order, you must follow the process set forth in the Account Terms and Conditions.

4. Your Obligations

In the event of an inconsistency between requirements under the Uniform Commercial Code of Missouri or other Applicable Law or regulation governing accounts, and this Agreement, the provisions of this Agreement shall prevail to the extent permitted by Applicable Law. The use of the Positive Pay Service does not affect your obligations to discover and report unauthorized or missing signatures and endorsements, or alterations on Checks drawn on your Accounts. We shall have no responsibility for any liability, loss or damage resulting from us (i) paying any Check which matches the Master Issue File; (ii) paying any Exception Item pursuant to your Instructions; (iii) paying an Exception Item where you have failed to timely provide us with instructions not to pay the Exception Item; and/or (iv) at your Instruction, not paying a Check even though it matches the Master Issue File.

5. Miscellaneous Provisions.

- a. Survival. Sections 4 and 5(a) of this Part VII will survive termination of the Positive Pay Service.
- b. Applicable <u>Regulations and Law</u>. Part VII, together with all Master Issue Files and other transactions hereunder, shall be subject to applicable provisions of state and federal law, regulations of the Federal Reserve Board, all applicable circulars and operating letters, bylaws, regulations and other governing documents of the Federal Reserve Bank and the Federal Reserve Board, and all applicable Check processing rules.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers effective as of the date signed below.

BANK: ANDMARK BANK, N.A.	COMPANY: GRAYSON COUNTY
By: Blut MID	By: Mayla Hawkins
(Signature-Bank Officer)	(Signature-Authorized Person)
BRITTANY MELTON	GAYLA HAWKINS
(Print Name)	(Print Name)
AVP	COUNTY TREASURER
(Print Title)	(Print Title) 6/5/2017
(Date Signed)	(Date Signed – Effective Date)

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SCHEDULE 1: DEFINITIONS

- 1. "Access Credentials" means any access, log-in, or other ID, PIN, password, codes or other means of access to any Service that we assign to you or your Authorized Signers, Primary User, or Company Users, or that you select, as applicable, for purposes of gaining confidential or restricted access to or use of any Business Service.
- 2. "Account" means any deposit or loan account you have with us which may be accessed through any of the Business Services.
- 3. "Account Information" has the meaning set forth in Section 1(d) of Part II.
- 4. "Account Terms and Conditions" means the agreements, disclosures, notices and related documents governing each of your Accounts, other than this Agreement.
- 5. "ACH" means a fund transfer system governed by the ACH Rules.
- 6. "ACH Authorization" means a written agreement that is signed or similarly authenticated pursuant to which a consumer authorizes you to allow payments processed via ACH to be deposited in or withdrawn from the consumer's account at a financial institution.
- 7. "ACH Operator" means the operator used by us to transmit funds via ACH and shall generally refer to the Federal Reserve Bank.
- 8. "ACH Rules" mean the Operating Rules of the National Automated Clearing House Association and any additional rules adopted by local or state ACH associations, as such rules are amended from time to time.
- 9. "ACH Service" means the Business Service described in Part III.
- 10. "ACH Vendor" means any third party service provider which you retain and through which you access the ACH Services.
- 11. "Affiliate" means a business entity controlled by or under common control with another business entity.
- 12. "Agreement" has the meaning set forth in the Preamble.
- 13. "Applicable Law" means all applicable federal, state or local laws, executive orders, ordinances, rules, regulations or regulatory guidance and all applicable rules or regulations of any clearinghouse or other organization.
- 14. "Authorized Equipment" means the scanner equipment you utilize to use the Remote Deposit Service that is provided by us.
- 15. "Authorized Signer" means the individual(s) designated by you by resolution of your governing body to have authority to execute agreements and amendments thereto on your behalf, elect Business Services and otherwise act on your behalf with respect to the Business Services and that, by resolution, also have the authority to delegate other individuals to execute agreements and amendments thereto on your behalf, elect Business Services and otherwise act on your behalf with respect to the Business Services.
- 16. "Bank," "we," "us," and "our" refers to Landmark Bank, National Association and any agent, independent contractor, or other third party we may involve in the provision of the Business Services.
- 17. "Bill Payment" has the meaning set forth in Section 1(b) of Part II.
- 18. "Business Day" means Monday through Friday, excluding Federal and State bank legal holidays.
- 19. "Business Premium Internet Banking" has the meaning set forth in Section 1(a) of Part II.
- 20. "<u>Business Services</u>" means each of the services provided by us as set forth in this Agreement, including the ACH Service, the Wire Transfer Service, the Remote Deposit Service, the Lockbox Service, the Positive Pay Service, the Reverse Positive Pay Service the Statements on CD Service and Business Premium, along with any other business services we may add in our discretion.
- 21. "Business Services Request Form" means the enrollment form provided by us that you complete to enroll in one or more Business Services.
- 22. "Check" means a physical draft, payable on demand and drawn on or payable through or at a United States office of a bank, whether or not negotiable, that is handled for forward collection or return, including a traveler's check, and does not include a noncash item, a Substitute Check or a Remotely Created check.
- 23. "Company User" means each individual given Access Credentials by you, an Authorized Signer or a Primary User.
- 24. "Confidential Information" means information you obtain from us related to your Accounts or to a Business Service, including without limitation, security information, Access Credentials, security devices, our business processes and the terms of this Agreement
- 25. "Costs" has the meaning set forth in Part III, Section 13.
- 26. "Designated Account" means the Account(s) for which you have designated for a particular Service on a Business Services Request Form.

