

SYNOVUS[®]

BORROWING RESOLUTION FOR CHURCHES, OTHER NONPROFIT ORGANIZATIONS AND OTHER ORGANIZATIONS

TO: **SYNOVUS BANK**
(referred to in this document as the "Financial Institution")

BY: Town of Highland Beach, FL
(referred to in this document as the "Organization")

1) ACCOUNT INFORMATION

Employer Identification Number
59-0951822

Account number

2) GOVERNING DOCUMENTS

The undersigned certifies that the above named organization is duly organized under the laws of Florida (state) and that the undersigned has delivered or, contemporaneously herewith, will deliver to the Financial Institution true, correct and complete copies of the Organization's organizational and governing documents (e.g., Articles of Incorporation or Organization, Bylaws, Operating Agreements) to the extent said documents exist and that the powers granted in this resolution are not in contravention with the Organization's governing documents.

3) AUTHORIZING RESOLUTION

The undersigned hereby certifies that the following resolutions were properly adopted in accordance with the governing documents of the Organization.

The governing body of the Organization hereby resolves that:

- a) The Organization desires to enter into a financial transaction with the Financial Institution and the governing body of the Organization has deemed it to be in the best interests of the Organization to enter into a financial transaction with the Financial Institution.
- b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and accepted by the Financial Institution. Any and all prior resolutions adopted by the governing body of the Organization relating to the Financial Institution as governing the operation of the Organization's account(s), are, and shall continue (except as expressly modified hereby), in full force and effect, until the Financial Institution receives and acknowledges express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for such changes.
- c) Any and all actions heretofore taken by any Authorized Person named herein in obtaining loans, lines of credit or other indebtedness or in executing guaranties or the pledging of collateral on behalf of the Organization with the Financial Institution and in exercise of the authority and powers granted herein prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- d) Any of the persons named in Section 4 below (each, an "Authorized Person") are hereby authorized to enter into an agreement with the Financial Institution and/or its affiliates, providing for loans or other extensions of credit to be made to the Organization (including obtaining credit cards issued by the Financial Institution) which shall bear interest, require payment of fees and have such other terms and conditions as approved and deemed necessary, appropriate or desirable by the Authorized Person executing the same agreement, the execution thereof by such Authorized Person to be conclusive evidence of such approval and determination.
- e) The Authorized Persons are each independently and without the need of any other Authorized Person hereby authorized (i) to execute and deliver to the Financial Institution such notes or other evidences of indebtedness of the Organization for the monies so borrowed, with interest thereon, as the Financial Institution may require, and to execute and deliver from time to time renewals or extensions of such notes or other evidences of indebtedness; (ii) to convey, grant, assign, transfer, pledge, mortgage, grant a security interest in, or otherwise hypothecate and deliver by such instruments in writing or otherwise as may be demanded by the Financial Institution, any of the property of the Organization as may be required by the Financial Institution to secure the payment of any notes or other indebtedness of the Organization to the Financial Institution, whether arising pursuant to this resolution or otherwise; and (iii) to perform all acts and execute and deliver all instruments which the Financial Institution may deem necessary or desirable to carry out the purposes of these resolutions.
- f) The Authorized Persons are hereby authorized (i) to execute and deliver to the Financial Institution a guaranty or guaranties as required by Financial Institution to guaranty the payment of any notes or other indebtedness of any other party to Financial Institution and (ii) to convey, grant, assign, transfer, pledge, mortgage, grant a security interest in, or otherwise hypothecate and deliver by such instruments in writing or otherwise as may be demanded by the Financial Institution, any of the property of the Organization as may be required by the Financial Institution to secure (a) the guaranty and/or (b) the payment of any notes or other indebtedness of any other party to the Financial Institution, whether arising pursuant to this resolution or otherwise.

