Timberline Special Service District Administrative Control Board - Board Report

Subject: TSSD Credit Card Request
Author: The Financial Credit Sub-committee – Elizabeth Dosher and Eric Ghanem
Date: January 30, 2024
Type of Item: For Information

Recommendation

The Financial Credit Sub-committee (FCSC) proceeded with requesting a $10,000 credit card limit, from Zion Banks, for Timberline Special Service District Administrative Control Board (TSSD) and Staff uses. In preparation of having a TSSD credit card we also recommend adopting the credit card policy attached as Exhibit C.

This should come at no additional cost to TSSD hence, no budget reallocation would be necessary.

Executive Summary

The FCSC undertook the responsibility of exploring options associated with TSSD owning a credit line for TSSD and its staff uses. This is intended to be used to purchase fuel, equipment parts and maintenance services, and additional budgeted items that were previously handled by the staff personal credit line and reimbursed later by TSSD.

Analysis

The FCSC contacted the Kimball Junction Zion Bank's Branch Service Manager, Trent Nolan, to seek answers in TSSD capability in getting a credit line.

The current TSSD's checking account type cannot accommodate a debit card. The request was denied in early January 2024.

Below are the three options proposed by Mr. Nolan:

1- Keep our current situation; having staff using their own credit line and get reimbursed by TSSD,
2- Transitioning the current TSSD's checking account type to a Public Funds Analyzed Checking which does allow debit card. This new account would cost a monthly maintenance fee of $21. (no further investigation from FCSC was undertaken for this option as debit card are a greater financial liability),
3- Apply for a credit card through Zion Bank. This will have to go through the underwriter approval. FCSC would wait for TSSD board approval prior of starting the process of requesting a credit card.

Exhibits

A - Zion Bank Credit Card Application
B – Email chain between Trent Nolen, Eric Ghanem, Elizabeth Dosher, and Logan Jones.
C - Credit Card Policy

EXHIBIT A

BUSINESS CREDIT CARD APPLICATION	ZIONS BANK

IMPORTANT:
- Zions Bancorporation, N.A. dba Zions Bank ("Bank") cannot process applications that are incomplete, unsigned, or missing documentation.
- The Bank may request additional information or documentation such as (but not limited to) financial statements and tax returns on the Business and Personal or Corporate Guarantors to complete the review of this application.
- Zions Bank is a division of Zions Bancorporation, N.A., a national bank. Zions Bancorporation, N.A. will own any account that is opened and issue all credit cards you receive as a result of this application.

Step 1. Choose Credit Card Type

☐ **AmaZing Rewards®** (213) *Points*

☐ **AmaZing Cash®** (215) *Cash Back*

☐ **AmaZing Rate®** (214) *NOTE: Rewards are not available on this card.*

Business requests a Credit Limit of: $_____________________ (Bank may assign a lower Business Credit Limit.)

Step 2. Provide Business Information

Legal Business Name:			Tax ID Number:
Doing Business As: (If Applicable)			
Business STREET Address (Cannot be a PO Box):	City:	State:	Zip Code:
Mailing Address (If different from above):	City:	State:	Zip Code:
Business Phone: ( )	Number of Employees:	Length of Current Ownership: Years: Months:	
Gross Annual Sales: $	Annual Net Business Income: $	Business Debt Balances: Unsecured $	Monthly Debt Payments (Principal & Interest): $

☐ Home-based business

☐ Non-Profit

Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ LLC ☐ Other ________________________________

Specific and detailed business nature and/or business NAICS code: ____

Business Name as it should appear on the card(s) (Limited to a total of 21 characters and spaces, abbreviate if needed)

PLEASE SIGN AND DATE THE APPLICATION ON THE FOLLOWING PAGE

Page 2: Business Credit Card Application	BUSINESS NAME:

Step 3. Provide Business Authorization and Signature on Behalf of Business

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 business entity and/or person who opens an account. What this means for you: When you open an account, we will ask for your Federal Tax Identification Number, full legal name of your business, the physical address of your business; if you are an individual, we will ask for your full name, physical 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 that will aid in confirming this information.*

Complete the following information for Authorizing Officer listed below who has significant responsibility for managing the Business legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions.

The Business agrees to promptly notify the Bank if: (A) the Authorizing Officer ceases to have that significant responsibility for managing the Business legal entity, or if there is any change in the information provided about that individual, or (B) there is any change in the direct or indirect ownership interest in the Business as disclosed in Step 4 of this application and/or in the Corporate Guarantor Addendum.

