



CITY COUNCIL AGENDA

October 1, 2024

***THE CITY COUNCIL SHALL HOLD ITS REGULAR MEETINGS IN THE COUNCIL CHAMBER
IN THE CITY HALL, LOCATED AT 121 S. MERIDIAN, BEGINNING AT 7:00 P.M.***

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION: MINISTERIAL ALLIANCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA p 4**
- 6. ADMINISTRATION AGENDA p 5**
 - A. City Council Meeting Minutes – September 17, 2024
- 7. PRESENTATIONS / PROCLAMATIONS p 12**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 12**
- 9. APPOINTMENTS p 12**
- 10. OLD BUSINESS p 12 -**
- 11. NEW BUSINESS p 13**
 - A. DAR – Wreaths Across America p 13
 - B. Resolution 765-24; Authorization for IntraFI account –Emprise Bank p 16
 - C. Resolution 766-24; Authorization for IntraFI account – Intrust Bank p 49
 - D. Resolution 768-24; Region G Hazard Mitigation Plan p 74
- 12. CONSENT AGENDA p 79**
 - A. Appropriation Ordinance – October 1, 2024 p 80
 - B. Delinquent Account Report – July 2024 p 88
- 13. STAFF REPORTS p 94**
- 14. GOVERNING BODY REPORTS p 95**
- 15. ADJOURN**

All items listed on this agenda are potential action items unless otherwise noted. The agenda may be modified or changed at the meeting without prior notice.

At any time during the regular City Council meeting, the City Council may meet in executive session for consultation concerning several matters (real estate, litigation, non-elected personnel, and security).

This is an open meeting, open to the public, subject to the Kansas Open Meetings Act (KOMA). The City of Valley Center is committed to providing reasonable accommodations for persons with disabilities upon request of the individual. Individuals with disabilities requiring an accommodation to attend the meeting should contact the City Clerk in a timely manner, at cityclerk@valleycenterks.org or by phone at (316)755-7310.

For additional information on any item on the agenda, please visit www.valleycenterks.org or call (316) 755-7310.

CALL TO ORDER

ROLL CALL

INVOCATION – MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOMMENDED ACTION:

Staff recommends motion to approve the agenda as presented / amended.

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from September 15, 2024, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
September 17, 2024
CITY HALL
121 S. MERIDIAN

Mayor Truman called the council meeting to order at 7:00 p.m. with the following members present: Robert Wilson, Clint Bass, Ben Anderson, Gina Gregory, Chris Evans and Matt Stamm.

Members Absent: Ronald Colbert, Dale Kerstetter

Staff Present: Lloyd Newman, Public Safety Director
Neal Owings, Parks and Public Building Director
Rodney Eggleston, Public Works Director
Kyle Fiedler, Community Development Director
Clint Miller, Finance Director
Barry Arbuckle, City Attorney
Kristi Carrithers, City Clerk/HR Director

Press present: Ark Valley News

APPROVAL OF AGENDA

Gregory made a motion to approve the agenda as presented. Evans seconded the motion. Vote: Aye Unanimous Motion carried.

ADMINISTRATION AGENDA –
SEPTEMBER 3, 2024, CITY COUNCIL MINUTES-

Evans moved to approve the minutes of the September 3, 2024, City Council meeting as presented, seconded by Stamm. Vote Aye: Unanimous Motion Carried.

PRESENTATIONS/PROCLAMATIONS –

PUBLIC FORUM –

Jeremy Johnson, 248 N. Wakefield Ave. addressed Council with concerns regarding stormwater easements and fencing in his neighborhood. He stated this has been before Council in previous meetings but would like it to be reviewed again regarding the safety concerns regarding the fences and lack of consistency.

APPOINTMENTS –

OLD BUSINESS –

A. ORDINANCE 1412-24: LOAN AGREEMENT FROM KDHE-WATER TREATMENT PLANT

Finance Director Miller presented for 2nd reading and final approval Ordinance 1412-24 regarding approval of loan agreement from KDHE for the water treatment plant.

Stamm moved to approve Ordinance 1412-24 entering into loan agreement with KDHR for water treatment plant for 2nd reading. Motion seconded by Evans. Vote Yea: Unanimous. Motion carried.

NEW BUSINESS-

A. RESOLUTION 761-24; G.O. TEMPORARY NOTES, SERIES 2024-1:

Clayton Kelley, Piper Sandler, presented bids received September 10, 2024. He stated that the interest on three bids came in lower than anticipated. A low bid of 3.509% was received from Robert W. Baird & Co., Inc. The closing date for the Notes is October 10, 2024. Notes, Series 2024-1. He requested

approval of Resolution 761-24 to authorize and direct the issuance, sale and delivery of G.O. Temp notes, Series 2024-1

Wilson made motion that the bid be accepted, and that the City's execution of the bid form be ratified and confirmed and Resolution 761-24 regarding G.O. Temporary Notes, series 2024-1 be adopted. Motion seconded by Bass. Vote Aye: unanimous. Motion carried

B. ACCEPTANCE OF MIES CONSTRUCTION BID FOR OVERLOT GRADING AND EROSION CONTROL – HARVEST PLACE:

Samantha Ghareeb, SEH, requested acceptance of proposal for overlot grading and erosion control for Harvest Place sub-division from Mies Construction. The bid in an amount of \$4,467,688.43 is for base and alternate 1.

Stamm moved to accept bid and alternate 1 for overlot grading and erosion control for Harvest Place from Mies in the amount of \$ 3,367,688.43. Motion seconded by Anderson. Vote Aye: unanimous. Motion carried

C. APPROVAL OF AGREEMENT WITH MIES CONSTRUCTION-HARVEST PLACE:

Following acceptance of bid from Mies, Samantha Ghareeb, presented agreement with Mies Construction for Council approval.

Bass moved to approve agreement with Mies for improvements in Harvest Place in the amount of \$3,367,688.43 and authorize Mayor or City Administrator to sign. Motion seconded by Evans. Vote Yea: unanimous. Motion carried.

D. APPROVAL OF AGREEMENT WITH SEH-HARVEST PLACE:

Samantha Ghareeb, SEH presented for approval agreement for professional service for Harvest Place Development. Services will include Construction Administration, On-Site Resident Project Representative and Material Testing.

Stamm moved to approve agreement with SEH for professional services in Harvest Place in the amount of \$368,300.00 and authorize Mayor or City Administrator to sign. Seconded by Evans. Vote Yea: unanimous. Motion carried.

E. RESOLUTION 762-24; TRAILS END DRAINAGE PETITION:

Community Development Director Fiedler explained that the next three Resolutions are for improvements in the Trails End subdivision. The first petition requests drainage improvements for Trails End. Resolution 762-24 authorizes and provides for the construction and financing of these drainage improvements.

Anderson moved to approve Resolution 762-24 authorizing construction and financing drainage improvements to the Trails End subdivision. Motion seconded by Stamm. Vote Yea: unanimous. Motion carried.

F. RESOLUTION 763-24; TRAILS END PAVING PETITION:

The next petition requests paving improvements for Trails End. Resolution 763-24 authorizes and provides for the construction and financing of these paving improvements.

Bass moved to approve Resolution 763-24 authorizing construction and financing paving improvements to the Trails End subdivision. Motion seconded by Anderson. Vote Yea: unanimous. Motion carried.

G. RESOLUTION 764-24; TRAILS END WATER PETITION:

Kyle Fiedler presented the final petition requesting water improvements for Trails End. Resolution 764-24 authorizes and provides for the construction and financing of these water improvements.

Bass moved to approve Resolution 764-24 authorizing construction and financing water improvements to the Trails End subdivision, seconded by Stamm. Vote Yea: unanimous. Motion carried.

H. APPROVAL OF ENGINEER AGREEMENT WITH SEH – TRAILS END:

Samantha Ghareeb, SEH presented for approval agreement to provide construction documents for Trails End subdivision.

Evans moved to approve agreement with SEH for Trails End Development in an amount \$191,200.00 and authorize Mayor or City Administrator to sign. Motion seconded by Stamm. Vote Yea: Unanimous. Motion carried.

I. TRAFFIC STUDY FOR SENECA STREET – PEC

Public Works Director Eggleston presented for Council approval agreement with PEC for traffic study for roundabout located at Seneca and Tanner Trail. Anderson inquired whether funding for this study will be included in TIF. Gregory noted that the intersection was listed incorrectly in exhibit A. 3. Conceptual Design Services c) Should be North Seneca and Tanner Trail, not 5th Street. City Attorney Arbuckle stated that we could strike through the incorrect wording and update the agreement to proceed with approval.

Bass moved to approve contract with PEC for traffic study and design at Seneca Street and Tanner Trail in an amount not to exceed \$66,000.00 with the correction made to the street authorize Mayor or City Administrator to sign. Motion seconded by Wilson. Vote Yea: Unanimous. Motion carried.