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- 27. "Electronic Check Information" means electronic data including all information contained on the front and back on a check in a form acceptable to us for processing through the Remote Deposit Service.
- 28. "Electronic Delivery" has the meaning set forth in Section 1(d) of Part II.
- 29. "Exposure Limits" means a limit we establish from time to time on the amount of ACH transactions that may be outstanding on your behalf at any time, for the ACH Service, and the amount of Checks you may deposit using the Remote Deposit Service, for the Remote Deposit Service, at any time.
- 30. "Fee" means the charges, fees and assessments we establish from time to time applicable to each Business Service.
- 31. "FIS" has the meaning set forth in Section 1(b) of Part II.
- 32. "Foreign Check" means a check, money order, or bank draft drawn on a foreign bank (including without limitation, foreign checks in foreign currency; foreign checks in U.S. dollars; foreign money orders; foreign bank drafts; Canadian checks in U.S. dollars; and Canadian checks in Canadian dollars).
- 33. "<u>Instruction</u>" means any instruction you provide to us, electronically, verbally or in writing, instructing us to perform certain Business Services or to perform a Business Service in a particular manner.
- 34. "Item" means a check, draft, money order or any other form of negotiable instrument of payment.
- 35. "MICR Line" means the line on the bottom of original Check containing information concerning the Check and is printed in Magnetic Ink Character Recognition form.
- 36. "Mobile App" has the meaning set forth in Section 1(c)(1) of Part II.
- 37. "Mobile Banking" has the meaning set forth in Section 1(c)(1) of Part II.
- 38. "OFAC" means the U.S. Department of Treasury's Office of Foreign Assets Control.
- 39. "Primary User" means the individual delegated by you or an Authorized Signer to manage your Business Premium Service.
- 40. "Regulation E" means Regulation E, as it may exist from time to time, implementing the Electronic Funds Transfer Act.
- 41. "Remotely Created Check" means a check you or a person other than the payor of the check creates on behalf of a payor in which the payor's signature does not appear.
- 42. "Remote Deposit Service" means the Business Service described in Part V.
- 43. "Security Procedures" means the security procedures we establish for a particular Business Service as disclosed to you on the Business Services Request Form and as may be amended by us from time to time upon written notice to you.
- 44. "Settlement Date" means the date an exchange of funds with respect to an Entry is reflected on the books of the Federal Reserve Bank of Kansas City or other applicable Federal Reserve Bank.
- 45. "Statements on CD Service" means the Business Service described in Part VI.
- 46. "Substitute Check" means a paper reproduction of the original Check that meets all requirements of Applicable Law and is produced from Electronic Check Information or a Check Image.
- 47. "Supplemental Documentation" means supplemental information we provide to you with respect to certain Business Services, including without limitation, instructions, procedures, operational guidelines, and additional terms you may be required to agree to when you sign up for a Business Service or log on to a Business Service for the first time. The term does not include documents, letters, correspondence or other items you supply us unless we have separately signed that document and stated that it is part of this Agreement.
- 48. "<u>UCC 4A</u>" means Article 4A of the Uniform Commercial Code, as adopted by the State where our principal office is located.
- 49. "Vendor" is a third party that provides Authorized Equipment, the Website or services to you or us.
- 50. "Website" means the Internet website you use in connection with a Business Service.
- 51. "Wire Transfer Service" means the Business Service described in Part IV.
- 52. "You" and "your" refers to the business enrolling in or using any of the Business Services.