By signing this Application as an Authorized Officer(s) of the Business, (1) I/we request that an Account be opened for the Business, and that Visa Business Credit Card(s) be issued to the cardholders listed on this Application in Step 6 and any supplements thereto; (2) I/we certify that I/we are authorized to sign this Application on behalf of the Business and that all information provided herein is true and correct; (3) I/we authorize Bank to verify the information given and to lawfully receive and exchange credit information about the Business, both now and in the future; (4) the Business and I—individually and jointly—agree to use the card(s) for business purposes and to be bound by the terms and conditions of the Business Credit Card Agreement, as amended from time to time, and which is incorporated herein and made a part hereof by this reference; (5) I/we and Business certify that the execution, performance, and delivery of this Application has been authorized by all necessary legal action by the Business, and the Business will provide the Bank evidence of such action upon request; (6) Business acknowledges and agrees that it is granting Bank a Uniform Commercial Code security interest in any business deposit or accounts Business maintains with the Bank to secure payments of all obligations under Business's credit card account, and all other current or future indebtedness to Bank whether under this Application or any other indebtedness to Bank; (7) I/we and Business agree that if we provided any wireless telephone number(s) herein, we consent to receiving autodialed and prerecorded message calls and text messages from the Bank or its third-party debt collector at that number and have the authority to provide this consent for the wireless number provided; and (8) I/we agree that any electronic facsimile of signatures herein, in any capacity, may be used as evidence of Business's and my agreement of the terms of this Application.

1 Authorizing Officer Name (Print):	Title:		
Authorizing Officer's Physical Address:		Date of Birth (MM/DD/YYYY):	Authorizing Officer's SSN:
Authorizing Officer Signature:	Provide a unique 4-digit code. We will use this to authenticate you when you contact us. ___ ___ ___ ___		Date:
Phone Number: ( )	Email Address (required):		
2 Authorizing Officer Name (Print):	Title:		
Authorizing Officer's Physical Address:		Date of Birth (MM/DD/YYYY):	Authorizing Officer's SSN:
Authorizing Officer Signature:	Provide a unique 4-digit code. We will use this to authenticate you when you contact us. ___ ___ ___ ___		Date:
Phone Number: ( )	Email Address (required):		

Step 4. (Optional) Provide Program Administrators (Account Managers) not designated as Authorizing Officers in Step 3 above.

This step is optional. To designate one or more additional Program Administrators (account managers) not already listed above in the Authorizing Officer section, please complete this section. Program Administrators are authorized to access Account information and request changes on behalf of your business. Each Program Administrator must choose a unique 4-digit code to be used to authenticate phone and email requests.

1 Name of Person Authorized to Manage Business Accounts:	Phone Number: ( )
Email Address (required):	REQUIRED: For security provide a unique 4-digit Program Administrator Access Code ("PAAC"): ___ ___ ___ ___
2 Name of Person Authorized to Manage Business Accounts:	Phone Number: ( )
Email Address (required):	REQUIRED: For security provide a unique 4-digit Program Administrator Access Code ("PAAC"): ___ ___ ___ ___

 BUSINESS NAME:

Step 5. Provide Personal Guarantor Information

- EVERY INDIVIDUAL WHO DIRECTLY OR INDIRECTLY OWNS **20% OR MORE** OF THE BUSINESS MUST COMPLETE AND SIGN THE FOLLOWING SECTION.
- GOVERNMENT AGENCIES AND NON-PROFIT ORGANIZATIONS ARE NOT REQUIRED TO COMPLETE THE PERSONAL GUARANTOR SECTION.
- FOR ADDITIONAL GUARANTORS WITH 20% OR MORE OWNERSHIP, PRINT AND COMPLETE ADDITIONAL COPIES OF THIS PAGE AS NEEDED.
- FOR **BUSINESS ENTITY GUARANTORS**, ALSO COMPLETE THE CORPORATE GUARANTEE ADDENDUM AND SUBMIT WITH THIS APPLICATION.
- IF YOU HAVE PLACED A "FREEZE" ON YOUR CREDIT BUREAU REPORT, **PLEASE UNFREEZE YOUR CREDIT** PRIOR TO SUBMITTING THIS APPLICATION.