J. APPROVAL OF AGREEMENT WITH SEDGWICK COUNTY REGARDING BALLOT DROP BOX

Parks and Public Building Director Ownings requested Council approve 5-year agreement with the Sedgwick County Election Office to place a ballot drop box at City Hall. He stated that the box will be moved from the current location to a space by the handicap accessible spot for easier access.

Stamm move to approve Agreement with Sedgwick County for the placement of ballot drop boxes and authorize City Administrator to sign. Motion seconded by Evans. Vote Yea: Unanimous. Motion carried.

K. REQUEST FOR ORDINANCE 17.06-01 WAIVER

Staff received a request from Wayne Bormann, 800 E Allen to waive timeframe associated with Chapter 17.06.01 6c for a period longer than 14 days but not to exceed 60 days. He completed construction of living quarters in his hanger; however, the remodeling did not meet the necessary code requirements. He requested 60 days to complete the renovations. Wilson moved motion to approve waiver of Ordinance 17.06-01 for Wayne Bormann for a period not to exceed sixty days beginning September 17, 2024. Motion seconded by Anderson. Vote Yea: Unanimous. Motion carried.

L. APPROVAL OF REQUEST FOR PROPOSAL (RFP) FOR AUDIT SERVICE:

Finance Director Miller requested approval of RFP for independent Financial Audit Services. Proposals will be due by October 15, 2024, with recommendation for approval by Council at the November 5, 2024, Council Meeting. The current contract ends December 31st.

Wilson moved to authorize RFP for independent Financial Audit Services. Seconded by Evans. Vote Yea: Unanimous. Motion carried.

M. FINANCE REVIEW – REVENUE AND EXPENSE REPORT

Finance Director Miller stated that the revenue and expense report is listed in the consent agenda on a monthly basis, but he wanted to place it as an agenda item periodically to give council an opportunity to review and ask questions. Miller noted that yearly revenue is above projections. Some expenditures might seem high or close to the yearly budget, but that can be due to timing of contracts or budgeted projects completed early in the year.

Wilson moved to accept and file the August revenue and expense report. Seconded by Stamm. Vote Yea: unanimous. Motion carried.

N. COUNCIL DISCUSSION- VALLEY CENTER CEMETERY

Council requested opportunity to discuss the Valley Center Cemetery. Mayor Truman allowed comments from the public prior to Council discussion. Steven Hipps, 446 Meeds Drive, recounted his recent experience with the burial of his father in a lot, he had purchased in 2011. As his father was not a Valley Center resident, Mr. Hipps was required to pay the difference in price from resident to non-resident. Nikki Hipps, 446 Meeds Drive, also expressed her frustration with the burial of her father-in-law. Both Mr. and Mrs. Hipps would like to be reimbursed the \$800.00 they paid for the transfer from resident to non-resident. Mary Steinkirchner, 1050 W. 77th St. N. requested a grandfather clause for early plot purchases. Mayor Truman reminded everyone that the Valley Center Cemetery is a city cemetery not private or regional. City Attorney Arbuckle stated that he will need to look at the original documents and Ordinances before he can give an opinion regarding language of transfer. Councilmember Bass said that he does feel sympathy for the family, but the city is not out to make money from families in their time of grief. Wilson reminded those at the meeting that Ordinances and Resolutions can be changed and updated. Anderson stated that staff is following the current Ordinance passed in 2022. It was updated to clear up procedures and process for plot transfers. The city cemetery is funded by taxes that city residents are assessed. While, many people claim to be from Valley Center, if they live outside of the city limits, they are not funding the cemetery. There is no intent of malice to grieving family members. He also apologized to family for the grief they felt. Mayor Truman remarked that the issue got out of hand because of Facebook and social media posts. He reminded everyone that City staff is able to provide services but are not here to be verbally abused by the public. He asked that further discussion be tabled.

No official action was taken by Council.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – SEPTEMBER 17, 2024
- B. TREASURER'S REPORT –AUGUST 2024
- C. CHECK RECONCILIATION – AUGUST 2024
- D. PLANNING AND ZONING BOARD MINUTES – AUGUST 27, 2024

Gregory moved, seconded by Evans to approve the Consent Agenda as presented. Vote Aye: Unanimous. Motion carried.

STAFF REPORTS

PARKS AND PUBLIC BUILDINGS DIRECTOR OWINGS

Between 1/3 and ½ of North Meridian St. residents have been contacted regarding the replacement of trees. A huge thank you was also given to those that have begun the process of beautifying their lawns.

PUBLIC WORKS DIRECTOR EGGLESTON

East side pour is finishing up on South Meridian. Alternate plans are still being investigated when the center lanes poured as it will be difficult for residents. Anderson requested that all citizens that travel on S. Meridian be made aware of traffic adjustments or closures, not just the residents along Meridian.

Water restrictions remain in place. Cheney Reservoir is stands at 57.7%. Thanked residents for doing their part in conservation of water.

Eggleston announced that the flashing beacon signs for school zones have been shipped. The banners and streetlights are still 6-8 weeks out.

FINANCE DIRECTOR MILLER

Announced that the city will begin a transition from a .org domain to .gov domain. He is also working on an analysis of vendors. Are they providing the best rates with the best services.

He is currently meeting with banks regarding bonds and investments. He is pursuing intrafi accounts that funds deposited into our bank can be sent out to other banks to ensure FDIC coverage. He also wants to open account at Fidelity Bank to be able to get rate bids from them.

CITY CLERK/HR DIRECTOR CARRITHERS

Reminded attendees going to the League of Kansas Municipalities conference in October of the KMIT annual meeting as well as KACM social event. Both will be October 10th.

GOVERNING BODY REPORTS-

COUNCILMEMBER BASS

Thanked Director Miller for his reports and diligent work.

He also requested that staff investigate the issues raised by Jeremy Johnson during his public comments.

Stamm moved to adjourn, second by Evans. Vote Aye: Unanimous.

ADJOURN -

The meeting adjourned at 8:33 PM.

Kristi Carrithers, City Clerk/HR Director

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the September 15, 2024, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

PUBLIC FORUM

APPOINTMENTS

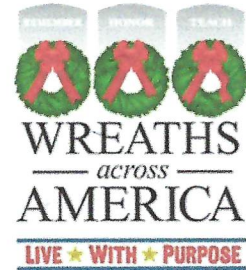
OLD BUSINESS

NEW BUSINESS

A. DAR-WREATHS ACROSS AMERICA:

Pam Brillhart, with Service to Veterans Wreaths Across America Chair will request donation of \$350.00 to purchase Remembrance Wreaths to be placed on graves on each of the 46 veterans buried in the Valley Center Cemetery. Ceremony will be held on December 14th.

- Letter of Request from the Little Arkansas DAR



Little Arkansas Chapter c/o Pamela Brillhart 7101 W 49th St N, Wichita, KS 67205-9170
LittleArkansasChapterDAR@gmail.com

September 25th, 2024

City of Valley Center Kansas
City Clerk
121 S Meridian
Valley Center, KS 67147

Dear Mayor and City Council,

The Little Arkansas Chapter, NSDAR honors each December the veterans buried in several cemeteries with a live Maine balsam Remembrance Wreath on their graves. With your permission again this year, we will hold our ceremony in the Valley Center cemetery on December 14th at 11am to correspond with the ceremony at Arlington National Cemetery in Washington, D.C.

Each wreath this year is \$17.00 and with 46 veterans in the Valley Center Cemetery that equals \$782.00. We are asking for a donation of \$350.00 to help us purchase these Remembrance Wreaths and place one on every veteran.

The Little Arkansas Chapter carries on the belief that a Veteran is not yet deceased if their name is still spoken. Each year, the Scouts help lay the wreaths and say each Veteran's name to honor them. Family members are encouraged to honor their Veterans with grave specific wreaths also.

Thank you for being a part of this community project. Your donation for wreaths is greatly appreciated. Please make checks payable to Little Arkansas Chapter and mail it no later than November 15th to:

7101 W 49th St N
Wichita, KS 67205-9170

Thank you very much,

A handwritten signature in black ink that reads "Pam Brillhart". The signature is written in a cursive, flowing style.

Pamela Brillhart, Service to Veterans Wreaths Across America Chair

NEW BUSINESS

RECOMMENDED ACTION

A. DAR-WREATHS ACROSS AMERICA:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve donation to the DAR for the wreaths across America program in the amount of \$350.00

NEW BUSINESS

**B. RESOLUTION 765-24; AUTHORIZATION FOR INTRA-FI ACCOUNT -
EMPRISE BANK:**

Finance Director Miller will present information regarding IntraFI investment option. He will present two resolutions to open IntraFI accounts with Emprise Bank and Intrust Bank. With approval of Resolutions, a second motion to name the authorized signers is needed.