APPENDIX A: MOBILE BANKING ADDENDUM TO THE BUSINESS SERVICES AGREEMENT

Effective March 21, 2016

END USER TERMS

This service is provided to you by Landmark Bank, National Association ("Landmark Bank") and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Landmark Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

Thank you for using Landmark Bank's Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at anytime. In case of questions please contact customer service at information@LandmarkBank.com or call (800) 618-5503.

Terms and Conditions

- 1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Landmark Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
- 2. The services are provided by Landmark Bank and not by any other third party. You and Landmark Bank are solely responsible for the content transmitted through the text messages sent to and from Landmark Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.).
- 3. This Addendum supplements the terms and conditions within the Electronic Banking Services Agreement or Business Services Agreement, as applicable, which your authorized company representative(s) have already agreed to, governing your relationship with Landmark Bank and those terms remain in full force and effect. Those Agreements can be found at https://www.LandmarkBank.com/Disclosures.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

- 1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
- 2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- 3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- 4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
- 5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR

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CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

- 6. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
- 7. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
- 8. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

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GRAYSON COUNTY COMMISSIONERS COURT

AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE OFFICE NO LATER THAN 12:00 P.M. ON THE THURSDAY PRECEDING A MONDAY MEETING.

Print

PLEASE PROVIDE THE FOLLOWING INFORMATION:				
JUDGE OR COMMISSIONER AUTHORIZING:	Bill Magers			
NAME OF PERSON PRESENTING THE REQUEST:	Richey Rivers			
DEPARTMENT:	Auditor			
TELEPHONE NO:	4245			
DATE:	5/23/17	COURT DA	ATE:	5/23/17
REMARKS:				
Damage to a county vehicle - 2	012 Dodge Ram - hit	a deer.		
ACTION REQUESTED OF THE COURT:				
HAS THIS ITEM BEEN BEFORE THE COMMISSIONERS COURT PREVIOUSLY? IF SO, WHEN?				
Attachments:				
Click to download				
□ TAC check				
☐ <u>Check</u>				
History				_
Time	Who		Approval	
5/15/2017 2:41 PM	Commissione	r Court Approval	Yes	

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL-CLAIMS

5/8/2017

CHECK DATE CHECK NO.

5/8/2017 25346

 VENDOR ID
 VENDOR NAME

 756000969-11
 Grayson County

 DATE
 INVOICE NO.

APD20172340-1

DESCRIPTION

Payment for repairs on a 2012 Dodge Ram; vin:

\$3,223.35

AMOUNT

ACCOUNT NUMBER

5/8/2017 APD20172340-1

3869 Deductible

\$-1,000.00

010.000.49900

Assoc,

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL-CLAIMS

1210 SAN ANTONIO STREET AUSTIN, TX 78701 (512) 478-8753



30-9/1140

AMOUNT

25346

0

5/8/2017

DATE

\$ 2,223.35

PAY

TWO THOUSAND TWO HUNDRED TWENTY-THREE AND 35 / 100 DOLLARS

TO THE ORDER OF:

Grayson County

ATERMARK PAPER - HOLD TO LIGHT TO VIEW

100 W Houston St Lowr 1 Sherman, TX 75090-0034 VOID AFTER 180 DAYS

Chris Munion

#O25346# #11400009,3#

5917369141

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL-CLAIMS

25346

Grayson County

100 W Houston St Lowr 1 Sherman, TX 75090-0034 TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL-CLAIMS

CHECK DATE CHECK NO.