1	Name of Personal Guarantor:	Primary Phone Number:	Social Security Number:	Credit Frozen? ☐ Yes ☐ No	Date of Birth (MM/DD/YYYY):

_____% Ownership of Business: ☐ Sole Owner ☐ Managing Member ☐ Partner ☐ CEO ☐ President ☐ Vice President ☐ Treasurer ☐ Other: ___________

Home STREET Address (Cannot be a PO Box):	City:	State:	Zip:	Email Address:

Monthly Mortgage/Rent Payment: $	Gross Personal Annual Income*: $	Net Worth (Excluding the Business): $	Total in Deposit Accounts and Marketable Securities: $

2	Name of Personal Guarantor:	Primary Phone Number:	Social Security Number**:	Credit Frozen? ☐ Yes ☐ No	Date of Birth (MM/DD/YYYY):

_____% Ownership of Business: ☐ Sole Owner ☐ Managing Member ☐ Partner ☐ CEO ☐ President ☐ Vice President ☐ Treasurer ☐ Other: ___________

Home STREET Address (Cannot be a PO Box):	City:	State:	Zip:	Email Address:

Monthly Mortgage/Rent Payment: $	Gross Personal Annual Income*: $	Net Worth (Excluding the Business): $	Total in Deposit Accounts and Marketable Securities: $

3	Name of Personal Guarantor:	Primary Phone Number:	Social Security Number**:	Credit Frozen? ☐ Yes ☐ No	Date of Birth (MM/DD/YYYY):

_____% Ownership of Business: ☐ Sole Owner ☐ Managing Member ☐ Partner ☐ CEO ☐ President ☐ Vice President ☐ Treasurer ☐ Other: ___________

Home STREET Address (Cannot be a PO Box):	City:	State:	Zip:	Email Address:

Monthly Mortgage/Rent Payment: $	Gross Personal Annual Income*: $	Net Worth (Excluding the Business): $	Total in Deposit Accounts and Marketable Securities: $

*Personal Annual Gross Income includes any earned income related and unrelated to the business so long as it is not included in the business' annual net profit. Alimony, child support, or separate maintenance income need not be disclosed if you do not wish to have it considered.

**In lieu of a Social Security Number, Non-U.S. Persons may also provide an Individual Taxpayer Identification Number (ITIN), an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Step 6. Sign Personal Guaranty

By signing below, in my individual or business capacity (even if I place a title or other designation next to my signature), I (1) certify that all information I have provided on this Application or in connection herewith is true, correct, and complete; (2) authorize my current and past creditors, employers, consumer reporting agencies, and any other reference listed above to release information to Bank regarding the request for the account(s) and/or card(s) as indicated above; (3) agree that if I provided a wireless telephone number(s) herein, I consent to receiving autodialed and prerecorded message calls and text messages from the Bank or its third-party debt collector at that number and confirm that I have the authority to provide this consent for the wireless number provided; (4) authorize Bank to obtain credit reports, including consumer credit reports , and other information about me, in connection with this Application or in connection with updates, renewals, extensions or from time to time until any credit granted as a result of this Application is repaid in full and the credit has matured, and I understand and agree that Bank will obtain periodic follow-up credit reports on me from credit reporting agencies; (5) jointly and severally with Applicant and other guarantors, unconditionally guaranty and promise to pay Bank all indebtedness incurred by Business at any time arising under or relating to any credit requested through this Application, as well as any extensions, increases, or renewals of indebtedness; (6) waive (i) presentment, demand, protest, notice of protest to Bank, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Business or other guarantor(s); (iii) any right to require Bank to proceed against Business or any other guarantor; (iv) any right to require the Bank to pursue any remedy in connection with the guaranteed indebtedness; (v) any right to require the Bank to notify guarantor(s) of any additional indebtedness incurred by the Business; or (vi) any right to require Bank to give notice of any changes in the Business's financial condition; (7) authorize Bank, without notice or prior consent, to (i) extend, modify, compromise, accelerate, renew, increase, or otherwise change the terms of the guaranteed indebtedness, and (ii) proceed against one or more guarantor(s) without proceeding against the Business or other guarantor(s); (8) agree that an electronic facsimile of my signature, in any capacity, may be used as evidence of my agreement to the terms of this guaranty; and (9) certify that I have received, read, and understand the disclosures set forth in this application.