- Memo- Clint Miller
- Resolution 765-24

Valley Center Investment Discussion for 10-1-24 Resolutions

The Goal:

Valley Center has done an exceptional job of handling their finances in previous years and built a substantial cash reserve for emergencies. We want to take those excess cash reserves and earn a higher rate of return on those funds that we previously have received, while also staying inside the Valley Center and State of Kansas Investment policies.

Valley Center Investment Policy

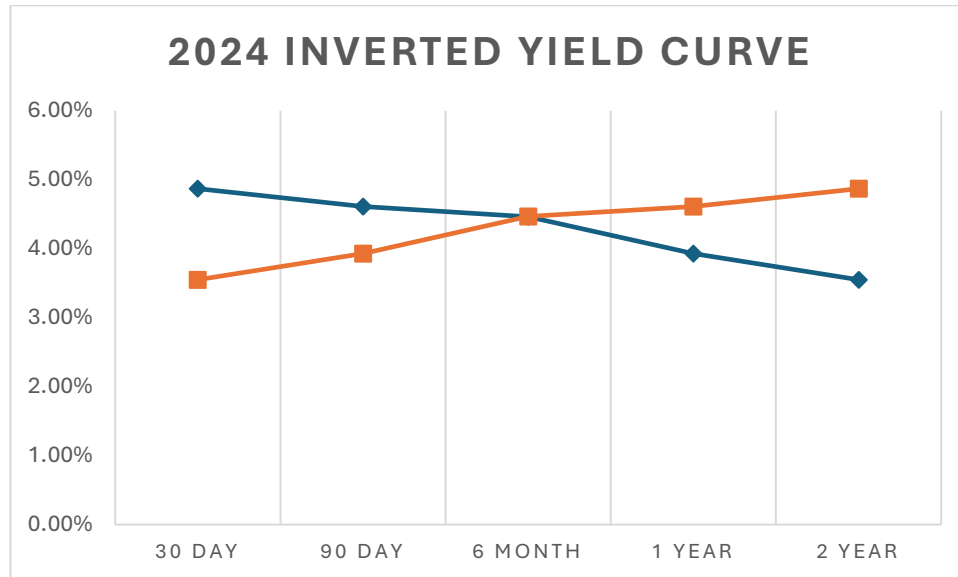
1. Last updated on 7-24-14
2. Mirrors the wording of Kansas Statute 12-1675 first created in 1968 and updated over one dozen times since then.
3. Requires investments in banks, savings and loans and savings banks only.
4. Requires us to use a bank in our county. However, the Kansas league of municipalities says that one is frequently not adhered to, and many invest out of state. The league does not really care if cities invest out of county or even out of state. Valley Center is going to stay within options in our county.
5. We can invest in savings deposits, demand deposits, time deposits and CDs.
6. Investments must be 2 years or less.
7. Investments must be fully insured by the US government or by time-backed securities. In other words, our money must be safe, insured and not able to be lost in the investment process.

Current Trends

1. Inverted Yield Curve – An inverted yield curve is when you can make a higher investment rate of return on short term bonds than longer term bonds. This happens when short-term debt instruments have a greater return than long term bonds.
2. Happened three times in past 20 years. Often last only a few months when they happen.
3. Historically, inverted yield curves are a bad sign for the economy and forecast an upcoming recession.
4. We are in the longest inverted yield curve in history. The current inverted yield curve began in July of 2022.

Example of current T-Bill rates (rates as of 9-23-24):

30 Day T-Bill	90 Day T-Bill	6 Month T-Bill	1 Year T-Bill	2 Year T-Bill
4.87%	4.61%	4.465%	3.93%	3.55%



The **orange** line is how investment curves normally look. The **blue** line is our current inverted yield curve. See how the rates get worse the longer you invest?

5. **Inverted yield curves make investing less predictable and more complex in the short term. There is a great deal of uncertainty in the investment market and the economy currently. Rates are very inverted currently. We will most likely remain in an inverted yield curve for many more months or possibly years to come.**
6. Rates are currently dropping. The Federal Reserve implemented a half point cut on September 19th.
7. Most economists believe we will see further rate cuts ahead and eventually get back to a 3.5% range a year or two from now.
8. Some economists think rates may stay high though. We are in an election year and a lot of promises are being made with a lot of money behind those promises. If a new presidential candidate gets into office and starts a borrow and spend mentality again, we could see inflationary pressure return which could lead to higher interest rates again if the economy started to overheat again.

Valley Center's Current Investment Plan

1. We earn 8/10ths of the 90 Day Treasury Note on our checking account balance. Using today's 90-Day rate that is currently 3.69%. (Other cities around Kansas earn the full 90 Day Treasury Note including Maize, KS just a few miles away).
2. Valley Center invests excess bond funds in CD's through Intrust Bank at 30-day to 6-month time frames.

Proposed Valley Center Three New Investment Strategies

1. Find a bank that will match our missing 2/10th of the 90-day Treasury Note. In today's rates that would be going from 3.69% to 4.61%. So currently today Maize gets an extra \$9,200 in investment returns per year for every \$1 million dollars in their checking account more than we receive. We are going to greatly shrink or eliminate that gap. Fully closing the gap would conservatively be an extra \$161,000 in new investment savings in our main checking account. Since we have never had this 2/10ths previously, this would be ongoing new investment returns for all years forward.
 - a. Might require us to make a different bank our main checking account.
 - b. I think we have a high percentage chance of getting this.
 - c. If we do not get this, we can still close the gap with IntraFi (explained below).
2. If we are unable to get a bank to match the 90-day T-Bill rate, then we will invest excess bank funds into:
 - a. CD's (currently have this)
 - b. T-Bills
 - c. Mixed Products – A combination of multiple types of safe/insured investments. This will most likely be the eventual endpoint for Valley Center once we are out of an inverted yield curve and the market is "normal" again.
 - d. IntraFi
 - i. This is what the first two resolutions are about.
 - ii. IntraFi was founded in 2002. In recent years, municipalities have been moving more toward it as an investment option.
 - iii. Invests funds up to \$250,000 in fully guaranteed FDIC products at banks throughout the United States.
 - iv. Money can be moved in or out daily with zero penalties or fees.
 - v. Banks make their money on a portion of the investment return percent.

Example of IntraFi:

(\$5 million to invest for this example)

*We transfer \$5M from our main bank account to a new IntraFi account at a bank. The bank then instantly transfers the 5M into IntraFi on our behalf.

*IntraFi chooses banks in strong financial positions to receive our funds from across the US.

*IntraFi opens 20 accounts across the US in banks and deposits \$240,000 in each one.

*The final account (21st account) gets \$200,000 deposited.

*Intra-Fi has different investment options all gully guaranteed. Currently the 30-day CD offers the best return. We choose that investment and keep repeating that investment monthly until some other investment offers a better return.

* When the account hits \$250,000 (max amount the government insures) they “scoop” each account back down to \$240,000 again.

*They take the scooped \$10,000 money made at each bank and open another a new account.

*Repeat process again and again

IntraFi will almost always exceed the 30-, 60- and 90-day T-Bill rates of the same time frame. On 8-28-24 for example, the APY on the 30 Day IntraFi was 5.36% vs.5.18% on the 90-day T-Bill. These rates are very volatile with an inverted yield curve though and will need to be closely monitored by the Finance Director and Treasurer.

IntraFi rates will almost always exceed the CD rates local banks could offer us directly.

IntraFi rates will also differ bank to bank on the same day based on what commission percent they are wanting to charge us.

3. Utilize the investment tools above to increase money made on our Bond funds as we draw them down for projects. We are limited to “arbitrage” limits on these funds.

The Banks Valley Center will Utilize for Investments

1. Emprise Bank– CD’s and IntraFI
2. Intrust Bank – CD’s, Treasury Bills, IntraFi and Mixed Portfolio.
3. Fidelity Bank - CD’s, Treasury Bills, IntraFi and Mixed Portfolio.
4. Halstead Bank – Passed on all options above.

Why does Valley Center need multiple banks that offer the same products?

Rates will vary from bank to bank and product to product. Having three separate banks compete against each other for our business will insure we are getting the best rates, and strongest investment returns possible on our excess money.

Final Comments on this resolution and the next two:

1. Does not require us to invest minimums amounts or at set intervals with any bank.
2. Allows us to create competition for our excess money to maximize our investment return rate.
3. Fully insured products. We cannot lose our money.
4. Our checking money is currently protected in securities that Intrust bank pledges to cover our losses. If we moved funds into IntraFi, the US government would then insure our checking account money up to \$250,000 per IntraFi account instead of Intrust.
5. The signers on the new accounts would be: The Mayor, The Finance Director and The Treasurer.
6. The newly created accounts are essentially transfer accounts for sending and receiving money from IntraFi. Money will flow between our main checking account and the newly created IntraFi accounts. Money will not “sit” inside IntraFi accounts. We will create no outside withdrawal options where any of the three signers would be able to withdrawal cash individually from an IntraFi account. We will also not create any physical checks to write on these transfer accounts.
7. Opening the accounts in the three resolutions tonight allows us to earn additional investment income we have never received before. It again obligates us to nothing, cannot hurt us in anyway and can only benefit us with better returns on our investments.
8. IntraFi has no expense to it. The banks make their money through the investment rate. For instance, if are offered a 5% investment rate on a product, the real rate could be 5.06% and the bank is keeping the .06% as their commission.
8. The remaining pages of this resolution and the next two resolutions are contract and agreement pages.