- g) The Authorized Persons are hereby authorized to discount with or sell to the Financial Institution conditional sales contracts, notes, acceptances, draft, receivables, and other evidences of indebtedness payable to the Organization, upon such terms as may be agreed upon by such Authorized Person and the Financial Institution, and to endorse in the name of the Organization said conditional sales contracts, notes, acceptances, drafts, receivables and other evidences of indebtedness so discounted, and to guarantee the payment of the same to the Financial Institution.
- h) The Authorized Persons are hereby authorized to apply for and obtain from the Financial Institution letters of credit in such amounts, for such fees and on such terms and conditions as the Authorized Persons and the Financial Institution may agree and in connection therewith to execute such agreements, applications, trust receipts, pledge agreements, notes, guaranties, indemnities, reimbursement agreements, and other financial undertakings as the Financial Institution may require.
- i) Any and all notes, other evidences of indebtedness, applications for letters of credit, security agreements, mortgages, security deeds, deeds of trust, assignments, guaranties, pledge agreements, and hypothecation agreements heretofore executed and delivered to the Financial Institution for or in the name of the Organization by any Authorized Person are hereby ratified, approved and confirmed, and the actions of any Authorized Person in executing the same and borrowing the money, obtaining letters of credit, guaranteeing and/or granting a security interest in, mortgaging, assigning, pledging or otherwise hypothecating the Organization's property evidenced thereby are hereby ratified, approved and confirmed.

4) AUTHORIZED PERSON SIGNATURES

The undersigned further certifies that each of the following persons are deemed Authorized Persons of the Organization and have all of the powers indicated above. Each Authorized Person may independently bind the Organization without the need of any other Authorized Person. The Financial Institution is hereby authorized to rely on any of the signatures subscribed hereto relating to borrowing/pledging/guarantying transactions on the Organization's account(s).

Name and Title or Position

Signature

A. Marshall Labadie, Town Manager

B. David DiLena, Finance Director

C.

D.

E.

5) EFFECT ON PREVIOUS RESOLUTIONS

All prior resolutions of record at the Financial Institution remain in effect unless the Organization notifies Financial Institution as provided herein. To the extent this resolution conflicts with any Authorization Resolution on file with the Financial Institution, the terms of this resolution shall control.

6) CERTIFICATION OF AUTHORITY

The undersigned further certifies that the governing body of the Organization has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolution and to confer the powers granted to the persons named above who have full power and lawful authority to exercise the same.

IN WITNESS WHEREOF, I (i) have subscribed my name and affixed the seal of the Organization on the date(s) set forth below and (ii) hereby certify that, in accordance with 18 USC § 1344 and other applicable law, that on the date(s) set forth below, I am fully authorized to act on behalf of the Organization and nothing herein is false, misleading or fraudulent nor intended to defraud the Financial Institution [and agree that to the extent the forgoing is false acknowledge that I will be held personally liable].

UNDERSIGNED

ATTEST BY ONE OTHER OFFICER

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____.

Synovus Treasury Management Visa® Purchasing Credit Card Application

Please fax completed and signed application to the designated TM Specialist

Market ID #* **398**

Branch Name **614 - North Cape Coral**

Date **6/5/2024**

Synovus Bank Branch # _____

RM/Banker Name **Andy LaFear**

TMSO Name **Matthew Farzanrad**

RM/Banker 5 Digit ID _____

TMSO 5 Digit ID _____

Important Applicant Information (May be used for Non-Profit Organizations)

Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and asked to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

TO SYNOVUS BANK, COLUMBUS, GEORGIA and/or any agent bank concerned. The Company named below (in the "Business Information" portion of this form) by the signature of its undersigned owner(s), partner(s) or other Authorized Officer(s), and the Guarantor(s) named below, by his/her/its/their signature(s) below in the Guaranty of Payment, hereby (1) affirms his/her/its/their requests that a commercial card account be opened by you in the name of Company and that cards be issued on that account initially as indicated on this application and as otherwise directed by Company from time to time; (2) authorizes you to make any credit and/or investigative inquiries you deem necessary for this application and the transactions herein contemplated, including obtaining consumer reports on the undersigned individuals signing below as Authorized Officer and on the Individuals signing below as Guarantor (upon such an individual's request the individual will be informed whether or not a consumer report was requested and, if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report), and to exchange credit information with others regarding your credit dealings with Company; (3) agrees to be bound by all terms and conditions of the Commercial Credit Card Agreement (which, as amended from time to time, is referred to herein as the "Cardholder Agreement" or "Agreement"), including but not limited to its provisions regarding Company's liability for the payment of debt incurred through use of the cards, and acknowledges receiving a copy of the Cardholder Agreement (including any such amendments), and agrees that notwithstanding any contrary provisions in the Agreement (or in any Summary of Terms or Card Carrier referred to therein or used therewith), the Agreement is hereby modified to reflect that (i) the "Minimum Payment" is the entire New Balance as provided below under "Billing Structure", and must be paid in full by the payment due date shown on the monthly statement, and (ii) if the "3 Day Grace Period" option is selected below, all references to 20 days in any provisions referring either to the monthly due date for payment or to the grace period, are deemed amended to refer instead to 1 day; (4) agrees that all extensions of credit using the account will be primarily for a business, commercial or agricultural purpose; (5) agrees that, unless otherwise directed by Company in writing, all monthly statements and other notices from time to time given by you may be mailed to Company at its address shown below herein; (6) represents that all financial information herein and otherwise provided by Company is and will be true and correct; and (7) agrees to provide an annual financial statement on the Company and a personal financial statement on the Guarantor(s) from time to time hereafter should either or both be requested by said bank.