Guarantor #1 Signature:	Date:
Guarantor #2 Signature:	Date:
Guarantor #3 Signature:	Date:

PLEASE SIGN AND DATE THE APPLICATION ON THE FOLLOWING PAGE

 BUSINESS NAME:

Step 7. Provide Authorized User (Cardholder) Information and Request Cash Advance Access[1]

ISSUE A CARD TO THE FOLLOWING AUTHORIZED USERS (CARDHOLDERS)

Specially-Designated Nationals (SDN) List: The Business has verified that no cardholder is identified on the Specially-Designated Nationals lists administered by the U.S. Treasury's Office of Foreign Assets Control. Business will hold Bank harmless if it issues a card at Business's request to any such identified person.

Information About Card Embossing:

1. A minimum of one Authorized User is required. Each card must be embossed with a unique Authorized User name in addition to the Business name.
2. Each card will be embossed with a unique number assigned to the individual card user.
3. Complete and submit additional pages of this section for companies that require more than 5 Authorized User cards.

Choose a Monthly Billing Option: (See help file)

☐ **Combined Billing – available with two or more cardholders**
A "Control Account" number will be created where all cardholder transactions are combined into a single monthly billing statement. As a default setting, cardholder statements will be suppressed and all transactions for all cardholders will be summarized by cardholder on the Control Account statement. Monthly spending limits refresh once monthly when statements are generated.

☐ **Individual Billing – recommended when there are only a few cardholders** - receive individual cardholder billing statements which are billed and paid at the individual card level. Credit availability refreshes with each payment.

☐ **Check here to receive Annual Summary statements** with a summary of all spending from the previous calendar year by spend category.

	Name of Authorized User(s) to be Issued a Card (21 character maximum. To add a card with no cardholder name (a department card), you must complete the Assumption Release and Waiver Agreement)	**Credit Limit** (Select **one** option for each card) Up to Business Credit Limit[2] **OR** Card Credit Limit[3] ($100 Increments)	
1	Date of Birth (MM/DD/YYYY):	☐ Up to Business Credit Limit	☐ Card Credit Limit: $____________ Cash Advance Limit: $____________ Approval required in Bank Use section[1]
2	Date of Birth (MM/DD/YYYY):	☐ Up to Business Credit Limit	☐ Card Credit Limit: $____________ Cash Advance Limit: $____________ Approval required in Bank Use section[1]
3	Date of Birth (MM/DD/YYYY):	☐ Up to Business Credit Limit	☐ Card Credit Limit: $____________ Cash Advance Limit: $____________ Approval required in Bank Use section[1]
4	Date of Birth (MM/DD/YYYY):	☐ Up to Business Credit Limit	☐ Card Credit Limit: $____________ Cash Advance Limit: $____________ Approval required in Bank Use section[1]
5	Date of Birth (MM/DD/YYYY):	☐ Up to Business Credit Limit	☐ Card Credit Limit: $____________ Cash Advance Limit: $____________ Approval required in Bank Use section[1]

[1] Cash Advance Access is subject to Vice President or Branch Manager approval in the Bank Use Only section below.

[2] For combined billing only. Cardholder will have full access to available credit on the Business Credit Limit. Transactions will be authorized up to the available Business Credit Limit. (Authorized User Credit Limits shown in Online Banking will not be enforced.)

[3] Cardholder will have access to the lesser of credit available in the Card Credit Limit, Control Account, and Business Credit Limit. For businesses with combined billing, payments made during a billing cycle do not refresh available credit at the Cardholder level.

Business fully understands and agrees that all Authorized Users listed above are the business's responsibility if the card(s) are lost or stolen and agree that the business will immediately notify Bankcard Services at 1-888-758-5349 of such loss. If the credit card is misused by an Authorized User, business accepts full responsibility.

______________________________________ Authorized Officer Signature (required)   ____________________ Date

Step 8. Submit completed application and any supporting documents to one of the following:

- Email completed application to businesscreditapps@zionsbank.com.
- Hand deliver to any Zions Bank financial center.

<table>
<tr><td rowspan="5">BANK USE ONLY</td><td colspan="2">Submitting Employee's Name:</td><td>Employee Number:</td><td>Employee Phone Number:</td><td>Cost Center:</td><td>Date:</td></tr>
<tr><td colspan="2">Treasury Officer (TO) Name (if applicable):</td><td colspan="2">TO Employee Number (if applicable):</td><td colspan="2">TO Cost Center (if applicable):</td></tr>
<tr><td colspan="2">Referring Employee's Name:</td><td>Referring Employee Number:</td><td>Cost Center:</td><td colspan="2">Date:</td></tr>
<tr><td>REQUIRED: Beneficial Ownership – Control Owner Validation</td><td colspan="5">Check Here If Authorized Officer from Step 3 Above Has Been Validated Through Documentary Means as Part of this Account Opening
☐ Driver's License/State ID#_________________________ Issued Date__________________ Exp. Date________</td></tr>
<tr><td>Cash Advance Option Approval</td><td>VP or Branch Manager Name:</td><td>Employee #:</td><td colspan="2">Signature:</td><td>Date:</td></tr>
</table>