5/10/2017 25449

5/10/2017

APD20172093-1

Supplement for repairs on a 2015 Ram 1500l vin:

\$425.30

5645

010.000.49900

A SSOC,

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL-CLAIMS

1210 SAN ANTONIO STREET AUSTIN, TX 78701 (512) 478-8753



FROST BANK 30-9/1140

VOID AFTER 180 DAYS

5/10/2017

DATE

AMOUNT

25449

0

\$ 425.30

PAY

FOUR HUNDRED TWENTY-FIVE AND 30 / 100 DOLLARS

TO THE ORDER OF:

Grayson County

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

100 W Houston St Lowr 1 Sherman, TX 75090-0034

"O25449" 1:1140000931:

5917369141

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL-CLAIMS

25449

Grayson County

100 W Houston St Lowr 1 Sherman, TX 75090-0034



GRAYSON COUNTY COMMISSIONERS COURT

AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE OFFICE NO LATER THAN 12:00 P.M. ON THE THURSDAY PRECEDING A MONDAY MEETING.

PLEASE PROVIDE THE FOLLO	OWING INFORMATION:			
JUDGE OR COMMISSIONER AUTHORIZING:	Bart Lawrence			
NAME OF PERSON PRESENTING THE REQUEST:	Richey Rivers			
DEPARTMENT:	Auditor			
TELEPHONE NO:	4245			
DATE:	5/23/17	COURT DA	TE:	5/23/17
REMARKS:				
Use funds received from Tang	lewood and the City of Den	ison to purchase ro	ad materials	
ACTION REQUESTED OF THE COURT: HAS THIS ITEM BEEN BEFORE THE COMMISSIONERS COURT PREVIOUSLY? IF SO, WHEN?				
Attachments: Click to download				
□ Budget adjustment				
History				
Time	Who		Approval	
5/19/2017 8:27 AM	Commissioner Court A	pproval	Yes	

LINE-ITEM TRANSFER AMENDMENT

DATE: 5/23/17	DAT	E:	5/23/1	7
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Honorable Commissioners Court of Grayson County:

I submit to you for your consideration the following amendment:

		Account Name	Account Number	Amount
From	n:	Contracted Road Work	240-000-49800	200,000
		Rock	240-704-53530	8,500
т		Road Oil	240-704-53540	9,000
То:		Culverts	240-704-53500	7,500
		Asphalt	240-704-53520	175,000
Rea	son:	Adjust Precinct 4 budgets, using funds from interlocal agreements (Tanglewood and Denison)		

Signed: Bart Lawrence

Approved: Bill Magers

Attest: County Clerk



GRAYSON COUNTY COMMISSIONERS COURT

AGENDA REQUEST FORM

ALL REQUESTS TO BE PLACED ON A COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE OFFICE NO LATER THAN 12:00 P.M. ON THE THURSDAY PRECEDING A MONDAY MEETING.

Print

PLEASE PROVIDE THE FOLLOWING IN	FORMATION:		
JUDGE OR COMMISSIONER AUTHORIZING:			
NAME OF PERSON PRESENTING THE REQUEST:			
DEPARTMENT:			
TELEPHONE NO:			
DATE:	COURT	ΓDATE:	
REMARKS:			
ACTION REQUESTED OF THE COURT:			
Pursuant to Chapter 551 of the Texas Government Code, Commissioners Court reserves the right to convene into executive session to discuss with its attorney contemplated litigation involving the Department of Labor investigation regarding North Texas Regional Airport firefighters pursuant to Tex. Gov't Code Section 551.071.			
HAS THIS ITEM BEEN BEFORE THE COMMISSIONERS COURT PREVIOUSLY? IF SO, WHEN?			
Attachments:			
Click to download			
No Attachments Available			
History			
Time	Who	Approval	
5/19/2017 9:31 AM	Commissioner Court Approval	Yes	



GRAYSON COUNTY COMMISSIONERS COURT

AGENDA REQUEST FORM

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DEPARTMENT:				
TELEPHONE NO:				
DATE:	COUR	T DATE:		
REMARKS:				
ACTION REQUESTED OF THE COURT:				
HAS THIS ITEM BEEN BEFORE THE COMMISSIONERS COURT PREVIOUSLY? IF SO, WHEN?				
Attachments:				
Click to download				
No Attachments Available				
History				
Time	Who	Approval		
5/19/2017 9:34 AM	Commissioner Court Approval	Yes		