Do you have any questions on these products or items I have discussed tonight?

RESOLUTION 765-24

A RESOLUTION AUTHORIZING THE EXPANSION OF INVESTMENT OPTIONS OFFERED THROUGH EMPRISE BANK FOR THE CITY OF VALLEY CENTER, KANSAS.

BE IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS THAT:

WHEREAS, City desires to have a new investment options for their bank account fund interest and/or interest on excess Bond funds.

WHEREAS, Emprise Bank will provide an investment product option to the City called IntraFI.

WHEREAS: The City Council of the City of Valley Center authorizes the agreement between the City and Emprise Bank for IntraFI accounts.

WHEREAS: All funds are daily liquid. All funds placed in IntraFI can be sold and returned to the City on any given business day.

WHEREAS:. Interest shall be calculated using an Actual/Actual day count convention and credited monthly with final payment of maturity.

WHEREAS: This Agreement shall be open ended. Either party may terminate the agreement with written notice to the other party.

WHEREAS: Authority is granted to Finance Director, City Treasurer and Valley Center Mayor to act on behalf of the City. These signers shall have authority to perform the following activities.

Section 1. Account Opening and Maintenance; Emprise Bank hereby offers City. a revocable, nonexclusive IntraFi investment option. A new IntraFi account will be opened on behalf of City.

Section 2. Make Deposits; A new IntraFi account will be opened on behalf of City that allows for transfers to/from the City's main bank account.

Section 3. Make Withdrawals; Make withdrawals from the account in any manner permitted by the account.

Section 4. Transfer Funders; The City authorizes the Bank to use funds transferred into this account to be invested in banks across America up to a \$250,000 limit per bank account. All deposited funds per bank up to \$250,000 are fully FDIC guaranteed by the US government.

Section 5. Approve, Endorse, Guarantee and Identify Payees; Approve, endorse, guarantee, and identify the endorsement of any payee or endorse on any negotiable instrument, check, draft, or order for the payment of money

Section 6. Delegate Authority; Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorse on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft or order for the payment of money.

ADOPTED this 1st day of October 2024 and **signed** by the Mayor.

Mayor

Attested

City Clerk

**ACCOUNT INFORMATION
CHECKING ACCOUNT**

Emprise Bank
257 N Broadway St
Wichita, Kansas 67202
(316)383-4301

ACCOUNT TITLE AND ADDRESS

City of Valley Center
PO Box 188
Valley Center, KS 67147

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	INITIAL DEPOSIT
September 11, 2024	[REDACTED]	Corporation Tax Classification: _____	BUSINESS INTEREST	\$0.00

BUSINESS ENTITY INFORMATION

Name: City of Valley Center
Address: PO Box 188
Valley Center, KS 67147
Contact Name: James Truman
Contact Title: City Mayor
Contact Phone: (316)734-6058

Business Filing State: KS
Date Established: April 24, 1991
Nature of Business: Government Entity
NAICS/ISIC Code: 921190
Resolution Date: September 11, 2024
Customer does not engage in Internet Gambling.

BENEFICIAL OWNER INFORMATION

This account is an exempt account for the purposes of the beneficial ownership requirements.

DEFINITIONS. "You," "your," and "account owner" refer to the Customer, whether or not there are one or more Customers named on the account, and the terms "we," "us," and "our" refer to the Bank, Emprise Bank.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ACKNOWLEDGMENT. By signing this document, you acknowledge that you have opened the type of account designated above. The undersigned certify that all information provided to the Bank is true and accurate. As the account is in the name of a business entity, you acknowledge that you are acting on behalf of the business entity, and with respect to which you have legal authority to transact business. All signers authorize this Bank to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

Your signature acknowledges the receipt of the appropriate Account Agreement for the type of account designated above and that you agree to be bound by the Account Agreement. You acknowledge that you have received the following document(s):

- Funds Availability Policy Disclosure
- Business Account Terms & Conditions
- Schedule of Charges

One Signer Required for Withdrawals

By: Chad Clinton Miller
Its: Finance Director

Date

By: James Truman
Its: City Mayor

Date

By: Desirae M Wornack
Its: City Treasurer

Date



Signer: Chad Clinton Miller
 Address: [REDACTED]
 Title/Capacity: Finance Director
 Identification Document
 DL: [REDACTED]
 ID Issuing Location: KS
 ID Issue Date: [REDACTED]
 ID Expiration: [REDACTED]

Tax ID Number: XXX-XX-
 Date of Birth: [REDACTED]
 Not Assigned: [REDACTED]

Signer: James Truman
 Address: [REDACTED]
 Title/Capacity: City Mayor
 Identification Document
 DL: [REDACTED]
 ID Issuing Location: KS
 ID Issue Date: [REDACTED]
 ID Expiration: [REDACTED]

Tax ID Number: XXX-XX-
 Date of Birth: [REDACTED]
 Cellular: [REDACTED]

Signer: Deshae M Womack
 Address: [REDACTED]
 Title/Capacity: City Treasurer
 Identification Document
 DL: [REDACTED]
 ID Issuing Location: KS
 ID Issue Date: [REDACTED]
 ID Expiration: [REDACTED]

Tax ID Number: XXX-XX-
 Date of Birth: [REDACTED]
 Cellular: [REDACTED]

TAXPAYER IDENTIFICATION NUMBER (T.I.N.) CERTIFICATION

48-6004786

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions for the IRS Form W-9), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. person:

Exemptions (see IRS Form W-9 instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

James Truman

Date



**RESOLUTION
CORPORATION**

Emprise Bank
257 N Broadway St
Wichita, Kansas 67202
(316)383-4301

BUSINESS ENTITY NAME AND ADDRESS

City of Valley Center
 PO Box 188
 Valley Center, KS 67147

This Resolution supersedes all previous Resolutions, effective September 11, 2024.

DATE OF RESOLUTION	ACCOUNT NUMBER	Tax Identification Number
September 11, 2024	DD [REDACTED]	XX-XXX4786

By signing below, I certify to Emprise Bank ("Financial Institution") that: I am the Certifier of the above named for profit Corporation ("Corporation"), validly organized and operating under the laws of the State of Kansas; the following is a true and complete copy of the Resolution, properly adopted at a duly called meeting held on September 11, 2024 by a quorum of the Corporation's Board of Directors in accordance with the By-Laws of the Corporation, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the By-Laws of the Corporation, if any; the Financial Institution has been provided a true and complete copy of the Articles or Certificate of Incorporation and the By-Laws of the Corporation, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Corporation, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Corporation account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Corporation account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Corporation, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Corporation account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Corporation account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Corporation and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Corporation or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.



SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Corporation for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Corporation for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Corporation by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Corporation any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Corporation.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Corporation.

WARRANTY. That the Financial Institution may rely upon the certification as to the Corporation authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Corporation shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Corporation, its legal representatives, heirs, successors and assigns.



DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
Chad Clinton Miller Finance Director		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
James Truman City Mayor		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
Desirae M Womack City Treasurer		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Corporation, that all statements made in this Resolution are true and correct.

Desirae M Womack
Certifier

Date





**ICS Account Form
Business FDIC Insurance Sweep**

Company Name: City of Valley Center **Tax ID Number:** 48-6004786

Emprise Transaction Account: [REDACTED] **Sweep Point:** \$250,000.00

X Checking

Savings

Fixed Interest Rate: TBD **Annual Percentage Yield (APY):** TBD

Rate Information: The Interest rate listed will be paid on the entire balance in your account. As market rates adjust, Emprise may adjust interest rates. Determination of rate adjustments is at our discretion; we may change the interest rate on your account at any time.

The Transaction Account remains subject to all of the terms and conditions of the Company's deposit account agreement and any other agreement(s) with the Bank, which are not modified by this authorization, except as expressly provided herein. If at any time available and collected funds in the Transaction Account are insufficient to pay checks, transfers, withdrawals or other debits as presented, Bank may dishonor items as described in Company's deposit account agreement. This Authorization will remain in effect until terminated by Company or Bank. Bank may terminate this Agreement at any time upon notice to Company. Company may terminate this authorization by giving 30 days' written notice to Bank.

Authorized Signature (Signer) must be authorized on a Business Account Resolution.