BUSINESS CREDIT CARD DISCLOSURES

AmaZing Rewards® for Business, AmaZing Rate® for Business, and AmaZing Cash® for Business

THESE ARE VARIABLE-RATE CREDIT CARD PRODUCTS: The Index used for each Annual Percentage Rate (APR) shown below is the *Wall Street Journal* "Prime Rate". Changes to your Card Account's APR will be effective on the first day of the first billing cycle following the Index change. The following information is accurate as of 4/28/2023.

Interest Rates and Interest Charges	
APR for Purchases	Intro APR: **0.00%** – in effect for the first 6 months from Card Account opening date: After that your APR will be: AmaZing Rate for Business: **Prime Rate + 6.99%** AmaZing Rewards for Business: **Prime Rate + 10.99%** AmaZing Cash for Business: **Prime Rate + 10.99%** These APRs will vary with changes in the Prime Rate.
APR for Balance Transfers (Balances must be transferred from non-Zions Bank accounts)	AmaZing Rate for Business: **Prime Rate + 6.99%** AmaZing Rewards for Business: **Prime Rate + 10.99%** AmaZing Cash for Business: **Prime Rate + 10.99%** These APRs will vary with changes in the Prime Rate.
APR for Cash Advances (Activation of Cash Advance functionality is subject to prior approval)	AmaZing Rate for Business: **Prime + 12.99%** AmaZing Rewards for Business: **Prime + 15.99%** AmaZing Cash for Business: **Prime + 15.99%** These APRs will vary with changes in the Prime Rate.
Paying Interest	The due date is at least 20 days after the close of each billing cycle. We will not charge interest on purchases and balance transfers if the entire balance due is paid by the due date each month. We begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.
Fees	
Annual Account Fee	**None**
Transaction Fees:	
▪ Cash Advance	**3%** of the amount of each transaction, but not less than **$10**.
▪ Balance Transfer	**3%** of the amount of each transaction, but not less than **$5**.
▪ International Transaction	**3%** of the U.S dollar amount of each transaction, whether originally made in U.S. dollars or converted from a foreign currency.
Penalty Fees:	
▪ Late Payment	**$19 on account balances up to $249.99; $29 on balances between $250.00 and $499.99; $39 on balances of $500.00 or more.**
▪ Returned Payment	**$29**
▪ Over Limit	**$29**

HOW WE WILL CALCULATE YOUR BALANCE: We use a method called "average daily balance (including new purchases)". See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

If an Account is opened, a Business Credit Card Agreement will be provided with each card issued. Please read and retain the Agreement, the Card Carrier containing the card, and any other documents that are received with the card.

AMAZING BUSINESS CARDS
BALANCE TRANSFER REQUEST

IMPORTANT INFORMATION ABOUT BALANCE TRANSFERS

Please refer to your Cardholder Agreement and the Card Carrier containing your card for additional information.

Interest and Fee Information	
Annual Percentage Rate (APR) for Balance Transfers	AmaZing Rate for Business: **Prime Rate + 6.99%** AmaZing Rewards for Business: **Prime Rate + 10.99%** AmaZing Cash for Business: **Prime Rate + 10.99%** This APR will vary with changes in the Prime Rate.
Fee	**3%** of the amount of each transaction, but not less than **$5**.

Balance transfers are processed in the order listed below. If your transfer request is more than your available credit limit, you authorize us to lower the transfer amount to your available credit.

We anticipate that it will take 3 to 4 weeks to process your balance transfer request. You should continue to make payments to those accounts to avoid late fees and interest charges.

You may only make balance transfers to accounts that list you as an accountholder.

You may not use a balance transfer to pay on any other Zions Bank account.

You will not earn any reward points or cash back on balance transfers.