Name of Company: **Town of Highland Beach, FL**

By: 
(Signature of Authorized Officer)

Date of Application: **9-4-24**

Print Name & Title: **Marshall Labadie, Town Manager**

Business Information*

Business Name Town of Highland Beach, FL	Contact Person David DiLena	Taxpayer ID # _____
Business Street Address* 3614 S Ocean Blvd	City, State & Zip Code Highland Beach FL 33487	Type of Business Government
Billing Address (if different) _____	City, State & Zip Code _____	Credit Line Requested \$100,000.00
Email Address ddilena@highlandbeach.us	Business Telephone #* 561-278-4548	Beneficial Owners Status* Exempt
Time in Business* Years 75 Months	Annual Sales N/A	

Account Information*

Business name as it will appear on card:
(Maximum of 25 characters) **Town of Highland Beach**

Please list all Business Owners below who have 20% or more ownership of this business*

Owner 1	Full Name: N/A	% of Ownership: _____ %
Owner 2	Full Name: _____	% of Ownership: _____ %
Owner 3	Full Name: _____	% of Ownership: _____ %
Owner 4	Full Name: _____	% of Ownership: _____ %
Owner 5	Full Name: _____	% of Ownership: _____ %

Beneficial Ownership - To be completed by Synovus bank representative only

To be completed by Synovus banking representative to confirm Beneficial Ownership status

Beneficial ownership status (One box must be checked)

Complete: ☒ Exempt: ☐ Pending: ☐ Information Needed: ☐

Important: Application cannot be processed if Beneficial Ownership status is "Information Needed." An ID will be required for any Beneficial Owner of 25% or more of the entity.

SYNOVUS Treasury Management Visa® Purchasing Credit Card Application

Guarantor Information

Please provide information about each Guarantor for this account. Any owner can be a guarantor, however, when no owner has more than 50% ownership, all owners with 20% or more ownership MUST guarantee the account. Each Guarantor must read the Guaranty of Payment and agree to the terms by signing on Page 2. Please note that ALL Guarantors, no matter their percent of ownership, are each responsible for 100% of the debt incurred when using this account.

1. Guarantor Full Name* N/A		Social Security #* - -	
Home Street Address*		City, State & Zip Code*	
Check here if you want a card mailed to you <input type="checkbox"/>	Date of Birth* (MM/DD/YYYY)	Home Phone #* () <input type="checkbox"/> Mobile	Mobile Phone # ()
Email Address:		Annual Gross Income* (Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.) \$	
2. Guarantor Full Name*		Social Security #* - -	
Home Street Address*		City, State & Zip Code*	
Check here if you want a card mailed to you <input type="checkbox"/>	Date of Birth* (MM/DD/YYYY)	Home Phone #* () <input type="checkbox"/> Mobile	Mobile Phone # ()
Email Address:		Annual Gross Income* (Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.) \$	
3. Guarantor Full Name*		Social Security #* - -	
Home Street Address*		City, State & Zip Code*	
Check here if you want a card mailed to you <input type="checkbox"/>	Date of Birth* (MM/DD/YYYY)	Home Phone #* () <input type="checkbox"/> Mobile	Mobile Phone # ()
Email Address:		Annual Gross Income* (Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.) \$	
4. Guarantor Full Name*		Social Security #* - -	
Home Street Address*		City, State & Zip Code*	
Check here if you want a card mailed to you <input type="checkbox"/>	Date of Birth* (MM/DD/YYYY)	Home Phone #* () <input type="checkbox"/> Mobile	Mobile Phone # ()
Email Address:		Annual Gross Income* (Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.) \$	
5. Guarantor Full Name*		Social Security #* - -	
Home Street Address*		City, State & Zip Code*	
Check here if you want a card mailed to you <input type="checkbox"/>	Date of Birth* (MM/DD/YYYY)	Home Phone #* () <input type="checkbox"/> Mobile	Mobile Phone # ()
Email Address:		Annual Gross Income* (Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.) \$	