Authorized Signer

Title

Signature

Date



ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

EMPRISE BANK

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS®, the IntraFi Cash ServiceSM of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

1. Deposit Placement

1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may



not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only



evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("Triggering Event"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("Root Account") to the Deposit Accounts at ICS Settlement ("Program Deposit") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("Program Withdrawal").

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 set forth Triggering Events applicable to your deposits.

4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next Business Day* ("Regular Program Deposit").

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the *same Business Day* ("Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("Same-Day Deposit Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in

a transfer of funds from the Deposit Accounts at ICS Settlement the *next Business Day* ("Regular Program Withdrawal").

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the *same Business Day* ("Same-Day Program Withdrawal") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("Same-Day Withdrawal Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a



Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA") or a Deposit Account that is a money market deposit account ("MMDA"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

5. Placement Feature

5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching

deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has



agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS (*"Exclusions List"*).

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review (*"DPR"*) will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.



(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day ("*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously

transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.



The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be

responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.



8. Additional Considerations

8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish

to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."



(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."

(d) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to

include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

10. Other Provisions

10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.



10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: EMPRISE BANK

Signature: _____

Name and title of authorized signatory:

Christian Lehr

Director of Treasury Management

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

Signature: _____

Name and title of authorized signatory (if not individual):

Chad Clinton Miller

Finance Director

Depositor TIN or approved alternate identifier (and type):

48-6004786

Email: cmiller@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)

Name	Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.



By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: EMPRISE BANK

Signature: _____

Name and title of authorized signatory:

Christian LehrDirector of Treasury Management

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

Signature: _____

Name and title of authorized signatory (if not individual):

Chad Clinton MillerFinance Director

Depositor TIN or approved alternate identifier (and type):

48-6004786Email: cmiller@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or

PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) Same-Day Program Deposits are not available.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

2. Program Withdrawals

(a) The Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from the Deposit Accounts at ICS Settlement on the next Business Day.

(b) Same-Day Program Withdrawals are not available.

(c) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



Schedule 2 to ICS Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Account Type

☒ We will place deposits for you in DDAs.

☐ We will place deposits for you in MMDAs.

☐ We may place deposits for you in DDAs or in MMDAs.

(Check one above.)

→

☐ You may use up to six MMDA Program Withdrawals per month.

☐ No per-month MMDA Program Withdrawal limit applies.

(If MMDAs will or may be used, check one above.)

2. Placement Feature

☒ We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☐ We will use only the Reciprocal Feature in placing deposits for you.

☐ We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

Signature of sole or primary Depositor

Custodial Agreement



You, the undersigned, enter into this Custodial Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

EMPRISE BANK

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

NEW BUSINESS

RECOMMENDED ACTION

**B. RESOLUTION 765-24; AUTHORIZATION FOR INTRA-FI ACCOUNT -
EMPRISE BANK:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to adopt Resolution 765-24, expanding the investment option for the City of Valley Center with an IntraFi account.

And

Staff recommends motion to approve Clint Miller, Desirae Womack and Mayor James Truman as authorized signers on Emprise Bank - City of Valley Center IntraFi account.

NEW BUSINESS

**C. RESOLUTION 766-24; AUTHORIZATION FOR INTRA-FI
ACCOUNT -INTRUST BANK:**

Resolution 766-24 will give authorization to open IntraFI account with Intrust Bank.

➤ Resolution 766-24

RESOLUTION 766-24

A RESOLUTION AUTHORIZING THE EXPANSION OF INVESTMENT OPTIONS OFFERED THROUGH INTRUST BANK FOR THE CITY OF VALLEY CENTER, KANSAS.

BE IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS THAT:

WHEREAS: City desires to have a new investment options for their bank account fund interest and/or interest on excess Bond funds.

WHEREAS: Intrust Bank will provide an investment product option to the City called IntraFI.

WHEREAS: The City Council of the City of Valley Center authorizes the agreement between the City and Intrust Bank for IntraFI accounts.

WHEREAS: All funds are daily liquid. All funds placed in IntraFI can be sold and returned to the City on any given business day.

WHEREAS: Interest shall be calculated using an Actual/Actual day count convention and credited monthly with final payment of maturity.

WHEREAS: This Agreement shall be open ended. Either party may terminate the agreement with written notice to the other party.

WHEREAS: Authority is granted to Finance Director, City Treasurer and Valley Center Mayor to act on behalf of the City. These signers shall have authority to perform the following activities.

Section 1. Account Opening and Maintenance; Intrust Bank hereby offers City. a revocable, nonexclusive IntraFi investment option. A new IntraFi account will be opened on behalf of City.

Section 2. Make Deposits; A new IntraFi account will be opened on behalf of City that allows for transfers to/from the City's main bank account.

Section 3. Make Withdrawals; Make withdrawals from the account in any manner permitted by the account.

Section 4. Transfer Funders; The City authorizes Intrust to use funds transferred into this account to be invested in banks across America up to a \$250,000 limit per bank account. All deposited funds per bank up to \$250,000 are fully FDIC guaranteed by the US government.

Section 5. Approve, Endorse, Guarantee and Identify Payees; Approve, endorse, guarantee, and identify the endorsement of any payee or endorse on any negotiable instrument, check, draft, or order for the payment of money

Section 6. Delegate Authority; Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorse on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft or order for the payment of money.

ADOPTED this 1st day of October 2024 and **signed** by the Mayor.

Mayor

Attested

City Clerk

Funds Placement Agreement (Deposits for IntraFi Placement)

This Funds Placement Agreement ("Agreement") is entered into on _____ (the "Effective Date"), by and between _____, hereinafter referred to as the "Depositor," and INTRUST Bank, N.A., hereinafter referred to as the "Bank."

This Agreement sets forth the terms under which the Depositor shall deposit funds for the purpose of placement with IntraFi Participating Banks ("IntraFi").

1. **Deposit Vehicle:** Depositor shall initially place the funds (the "Deposit Amount") into either an existing demand deposit account or a demand deposit account established by Depositor for the initial placement of funds (the "Designated Account").
2. **IntraFi Placement and Settlement:** Bank will move the Deposit Amount from the Designated Account to IntraFi pursuant to the IntraFi Deposit Placement Agreement ("DPA") executed by the Depositor. Placement of the Deposit Amount into IntraFi will be on a same day basis providing same day FDIC Insurance coverage provided the Deposit Amount has been deposited with Bank no later than the Same-Day Deposit Cutoff time defined in the DPA.
3. **Terms for funds placed with IntraFi pursuant to this Agreement:**
 - a. Bank Designated Account #: _____
 - b. Public Funds: ☐ Yes ☐ No
 - c. Deposit Amount: \$ _____
 - d. Rate: _____ %
 - e. Maturity Date: _____
 - f. Term: _____
 - g. IntraFi Account #: _____
4. **Interest Calculation:** Interest shall be calculated using an Actual/Actual day count convention and credited monthly with final payment at maturity.
5. **Withdrawals and Deposits:** Deposits are considered to be daily liquid and can be withdrawn (or deposited) on any given business day.
6. **Other Terms:** Depositor agrees to be bound by the account disclosures provided at the time the account(s) is opened, except as such terms are contradicted and thereby superseded by this Agreement.
7. **Notice:** Written notice shall be provided by email as follows:

Bank: _____

Provider: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Agreed To and Accepted By:

_____.

Agreed To and Accepted By:

INTRUST Bank, N.A.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

Intrust Bank N.A

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS®, the IntraFi Cash ServiceSM of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

1. Deposit Placement

1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may

not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only

evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement (“*Triggering Event*”). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds (“*Root Account*”) to the Deposit Accounts at ICS Settlement (“*Program Deposit*”) or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement (“*Program Withdrawal*”).

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 set forth Triggering Events applicable to your deposits.

4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next* Business Day (“*Regular Program Deposit*”).

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the *same* Business Day (“*Same-Day Program Deposit*”) is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (“*Same-Day Deposit Cutoff Time*”). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in

a transfer of funds from the Deposit Accounts at ICS Settlement the *next* Business Day (“*Regular Program Withdrawal*”).

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (“*Same-Day Program Withdrawal*”) is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (“*Same-Day Withdrawal Cutoff Time*”). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a

Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account (“DDA”) or a Deposit Account that is a money market deposit account (“MMDA”), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

5. Placement Feature

5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching

deposits placed by other participating institutions in ICS and may pay a fee to IntraFi (“*Reciprocal Feature*”).

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions (“*One-Way Feature*”).

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has

agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (*“Proposed Placement List”*), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (*“Alternate Placement List”*). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously

transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.

The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration (“NCUA”) and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be

responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit “as soon as possible,” either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

8. Additional Considerations

8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish

to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."

(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: “We may place deposits for you in DDAs or MMDAs.”