ACCOUNTS TO BE TRANSFERRED

1 - Amount to be transferred ($100 minimum) $	Credit Issuer or Company Name:	Full Account number:
	Credit Issuer payment address as shown on your statement:	City, State, Zip Code:

2 - Amount to be transferred ($100 minimum) $	Credit Issuer or Company Name:	Full Account number:
	Credit Issuer payment address as shown on your statement:	City, State, Zip Code:

3 - Amount to be transferred ($100 minimum) $	Credit Issuer or Company Name:	Full Account number:
	Credit Issuer payment address as shown on your statement:	City, State, Zip Code:

$	**TOTAL AMOUNT TO BE TRANSFERRED**

Print Business Name:		Zions Bank Business Credit Card Number:
Print Name of Authorized Signer:	Phone Number: ( )	Business Tax Identification Number:

By signing below as an Authorized Signer of the Business, I acknowledge that I have read and agree to the above information about balance transfers.

Signature of Authorized Signer Required:	**Date:**

If submitting Balance Transfer Form alone, take to any Zions Bank financial center, or email completed form to: balancetransfer@zionsbank.com.

EXHIBIT B

Gmail

Eric Ghanem <eric.ghanem@gmail.com>

Fwd: TSSD Account Question

1 message

Logan Jones <logantssd@gmail.com> Thu, Jan 11, 2024 at 7:59 AM
To: Eric Ghanem <eric.ghanem@gmail.com>

FYI - this is who Elizabeth talked to.....this is what i send to him yesterday. No reply.

---------- Forwarded message ---------
From: **Logan Jones** <logantssd@gmail.com>
Date: Wed, Jan 10, 2024 at 7:14 AM
Subject: TSSD Account Question
To: <Trent.Nolan@zionsbank.com>
Cc: Elizabeth Dosher <elizabethdosher@gmail.com>

Trent,

I serve on the Timberline Special Service district Board with Elizabeth Dosher. She informed me that upon request for a business type card for our account, you ran into issues. Our County Attorney seemed to think that this must have been some sort of misunderstanding so I wanted to reach out to you to see if you could provide me with more details on the issue.

Additionally, I wanted to ask if you know of any workarounds which other public funds accounts use. For context - These card charges would be for simple day to day expenses such as gas and repair items.

Thanks for any additional information you can provide,

Logan
TSSD Board
435-640-6864

Gmail **Eric Ghanem <eric.tssd@gmail.com>**

TSSD Credit Card

4 messages

Eric Ghanem <eric.tssd@gmail.com> Mon, Jan 15, 2024 at 8:12 PM
To: Trent.Nolan@zionsbank.com, Logan Jones <logantssd@gmail.com>, Elizabeth Dosher <elizabethdosher@gmail.com>

Trent,

I am serving on the TSSD with Elizabeth and Logan and I am in the process of becoming the TSSD Treasurer.

I was reaching out to follow up on Logan email below on getting a credit card for TSSD.

We would like to better understand the limitation and the work around the current situation.

Please could you follow up with advices by mid week as we need to prepare project reports by the end of the week to present in our next public meeting.

Regards,

____

Eric Ghanem
Timberline Special Service District
801-824-4959

---------- Forwarded message ---------
From: **Logan Jones** <logantssd@gmail.com>
Date: Wed, Jan 10, 2024 at 7:14 AM
Subject: TSSD Account Question
To: <Trent.Nolan@zionsbank.com>
Cc: Elizabeth Dosher <elizabethdosher@gmail.com>

Trent,

I serve on the Timberline Special Service district Board with Elizabeth Dosher. She informed me that upon request for a business type card for our account, you ran into issues. Our County Attorney seemed to think that this must have been some sort of misunderstanding so I wanted to reach out to you to see if you could provide me with more details on the issue.

Additionally, I wanted to ask if you know of any workarounds which other public funds accounts use. For context - These card charges would be for simple day to day expenses such as gas and repair items.

Thanks for any additional information you can provide,

Logan
TSSD Board
435-640-6864

Trent Nolan <Trent.Nolan@zionsbank.com> Tue, Jan 16, 2024 at 4:48 PM
To: Eric Ghanem <eric.tssd@gmail.com>, Logan Jones <logantssd@gmail.com>, Elizabeth Dosher <elizabethdosher@gmail.com>

Eric,

I apologize for the delayed response on this. I was out of the office all last week and today is my first day back. When I was working with Elizabeth, I attempted to order a card for TSSD and received a notification that the account type was not eligible for a debit card. At that time, I also contacted our bankcard department and they confirmed that the type of account TSSD has with us is not eligible for a debit card.