+PLEASE NOTE: Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

GUARANTY OF PAYMENT: For purposes of this Guaranty, the Company named below under "Business Information" in the portion of this Credit Card Application which follows this Guaranty, who is entering into the Cardholder Agreement with Synovus Bank is hereinafter called "Debtor," said bank, together with its successors and assigns, is hereinafter called "Bank," and the undersigned is sometimes hereinafter called "Guarantor." Said Credit Card Application and Cardholder Agreement are incorporated into this Guaranty by this reference. For value received, and for the purpose of inducing Bank to issue credit cards and extend credit to Debtor as provided in said Agreement, Guarantor hereby unconditionally guarantees payment of all indebtedness of Debtor to Bank at any time or times incurred or arising within the contemplation of said Agreement, whether for issuance or use of any such credit cards, for any such extensions of credit or for any other reason whatsoever, together with all expenses (including attorneys' fees) incurred by Bank in the collection of said indebtedness and/or enforcement of the Guaranty. Guarantor agrees to be bound by all terms and conditions of said Agreement, and without waiving the generality of the foregoing, Guarantor expressly waives notice of the existence or creation of any such indebtedness of Debtor, and notice of Bank's acceptance of this Guaranty. Guarantor expressly waives demand, presentment, notice of dishonor and protest, and all other notices whatsoever; agrees that Bank from time to time may amend said Agreement as provided in said Agreement, may surrender, compromise, substitute or exchange all or any part of any collateral described therein, and may grant any releases, compromises or indulgences with respect to said Agreement or any extension or renewal thereof or any security therefor to any party liable thereunder or hereunder (including but not limited to failure or refusal to exercise one or more of the rights or remedies provided by said Agreement) all without notice or consent of the undersigned (or any of them, if there be more than one) and without affecting the liability of the undersigned hereunder, any of whom may be sued by Bank, with or without joining Debtor or any other person liable on said Agreement or hereunder and without first or contemporaneously suing such other persons or otherwise seeking or proceeding to collect from them, all rights of the undersigned (and each of them) under O.C.G.A. 10-7-24 being hereby expressly waived and relinquished. If more than one party shall execute this Guaranty, the terms "Guarantor" and "undersigned" as used above shall mean each and all of them, who shall be jointly and severally obligated hereunder. I agree that the Cardholder Agreement (including any such amendments) and the Account shall be governed by Georgia and federal law.

Given under the hand and seal of the undersigned this _____ day of _____

X _____ (Signature of Guarantor 1)
 X _____ (Signature of Guarantor 2)
 X _____ (Signature of Guarantor 3)
 X _____ (Signature of Guarantor 4)
 X _____ (Signature of Guarantor 5)

SYNOVUS Treasury Management Visa® Purchasing Credit Card ApplicationBusiness Name: Town of Highland Beach**List Individual Cardholders*** Each will have a unique account number assigned - *List Attached*

Cardholder Name	Social Security #	Date of Birth	Credit Line Per Card	Business Phone #	MCC Table Name

Attach list if more cards are needed.

Billing Structure

Your account will be set up as a **Corporate Bill account**, which means your company will receive one monthly statement and, notwithstanding anything to the contrary in the Commercial Credit Card Agreement relating to minimum payment due, or payment due dates, or the length of the grace period on purchases, you agree to make one monthly payment of the entire New Balance shown on the statement so that it is received by the due date shown on the statement, which will be at least that number of days after the closing date shown on the statement. The statement will display a summary of all employee cardholder accounts and the total balance will be due in full each month. Individual cardholders' credit availability will refresh at billing date. Individual card billing is available upon request. Your account and card numbers will change, and new or changed fees, and other changed terms will apply if you change your billing option from a corporate bill account to an alternate billing structure.

Statement Grace Period and Cycle Date Options (Must select one)☒ **Monthly Cycle with 20 Day Grace Period on Purchases** ☐ **Monthly Cycle with 1 Day Grace Period on Purchases**

(for this option you must participate in the automatic monthly payment service below)

Select when your cycle date should be assigned: ☐ 15th of Month (approx.) ☒ End of Month (approx.)

Automatic Monthly Payment Service. Cycle Date may vary from date selected for various reasons, such as to avoid a non-business day, etc.
Auto pay is required for 1 day grace period accounts and optional with accounts with a 20 day grace period.