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, “You may use up to six MMDA Program Withdrawals per month.”

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, “No MMDA Program Withdrawal limit applies.”

(d) If you signed a previous version of this Agreement that was captioned “ICS Deposit Placement Agreement” and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned “ICS Deposit Placement Agreement” and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to

include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

10. Other Provisions

10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you (“*Identifying Information*”), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS (“*Service Provider*”), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (“IRS”), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise

provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or

PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTIONInstitution: Intrust Bank N.A

Signature: _____

Name and title of authorized signatory:

Michael DeBroeckManaging Dir-Treasury&Commercial Bank

Date signed: _____

SOLE OR PRIMARY DEPOSITORDepositor: City of Valley Center

Signature: _____

Name and title of authorized signatory (if not individual):

Chad Clinton MillerFinance Director

Depositor TIN or approved alternate identifier (and type):

48-6004786Email: cmiller@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)Depositor: City of Valley Center - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)Depositor: City of Valley Center - Treasurer

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)

Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("**Agreement**"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. Specified Terms

(a) For DDAs, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$ <input type="text" value="Reference ICS Enrollment Form"/>	\$ <input type="text"/>	\$ <input type="text"/>

(b) For MMDAs, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

(c) The Same-Day Deposit Cutoff Time is as follows:

<input type="text"/>	<input type="text"/> AM	<input type="text"/> PM	<input type="text"/> Eastern	<input type="text"/> Central	<input type="text"/> Mountain	<input type="text"/> Pacific
(insert time)	(check AM or PM)		(check time zone)			

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Target Balance by more than the Minimum Sweep Amount. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Target Balance by more than the Minimum Sweep Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the amount by which your Root Account balance exceeds the Target Balance to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Target Balance by more than the Minimum Return Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Target Balance.

(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending

Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.

Schedule 2 to ICS Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Account Type

☐

We will place deposits for you in DDAs.

☐

We will place deposits for you in MMDAs.

☐

You may use up to six MMDA Program Withdrawals per month.

☒

We may place deposits for you in DDAs or in MMDAs.

☒

No per-month MMDA Program Withdrawal limit applies.

(Check one above.)

(If MMDAs will or may be used, check one above.)

2. Placement Feature

☒

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☐

We will use only the Reciprocal Feature in placing deposits for you.

☐

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter “none” under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).

(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

Signature of sole or primary Depositor

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (“*Agreement*”) with the following financial institution (“*we*” or “*us*”):

Intrust Bank N.A

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement (“*Deposit Accounts*”) for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (“*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (“*Custodial Account*”) comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law (“*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
Clint Miller	Finance Director
Jet Truman	Mayor
Desirae Womack	Treasurer

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: Intrust Bank N.A

Signature: _____

Name and title of authorized signatory:

Michael DeBroeck

Managing Dir-Treasury&Commercial Bank

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

Signature: _____

Name and title of authorized signatory (if not individual):

Chad Clinton Miller

Finance Director

Depositor TIN or approved alternate identifier (and type):

48-6004786

Email: cmiller@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Treasurer

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)

NEW BUSINESS
RECOMMENDED ACTION

C. RESOLUTION 766-24; AUTHORIZATION FOR INTRA-FI
ACCOUNT -INTRUST BANK:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to adopt Resolution 766-24, expanding the investment option for the City of Valley Center with an IntraFI account.

And

Staff recommends motion to approve Clint Miller, Desirae Womack and Mayor James Truman as authorized signers on Intrust Bank - City of Valley Center IntraFi account.

NEW BUSINESS

D. RESOLUTION 768-24; ADOPTING THE KANSAS HOMELAND SECURITY REGION G HAZARD MITIGATION PLAN:

Community Development Director Fiedler will present Resolution 768-24. This Resolution adopts the 2024 Kansas Homeland Security Region G Hazard Mitigation Plan.

- Valley Center Mitigation Action
- Resolution 768-24

Valley Center Mitigation Actions

Action Identification	Description	Hazard Addressed	Responsible Party	Overall Priority	Goal(s) Addressed	Estimated Cost	Potential Funding Source	Proposed Completion Timeframe	Status
Valley Center 1	Purchase and install critical facility backup generators.	All hazards	Valley Center Administration	High	1	\$25,000 - \$50,000 per facility	HMGP, BRIC, Local budgets	Five years	Carried over due to lack of funding
Valley Center 2	Institute a tree trimming program near utility lines.	All hazards	Valley Center Administration	Medium	1, 2	-\$50,000	HMGP, BRIC, Local Budgets	As required	New
Valley Center 3	Conduct a xeriscaping program for all jurisdictional owned facilities	Drought	Valley Center Facilities Director	Medium	1, 2	\$5,000 - \$20,000 per facility	HMGP, BRIC, Local budgets	Ten years	New
Valley Center 4	Conduct a personal water use education program.	Drought	Valley Center Administration	Low	3	Staff time	HMGP, BRIC, Local budgets	Five years	New
Valley Center 5	Identify and prepare local facilities to serve as heating/cooling centers.	Extreme Temperatures	Valley Center Facilities Director	Medium	1, 2	\$3,000 per facility	HMGP, Local budgets	Five years	New
Valley Center 6	Continue to participate meet requirements of the NFIP.	Flood	Valley Center NFIP Coordinator	High	1, 2	Staff time	Local budgets	Continuous	On-going
Valley Center 7	Upgrade/ Improve Storm Water Management systems.	Flood	Valley Center Administration	Low	1, 2	Location, length, and size dependent	HMGP, BRIC, Local budgets	Ongoing	Ongoing
Valley Center 8	Install hail and fire-resistant roofing on all jurisdictional facilities.	Severe Weather, Wildfires	Valley Center Facilities Director	Low	1, 2	\$50,000 per location	Facility size dependent	Five years	New
Valley Center 9	Conduct public education program for driving in winter conditions.	Severe Winter Weather	Valley Center Administration	Low	4	Staff Time	Local budgets	Five years	New
Valley Center 10	Construct community safe rooms in select jurisdictional buildings.	Tornado	Valley Center Administration	High	1, 2	Facility size dependent	HMGP, BRIC, Local budgets	Ten years	Carried over due to lack of funding

Valley Center Mitigation Actions

Action Identification	Description	Hazard Addressed	Responsible Party	Overall Priority	Goal(s) Addressed	Estimated Cost	Potential Funding Source	Proposed Completion Timeframe	Status
Valley Center 11	Create defensible space buffers at all critical facilities	Wildfire	Valley Center Administration	High	1, 2	Facility size dependent	HMGP, BRIC, Local budgets	As required	New
Valley Center 12	Purchase cloud storage backup for all jurisdictional electronic records.	Cybersecurity Incident	Valley Center IT Director	Low	1, 2	Data size dependent	Local budgets	Five years	New
Valley Center 13	Create and maintain cyber incident response plan	Cybersecurity Incident	Valley Center Administration	High	3,4	Staff Time	Local budgets	Ongoing	New
Valley Center 14	Revise Continuity Plans	All Hazards	Valley Center Administration	High	1,3,4	Staff Time	Local Budget	Ongoing	New

Resolution 768-24**A RESOLUTION ADOPTING THE KANSAS HOMELAND SECURITY REGION G HAZARD MITIGATION PLAN**

Whereas, the City of Valley Center recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

Whereas, the City of Valley Center fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

Whereas, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region G Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

Whereas, the City of Valley Center desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region G Hazard Mitigation Plan; and

Whereas, adoption by the governing body for the City of Valley Center demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Now, therefore, be it resolved, that the City of Valley Center adopts the Kansas Homeland Security Region G Hazard Mitigation Plan as an official plan; and

Be it further resolved, the City of Valley Center will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan’s final approval.

PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 1st day of October 2024.

James E. Truman, Mayor

Attest:

Kristi Carrithers, City Clerk



NEW BUSINESS

RECOMMENDED ACTION

**D. RESOLUTION 768-24; ADOPTING THE KANSAS HOMELAND
SECURITY REGION G HAZARD MITIGATION PLAN:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends approval of Resolution 768-24, adopting the Kansas Homeland Security Region G Hazard Mitigation Plan.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – OCTOBER 1, 2024

B. DELINQUENT ACCOUNT REPORT–JULY 2024

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

Below is the proposed Appropriation Ordinance for October 1, 2024, as prepared by City Staff.