Today I reached out to another of our support departments, and they provided me with two work arounds. The first is probably what you are already doing, having people use their own cards/funds and then reimbursing them. The second is transitioning the current account type to a Public Funds Analyzed Checking account which does allow for cards. The downside of this account type is that there would be a monthly maintenance fee of $21. I hope this information is helpful. Please let me know if you have any further questions.

Thank you,

Trent Nolan

Branch Service Manager

Zions Bank-Newpark

NMLS: 1621195

1483 Newpark Blvd.

Park City, UT 84098

435-655-4890

trent.nolan@zionsbank.com

To send me a secure email, please click *here*

ZIONS BANK. | 150 Years

From: Eric Ghanem <eric.tssd@gmail.com>
Sent: Monday, January 15, 2024 8:12 PM
To: Trent Nolan <Trent.Nolan@zionsbank.com>; Logan Jones <logantssd@gmail.com>; Elizabeth Dosher <elizabethdosher@gmail.com>
Subject: TSSD Credit Card

EXTERNAL EMAIL! Proceed with caution.

[Quoted text hidden]

Eric Ghanem <eric.tssd@gmail.com> Tue, Jan 16, 2024 at 6:14 PM
To: Trent Nolan <Trent.Nolan@zionsbank.com>
Cc: Logan Jones <logantssd@gmail.com>, Elizabeth Dosher <elizabethdosher@gmail.com>

Trent,

I just want to make sure we are talking about the same product...

We are not interested in having a DEBIT card, but are seeking for a CREDIT CARD.

We do want to steer away from using employees' personal financing means.

Also, I will be coming in tomorrow to sign the Personal Information for Non-Consumer Accounts.
[Quoted text hidden]
--
Regards,
____
Eric Ghanem
Timberline Special Service District | Treasurer
801-824-4959

Trent Nolan <Trent.Nolan@zionsbank.com> Wed, Jan 17, 2024 at 10:11 AM
To: Eric Ghanem <eric.tssd@gmail.com>
Cc: Logan Jones <logantssd@gmail.com>, Elizabeth Dosher <elizabethdosher@gmail.com>, Britney Comer <Britney.Comer@zionsbank.com>

Hello Eric,

I was talking about debit cards. For credit cards an application will need to be filled out and submitted. Once our underwriters have reviewed the application and made an initial determination, they may ask for additional information and stipulations to be completed prior to making a final determination. I have attached the credit card application to this email.

I am actually working offsite for the remainder of this week, however Britney Comer is aware of the situation and will be available to assist you with getting you added to the TSSD account. She should also be able to assist with any questions you might have concerning the credit card.

[Quoted text hidden]
[Quoted text hidden]

Paper AmaZing Business Credit Card Application_Zions.pdf
527K

EXHIBIT C

Timberline Special Service District

Corporate Credit Card Policy

I. OVERVIEW

This Corporate Credit Card Policy sets forth the Timberline Special Service District (the Company) guidelines that will be applied to all employees (term includes employees and board members) who are issued a corporate credit card. This policy conveys the Company expectations and procedures for the issuance, application, use, safeguarding, payment, and termination of the corporate credit card issued to Timberline Special Service District's employees. This policy will be effective as of February 01, 2024. Cardholders and their supervisors are responsible for ensuring that they adhere to this Corporate Credit Card Policy, thereby taking appropriate measures to minimize the risk of fraudulent or corrupt credit card use. The corporate credit card is meant to allow employees access to efficient, flexible, and alternative means of payment for approved expenses.

II. ELIGIBILITY & APPROVAL

1. **ELIGIBILITY**. Timberline Special Service District maintains a corporate credit card program for full-time and temporary employees who will regularly incur business expenses. In order to be eligible, the employee must purchase significant volumes on minor goods and services for use by the company, or frequently incur other business-related expenses of a kind appropriately paid by credit card.

2. **APPROVAL.** Eligible employees, as designated by Timberline Special Service District, should contact the Treasurer, the Plan Administrator, who will handle all arrangements for obtaining corporate credit cards. Based on the needs of the business, Timberline Special Service District will offer eligible employees a corporate credit card to use for approved expenses.

III. PROCEDURES & POLICY

3. USE AND FINANCIAL RESPONSIBILITIES. The employee agrees to comply with all the applicable policies and procedures of Timberline Special Service District and this Corporate Credit Card Policy. The corporate credit card is to be used ONLY for official business expenditures, not personal expenses. The cardholder is responsible for ensuring that the credit card purchases are within budget and properly approved. Timberline Special Service District will pay for the total balance by the payment due date each month for each company-approved charge by the cardholder.