I understand and agree that the automatic monthly payment will take place each month on the payment due date and that the privileges attached to said coverage are contingent upon my maintaining and properly handling both the Checking Account and the Credit Card Account, and will terminate immediately upon the closing of either account for any reason. Synovus Bank may review the accounts involved in this agreement and withdraw any privileges previously granted. If I have authorized Synovus Bank to pay my credit card bill automatically from my checking account, I can stop the payment. To stop the payment my letter must reach Synovus Bank three business days before the automatic payment is scheduled to occur. I request and authorize Synovus Bank to automatically deduct from my designated commercial purpose checking account my monthly credit card payment, equal to the full amount of the "New Balance" for the Credit Card Account and I agree that (notwithstanding anything to the contrary in the Cardholder Agreement), if a 1 Day Grace Period is selected (see above), any termination of this automatic payment service for any reason constitutes a default under the Cardholder Agreement.

Balance will be
paid in full on pay-
ment due date.

Commercial Bank Account Number:

Account Routing Number:

**IMPORTANT: A VOIDED
CHECK MUST BE ATTACHED
FOR AUTOMATIC MONTHLY
PAYMENT TO BE SET UP.**

Authorized Signature of Commercial Account

Date

(Optional) Authorized Signature of Commercial Account

Date

Merchant Category Code Tables (MCC)

Note: Synovus will attempt to decline authorization requests from the MCC's you provide but cannot assure that all authorizations can be prevented in every instance. Your request for card use restrictions in this Application does not relieve your company of the need to review each transaction on your monthly statement.

MCC Table Name	MCC Table Description

Customer to Retain for Personal Records

VISA® PURCHASING CARD SUMMARY OF CREDIT TERMS	
Annual Percentage Rate (APR)	15.15% for PURCHASES
Other APRs	15.15% for BALANCE TRANSFERS 23.24% for CASH ADVANCES
Variable Rate Information	Your APR for purchases, balance transfers and cash advances may vary. The regular APR for purchases and balance transfers is determined each billing cycle by adding a margin of 6.90% for purchases and/or balance transfers and 14.99% for cash advances to the current Prime Rate*
Grace Period for Repayment of Purchase Balances	You will have at least a 1-day or 20-day (whichever you have selected – see above in this Application) grace period to repay the New Balance (if any) shown on your statement for any Billing Cycle to avoid incurring an additional finance charge on purchases. No grace period is given on cash advances or balance transfers.
Method of Computing the Balance For Purchases	Average Daily Balance (including new purchases)
Annual Fee	None
Minimum Finance Charge	\$1.00
Transaction Fee for Cash Advances Late	3% of the Cash Advance (\$10 minimum)
Payment Fee	Based on balance as of Closing Date of Billing Cycle during which payment is late as follows: balances less than or equal to \$100 = \$15; balances of \$100.01 up to \$500 = \$29; and balances greater than \$500 = \$39
Overlimit Fee	\$29
Returned Check	\$29
Foreign Transaction Fee	3% of the transaction amount (includes transactions made in U.S. Dollars and cross border transactions)
<p>*The Prime Rate used is the highest Prime Rate published in The Wall Street Journal on either (a) the first calendar month in which the Billing Cycle begins (or if not published on that day, on the date of its next publication following that date), or (B) the last day of the calendar month in which the Billing Cycle begins (or if not published on that day, on the date of its next publication following that date), whichever produces the higher Prime Rate.</p> <p>The terms and conditions described in this application are accurate as of May 31, 2023 but are subject to change. To find out what may have changed, please call us at 1-888-SYNOVUS (796-6887) or write to us at Card Services, P. O. Box 23061, Columbus, Georgia 31902.</p> <p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING NEW ACCOUNT: Federal law requires financial institutions to obtain, verify, and record information that identifies each person or entity that 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 use outside sources to confirm this information.</p> <p>CONTACT BY TELEPHONE AND EMAIL: You authorize us or any of our agents to contact you at any telephone numbers you provide on your credit application or that you provide to us thereafter, including a ported landline, cellular phone, mobile phone or similar device, regarding payments due, Account activity, Account information or for other purposes we deem necessary. You authorize those contacts to be made using an automated telephone dialing system and/or prerecorded messages and/or text messages. You authorize us to send email to the addresses you provide us on your credit application or otherwise. You may be charged by your wireless provider for data, phone usage or minutes. By providing your mobile number you are agreeing to receive alerts for information related to your account, including fraud notifications from Synovus. Message frequency depends on account activity. Free messages from short code 74233. For more information, please visit www.synovus.com/fraudfaqs. For privacy policy, please visit www.synovus.com/privacy</p>	