October 1, Appropriation

Total **\$ 124,919.89**

VENDOR SET: 03 City of Valley Center

BANK: * ALL BANKS

DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
C-CHECK	VOID CHECK	V	9/13/2024			057144		
C-CHECK	VOID CHECK	V	9/13/2024			057145		
C-CHECK	VOID CHECK	V	9/13/2024			057146		
C-CHECK	VOID CHECK	V	9/13/2024			057147		
C-CHECK	VOID CHECK	V	9/13/2024			057148		
C-CHECK	VOID CHECK	V	9/13/2024			057149		

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0		0.00	0.00	0.00
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	6 VOID DEBITS	0.00			
	VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: * TOTALS:	6		0.00	0.00	0.00
BANK: * TOTALS:	6		0.00	0.00	0.00

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

DATE RANGE: 0/00/0000 THRU 99/99/9999

October 1, 2024 City Council Agenda Page 82

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	HASKINS, DIANE							
I-000202409092239	US REFUND	R	9/13/2024	106.00		057141		106.00
1	JONES, AMBER							
I-000202409062231	JONES, AMBER:	R	9/13/2024	548.77		057142		548.77
1	JONES, ULYSESS							
I-000202409092232	JONES, ULYSESS:	R	9/13/2024	136.08		057143		136.08
0127	HAMPEL OIL DISTRIBUTIONS, INC.							
I-202409092237	HAMPEL OIL DISTRIBUTIONS, INC.	R	9/13/2024	611.39		057153		611.39
0150	AT&T MOBILITY							
I-202409102244	AT&T MOBILITY	R	9/13/2024	898.98		057154		898.98
0153	ARK VALLEY NEWS							
I-202409102245	ARK VALLEY NEWS	R	9/13/2024	449.92		057155		449.92
0437	USA BLUEBOOK							
I-202409112249	USA BLUEBOOK	R	9/13/2024	601.24		057156		601.24
0623	CORE & MAIN							
I-202409112250	CORE & MAIN	R	9/13/2024	786.60		057157		786.60
0713	WICHITA KENWORTH							
I-202409092235	WICHITA KENWORTH	R	9/13/2024	22.20		057158		22.20
0815	KONICA MINOLTA BUSINESS SOLUTI							
I-202409092234	KONICA MINOLTA BUSINESS SOLUTI	R	9/13/2024	62.63		057159		62.63
0824	GALLS, LLC							
I-202409102242	GALLS, LLC	R	9/13/2024	55.62		057160		55.62
1137	WASTE CONNECTIONS OF KANSAS, I							
I-202409092238	WASTE CONNECTIONS OF KANSAS, I	R	9/13/2024	46,043.60		057161		46,043.60
1360	ABCD TECH							
I-202409092236	ABCD TECH	R	9/13/2024	45.00		057162		45.00
1370	AT&T MOBILITY-CC							
I-202409112246	AT&T MOBILITY-CC	R	9/13/2024	306.75		057163		306.75
1376	LAMPTON WELDING SUPPLY CO., IN							
I-202409102241	LAMPTON WELDING SUPPLY CO., IN	R	9/13/2024	14.75		057164		14.75

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

October 1, 2024 City Council Agenda Page 83

DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1392	WORKSTEPS, INC.							
I-202409112251	WORKSTEPS, INC.	R	9/13/2024	75.00		057165		75.00
0032	AFLAC							
I-AF 202409042211	SUPPLEMENTAL INSURANCE	R	9/20/2024	99.71		057166		
I-AF 202409172273	SUPPLEMENTAL INSURANCE	R	9/20/2024	99.71		057166		
I-AFC202409042211	SUPPLEMENTAL INSURANCE	R	9/20/2024	51.44		057166		
I-AFC202409172273	SUPPLEMENTAL INSURANCE	R	9/20/2024	51.44		057166		
I-AFD202409042211	SUPPLEMENTAL INSURANCE	R	9/20/2024	55.77		057166		
I-AFD202409172273	SUPPLEMENTAL INSURANCE	R	9/20/2024	55.77		057166		
I-AFL202409042211	SUPPLEMENTAL LIFE INSURANCE	R	9/20/2024	60.10		057166		
I-AFL202409172273	SUPPLEMENTAL LIFE INSURANCE	R	9/20/2024	60.10		057166		
I-AFO202409042211	SUPPLEMENTAL INSURANCE	R	9/20/2024	45.89		057166		
I-AFO202409172273	SUPPLEMENTAL INSURANCE	R	9/20/2024	45.89		057166		625.82
0445	DELTA DENTAL OF KANSAS, INC.							
I-DDS202409042211	DENTAL INSURANCE	R	9/20/2024	177.50		057167		
I-DDS202409172273	DENTAL INSURANCE	R	9/20/2024	177.50		057167		
I-DEC202409042211	DENTAL INSURANCE	R	9/20/2024	218.05		057167		
I-DEC202409172273	DENTAL INSURANCE	R	9/20/2024	218.05		057167		
I-DES202409042211	DENTAL INSURANCE	R	9/20/2024	316.26		057167		
I-DES202409172273	DENTAL INSURANCE	R	9/20/2024	316.26		057167		
I-DFM202409042211	DENTAL INSURANCE	R	9/20/2024	824.74		057167		
I-DFM202409172273	DENTAL INSURANCE	R	9/20/2024	824.57		057167		3,072.93
0566	SURENCY LIFE AND HEALTH							
I-VEC202409042211	VISION INSURANCE	R	9/20/2024	7.93		057168		
I-VEC202409172273	VISION INSURANCE	R	9/20/2024	7.93		057168		
I-VMC202409042211	VISION INSURANCE	R	9/20/2024	69.44		057168		
I-VMC202409172273	VISION INSURANCE	R	9/20/2024	69.44		057168		
I-VME202409042211	VISION INSURANCE	R	9/20/2024	43.47		057168		
I-VME202409172273	VISION INSURANCE	R	9/20/2024	43.47		057168		
I-VMF202409042211	VISION INSURANCE	R	9/20/2024	202.44		057168		
I-VMF202409172273	VISION INSURANCE	R	9/20/2024	192.49		057168		
I-VMS202409042211	VISION INSURANCE	R	9/20/2024	80.96		057168		
I-VMS202409172273	VISION INSURANCE	R	9/20/2024	80.96		057168		798.53
0270	INTRUST CARD CENTER							
I-202409182279	INTRUST CARD CENTER	R	9/20/2024	15,423.64		057169		15,423.64
0004	JOHNSON AUTOMOTIVE							
I-202409172270	JOHNSON AUTOMOTIVE	R	9/20/2024	147.82		057170		147.82

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

October 1, 2024 City Council Agenda Page 84

DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0014	WICHITA WINWATER WORKS CO.							
I-202409192283	WICHITA WINWATER WORKS CO.	R	9/20/2024	410.74		057171		410.74
0088	DONDLINGER & SONS CONSTRUCTION							
I-202409162266	DONDLINGER & SONS CONSTRUCTION	R	9/20/2024	5,255.00		057172		5,255.00
0113	VALLEY PRINT LOGISTICS							
I-202409182276	VALLEY PRINT LOGISTICS	R	9/20/2024	1,643.63		057173		1,643.63
0204	PITNEY BOWES							
I-202409162265	PITNEY BOWES	R	9/20/2024	608.14		057174		608.14
0236	VALLEY CENTER CHAMBER OF COMME							
I-202409172268	VALLEY CENTER CHAMBER OF COMME	R	9/20/2024	4,000.00		057175		4,000.00
0261	CTA (COMMUNICATIONS TECHNOLOGY							
I-202409162258	CTA (COMMUNICATIONS TECHNOLOGY	R	9/20/2024	247.50		057176		247.50
0299	PITNEY BOWES GLOBAL FINANCIAL							
I-202409162264	PITNEY BOWES GLOBAL FINANCIAL	R	9/20/2024	144.57		057177		144.57
0437	USA BLUEBOOK							
I-202409192282	USA BLUEBOOK	R	9/20/2024	21.25		057178		21.25
0623	CORE & MAIN							
I-202409182275	CORE & MAIN	R	9/20/2024	1,297.80		057179		1,297.80
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202409162267	MERIDIAN ANALYTICAL LABS, LLC	R	9/20/2024	685.00		057180		685.00
0824	GALLS, LLC							
I-202409182278	GALLS, LLC	R	9/20/2024	137.70		057181		137.70
0910	EMPAC, INC							
I-202409162260	EMPAC, INC	R	9/20/2024	235.50		057182		235.50
1039	GRAINGER							
I-202409162259	GRAINGER	R	9/20/2024	290.69		057183		290.69
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202409162256	FLEXIBLE BENEFIT SERVICE CORPO	R	9/20/2024	209.75		057184		209.75
1094	EMC INSURANCE COMPANIES							
I-202409192281	EMC INSURANCE COMPANIES	R	9/20/2024	1,748.00		057185		1,748.00