4. CREDIT SPENDING LIMITS. The credit limit will be set on a case-by-case basis by the appropriate agent(s) at Timberline Special Service District. The credit limit will be determined by Timberline Special Service District on a basis of need and budget.

5. ALTERNATE CREDIT SPENDING PROFILES. Timberline Special Service District will have alternate credit spending profiles for certain positions within the company. The terms for these credit spending profiles are as follows: Drivers will be allowed a $2,000 credit limit; Treasurer will be allowed the credit line as credit limit.

6. RECEIPTS AND EXPENSE REPORTS. Cardholders must maintain physical proof of each credit transaction with the corporate card and provide an itemized receipt at end of each month. A failure to provide receipts or credible explanation for any transactions could result in a debit from the Cardholder's salary, forfeiture of right of reimbursement, and other disciplinary action. Credible transactions should contain the following information when appropriate: date of purchase, vendor name and address, quantity, unit price, grand total of expenditures. When applicable, written notation should supplement the receipts with the following information: the business purpose and names of persons in attendance, including their professional titles or affiliation. Expenses must be submitted to the accounting services designated by Timberline Special Service District’s Treasurer within a maximum of thirty (30) days from the time expense was incurred. Expense reports submitted outside of this time frame will not be reimbursed. Al expenses report shall be submitted within ten (10) days from the end of each month.

7. CREDIT CARD VIOLATIONS AND CONSEQUENCES. Credit Card Violations may include, but are not limited to, obtaining cash advances or for other expenses than those incurred by the assigned employee named on the card, charging personal transactions to the corporate credit card, allowing unauthorized users to use the corporate credit card, exceeding the credit card limit, failing to promptly return the credit card when a cardholder is reassigned, terminated, or any terms determined at the discretion of Timberline Special Service District. Cardholder transactions will be scrutinized to ensure compliance with this policy. Infractions of the conditions of this policy, or to any Timberline Special Service District policy that may apply to this Corporate Credit Card policy, could result in cancellation of the card and withdrawal of corporate credit card privileges. Breaching of this policy may result in disciplinary action against the employee up to and including termination. In all cases of breach, Timberline Special Service District will consider the facts and circumstances of each incident, and will take action as deemed appropriate. Timberline Special Service District reserves the right to recover any monetary considerations from the cardholder. Internal and external audits of cardholder purchases may be carried out from time to time at the discretion of Timberline Special Service District.

8. OWNERSHIP AND CANCELLATION OF THE CREDIT CARD. The corporate credit card may not be transferred, assigned to, or used by anyone other than the designated cardholder. The cardholder is accountable for all activity on the corporate credit card. Timberline Special Service District may suspend or cancel cardholder privileges at any time for any reason. The cardholder will forfeit the credit card upon request to Timberline Special Service District or any authorized agent of the card issuer. The credit card will be returned to Timberline Special Service District upon any notification of resignation and the cardholder must reconcile all expenditures on the credit card since the last credit card Statement. It is the responsibility of the departing cardholder to ensure that the account is settled prior to departure.

9. DISPUTED ITEMS. It is the cardholder's responsibility to follow-up on any erroneous charges, returns, or adjustments to ensure proper credit is given on subsequent statements. Disputed transactions must be resolved with the card issuer and the bank by the cardholder. The Cardholder must notify the bank immediately for resolution and the appropriate agent at Timberline Special Service District should be informed as well.

10. PROTECTING THE CREDIT CARD. Lost or stolen cards must be reported immediately to the appropriate agent at Timberline Special Service District. The appropriate agent must be notified within two (2) business days of this activity, or in the instance of loss or theft while conducting business overseas, must be notified within two (2) business days of returning to the official place of business.

11. SAFEKEEPING. Newly issued cards should be signed immediately by the cardholder upon receipt. When using the card for approved internet transactions, care should be taken that the site utilizes recognized encryption technology. When the corporate credit card has expired and/or cardholder has received a new corporate credit card, the cardholder should cut the card in half and discard it. Cardholder should make certain that the card is returned after each charge and verify that name on the back of the card.

12. CONTACT INFORMATION. For any issues, comments, or questions regarding this Corporate Credit Card Policy, please contact Timberline Special Service District at 10563 S 2330 W, South Jordan, UT 84095 at tssdut@gmail.com.