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1138	PRAIRIELAND PARTNERS LLC							
I-202409172269	PRAIRIELAND PARTNERS LLC	R	9/20/2024	2,107.81		057186		2,107.81
1146	MCCONNELL & ASSOCIATES							
I-202409172271	MCCONNELL & ASSOCIATES	R	9/20/2024	524.40		057187		524.40
1162	CUT RATES LAWN CARE LLC							
I-202409162257	CUT RATES LAWN CARE LLC	R	9/20/2024	2,380.00		057188		2,380.00
1186	FLOCK SAFETY							
I-202409162254	FLOCK SAFETY	R	9/20/2024	7,500.00		057189		7,500.00
1236	SHORT ELLIOT HENDRICKSON, INC.							
I-202409192284	SHORT ELLIOT HENDRICKSON, INC.	R	9/20/2024	16,544.38		057190		16,544.38
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202409182277	UTILITY MAINTENANCE CONTRACTOR	R	9/20/2024	2,800.00		057191		2,800.00
1277	B & B SERVICES							
I-202409162255	B & B SERVICES	R	9/20/2024	1,721.68		057192		1,721.68
1400	DONE RIGHT LAWN CARE LLC.							
I-202409162253	DONE RIGHT LAWN CARE LLC.	R	9/20/2024	375.00		057193		375.00
1403	PARETO HEALTH							
I-202409162261	PARETO HEALTH	R	9/20/2024	94.00		057194		94.00
1417	ACCESS SYSTEMS LEASING							
I-202409172272	ACCESS SYSTEMS LEASING	R	9/20/2024	1,339.27		057195		1,339.27
1418	GODFREY'S INDOOR SHOOTING & AR							
I-202409192285	GODFREY'S INDOOR SHOOTING & AR	R	9/20/2024	568.53		057196		568.53

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	47		123,723.61	0.00	123,723.61
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	47		123,723.61	0.00	123,723.61

VENDOR SET: 03 City of Valley Center

BANK: APBK INTRUST CHECKING

DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0074	KRISTI CARRITHERS							
I-202409102243	KRISTI CARRITHERS	R	9/13/2024	103.96		057150		103.96
0156	CLINT MILLER							
I-202409092233	CLINT MILLER	R	9/13/2024	303.22		057151		303.22
0157	KYLE FIEDLER							
I-202409112248	KYLE FIEDLER	R	9/13/2024	309.60		057152		309.60
0050	LLOYD C. NEWMAN							
I-202409162252	LLOYD C. NEWMAN	R	9/20/2024	252.50		057197		252.50
0110	BRENT CLARK							
I-202409182274	BRENT CLARK	R	9/20/2024	227.00		057198		227.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	1,196.28	0.00	1,196.28
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	5	1,196.28	0.00	1,196.28
BANK: APBK TOTALS:	52	124,919.89	0.00	124,919.89
REPORT TOTALS:	52	124,919.89	0.00	124,919.89

SELECTION CRITERIA

October 1, 2024 City Council Agenda Page 87

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 057141 THRU 057198

DATE RANGE: 0/00/0000 THRU 99/99/9999

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All

CONSENT AGENDA

B. DELINQUENT ACCOUNT REPORT – JULY 2024:

ZONE: ALL

CONTRACTS: NO

STAT: Disconnect, Final, Inactive

START DATES: 0/00/0000 THRU 99/99/9999

LAST BILL DATES: 0/00/0000 THRU 99/99/9999

FINAL DATES: 7/01/2024 THRU 7/31/2024

October 1, 2024 City Council Agenda Page 89

[illegible]

ZONE: ALL

CONTRACTS: NO

STAT: Disconnect, Final, Inactive

START DATES: 0/00/0000 THRU 99/99/9999

LAST BILL DATES: 0/00/0000 THRU 99/99/9999

FINAL DATES: 7/01/2024 THRU 7/31/2024

October 1, 2024 City Council Agenda Page 90

ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
20-0063-90	MONARCH INVESTMENTS	4/10/2024	F		46.96				46.96
20-0073-90	MONARCH INVESTMENTS	8/16/2024	F		52.87				52.87
20-0074-05	BARNES, MARGARET	6/03/2024	F		140.08	184.64	145.95	43.88	514.55
20-0206-03	NORTH, CHRISTOPHER	7/08/2024	F		122.22				122.22
20-0206-91	MONARCH INVESTMENTS	9/15/2023	F	8.00					8.00
20-0230-06	SANTIAGO, MELANIE	7/16/2024	F		137.95				137.95

**** BOOK # :0020	TOTAL ACCOUNTS:	6	8.00	500.08	184.64	145.95	43.88	882.55
-------------------	-----------------	---	------	--------	--------	--------	-------	--------

80-0333-03	GRABER, NADINE	5/10/2024 F	26.57	56.27	35.70	28.30	146.84
------------	----------------	-------------	-------	-------	-------	-------	--------

**** BOOK # :0080	TOTAL ACCOUNTS:	1	0.00	26.57	56.27	35.70	28.30	146.84
-------------------	-----------------	---	------	-------	-------	-------	-------	--------

REPORT TOTALS	TOTAL ACCOUNTS:	10	38.57	608.95	240.91	181.65	72.18	1142.26
-------------------	-----------------	----	-------	--------	--------	--------	-------	---------

===== R E P O R T T O T A L S =====

October 1, 2024 City Council Agenda Page 91

==== R E V E N U E C O D E T O T A L S ====

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-WATER	16.59	196.33	59.43	46.99	14.13	333.47
200-SEWER	14.75	315.13	65.13	51.48	15.48	461.97
300-PROT	0.03	0.26	0.12	0.09	0.03	0.53
400-RECONNECT FEE	0.00	15.85	28.13	19.26	11.76	75.00
600-STORMWATER UTILITY FEE	16.00	32.70	14.94	10.37	5.99	80.00
610-SOLID WASTE	0.00	21.81	35.28	24.55	14.05	95.69
850-PENALTY	0.00	26.87	37.88	28.91	10.74	104.40
996-Unapplied Credits	8.80CR	0.00	0.00	0.00	0.00	8.80CR
TOTALS	38.57	608.95	240.91	181.65	72.18	1142.26

TOTAL REVENUE CODES: 1,142.26
TOTAL ACCOUNT BALANCE: 1,142.26
DIFFERENCE: 0.00

===== R E P O R T T O T A L S =====

October 1, 2024 City Council Agenda Page 92

==== B O O K C O D E T O T A L S ====

BOOK:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
01-BOOK 01	0.00	0.00	0.00	0.00	0.00	0.00
03-BOOK 03	39.37	0.00	0.00	0.00	0.00	39.37
04-BOOK 04	0.00	0.00	0.00	0.00	0.00	0.00
05-BOOK 05	0.00	0.00	0.00	0.00	0.00	0.00
06-BOOK 06	8.80CR	0.00	0.00	0.00	0.00	8.80CR
10-BOOK 10	0.00	0.00	0.00	0.00	0.00	0.00
11-BOOK 11	0.00	0.00	0.00	0.00	0.00	0.00
14-BOOK 14	0.00	82.30	0.00	0.00	0.00	82.30
18-BOOK 18	0.00	0.00	0.00	0.00	0.00	0.00
20-BOOK 20	8.00	500.08	184.64	145.95	43.88	882.55
80-STORMWATER YEARLY	0.00	26.57	56.27	35.70	28.30	146.84
TOTALS	38.57	608.95	240.91	181.65	72.18	1142.26

ERRORS: 000

SELECTION CRITERIA

October 1, 2024 City Council Agenda Page 93

REPORT OPTIONS

ZONE: * - All
ACCOUNT STATUS: DISCONNECT, FINAL, INACTIVE
CUSTOMER CLASS: ALL
COMMENT CODES: All

BALANCE SELECTION

SELECTION: ALL
RANGE: 9999999.99CR THRU 9999999.99
AGES TO TEST: ALL
INCLUDE ZERO BALANCES: Include Accts w/Revenue Code balances

DATE SELECTION

CUSTOMER DATES: YES
START DATE: 0/00/0000 THRU 99/99/9999
LAST BILL DATE: 0/00/0000 THRU 99/99/9999
FINAL DATE: 7/01/2024 THRU 7/31/2024

TRANSACTION DETAIL

PRINT TRANSACTION DETAIL: NO
OLDEST TRANSACTION DATE: 99/99/9999

PRINT OPTION

TOTALS ONLY: NO
CONTRACTS: NO
PRINT SEQUENCE: ACCOUNT NUMBER
COMMENT CODES: None
*** END OF REPORT ***

STAFF REPORTS

A. Community Development Director Fiedler

B. Parks & Public Buildings Director Owings

C. Public Safety Director Newman

D. Public Works Director Eggleston

E. City Engineer- Scheer

F. City Attorney Arbuckle

G. Finance Director Miller

H. City Clerk/HR Director Carrithers

I. City Administrator Clark

GOVERNING BODY REPORTS

A. Mayor Truman

B. Councilmember Colbert

C. Councilmember Wilson

D. Councilmember Bass

E. Councilmember Anderson

F. Councilmember Gregory

G. Councilmember Kerstetter

H. Councilmember Evans

I. Councilmember Stamm

ADJOURN