



Dr. Christopher Harvey, Mayor  
Emily Hill, Mayor Pro Tem, Place 1  
Anne Weir, Place 2  
Maria Amezcua, Place 3  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5  
Deja Hill, Place 6

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## City Council Called Special Session

Thursday, February 19, 2026 at 6:30 PM

Manor City Hall, Council Chambers, 105 E. Eggleston St.

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### AGENDA

This meeting will be live-streamed on Manor's Webpage.

You can access the meeting at <https://www.manortx.gov/171/Public-Meetings-Livestreams>  
or by scanning the QR Code



**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

*Non-Agenda Item Public Comments (white card): Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person.*

*Agenda Item Public Comments (yellow card): Comments will be taken from the audience on non-agenda and agenda items combined for a length of time, not to exceed five (5) minutes total per person on all items, except for Public Hearings. Comments on Public Hearing items must be made when the item comes before the Council and, not to exceed two (2) minutes per person. **No Action or Discussion May be Taken by the City Council during Public Comments on Non-Agenda Items.***

*To address the City Council, please complete the white or yellow card and present it to the designated area prior to the meeting.*

## REGULAR AGENDA

- 1. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing city owned property, being 98.286 acres of land, more or less, being located in Travis County, Texas, and adjacent to the city limits, and providing for an open meeting, and other related matters.**  
*Submitted by: Michael Burrell, Development Services Director*
- 2. Consideration, discussion, and possible action on a Primary Bank Depository Services Agreement with SouthState Bank and the City of Manor.**  
*Submitted by: Belen Peña, Finance Director*
- 3. Consideration, discussion, and possible action on a Secondary Bank Depository Services Agreement with Frontier Bank and the City of Manor.**  
*Submitted by: Belen Peña, Finance Director*

## ADJOURNMENT

In addition to any executive session already listed above, the City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices) and §551.087 (Deliberations regarding Economic Development Negotiations).

### CONFLICT OF INTEREST

*In accordance with Section 12.04 (Conflict of Interest) of the City Charter, "No elected or appointed officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee has a personal financial or property interest, direct or indirect, in the issue, subject or matter that is different from that of the public at large. An interest arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest."*

*Further, in accordance with Chapter 171, Texas Local Government Code (Chapter 171), no City Council member and no City officer may vote or participate in discussion of a matter involving a business entity or real property in which the City Council member or City officer has a substantial interest (as defined by Chapter 171) and action on the matter will have a special economic effect on the business entity or real property that is distinguishable from the effect on the general public. An affidavit disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.*

### POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Wednesday, February 11, 2026, by 5:00 PM and remained so posted continuously for at least 3 business days preceding the scheduled time of said meeting.

\_\_\_\_\_  
/s/ Lluvia T. Almaraz, TRMC  
City Secretary for the City of Manor, Texas

### NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 10 days prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail [citysecretary@manortx.gov](mailto:citysecretary@manortx.gov)

AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**MEETING DATE:** February 19, 2026  
**PREPARED BY:** Michael Burrell, Development Services Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action regarding an Ordinance of the City of Manor, Texas annexing 98.286 acres of land, more or less, being located in Travis County, Texas, and adjacent to the city limits into the corporate limits of the City; making findings of fact; providing a severability clause and an effective date; and providing for open meetings, and other related matters.

**BACKGROUND/SUMMARY:**

The City purchased the property consisting of 98.286 acres which is located within the City’s extraterritorial jurisdiction. City Council, by resolution, set the public hearing for February 18, 2026, as required by State Statute.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**FORM 1295 FILED:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Ordinance No. 816

**STAFF RECOMMENDATION:**

City Staff recommends that the City Council approve the second and final reading of Ordinance No. 816 of the City of Manor, Texas annexing 98.286 acres of land, more or less, being located in Travis County, Texas, and adjacent to the city limits into the corporate limits of the City; making findings of fact; providing a severability clause and an effective date; and providing for open meetings, and other related matters.

**ORDINANCE NO. 816**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 98.286 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT TO THE CITY LIMITS INTO THE CORPORATE LIMITS OF THE CITY; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas (the “City”) is a home rule municipality authorized by State law to annex territory lying adjacent to the City;

**WHEREAS**, the City is the owner of the property, as hereinafter described, and wishes to annex such property in compliance with the Texas Local Government Code;

**WHEREAS**, the property is adjacent to the present city limits;

**WHEREAS**, the City Council heard and has decided to annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the Texas Local Government Code;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City Council of the City of Manor, Texas (the “City Council”) finds that the property may be annexed pursuant to §43.003 and §43.014 of the Texas Local Government Code.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS:**

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described property (hereinafter referred to as the “Annexed Property”), not previously annexed into the City, is hereby annexed into the corporate limits of the City of Manor:

Being 98.286 acres of land, more or less, out of the Amos Alexander Survey No. 22, Abstract No. 1, in Travis County, Texas, and being a portion of that certain 671.170 acre tract conveyed to The City of Manor by General Warranty Deed dated October 25, 2006 recorded in Document No. 2006208605 of the Real Property Records of Travis County, Texas; said 98.286 acre tract being more particularly described in Exhibit “A.”

**SECTION 3.** That the official map and boundaries of the City, heretofore adopted and amended are hereby amended so as to include the Annexed Property as part of the City of Manor.

**SECTION 4.** That the Annexed Property shall be temporarily zoned Agricultural District “A” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 5.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**SECTION 6.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**SECTION 7.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED FIRST READING** on this the 18<sup>th</sup> day of February 2026.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 19<sup>th</sup> day of February 2026.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**Exhibit "A"**  
**Subject Property Description**  
**+/- 98.286 Acres**

PROFESSIONAL  
LAND SURVEYORS

1515 Chestnut Street (512) 303-0952  
Bastrop, Texas 78621 Fax: (512) 332-0961

### LEGAL DESCRIPTION

**98.286 ACRES OF LAND OUT OF THE AMOS ALEXANDER SURVEY NO. 22, ABSTRACT NO. 1 IN TRAVIS COUNTY, TEXAS, COMPRISED OF A PORTION OF THAT TRACT CONVEYED AS 671.170 ACRES TO ROBERT GILFILLAN AND JACKI NELL GILFILLAN BY DEED RECORDED IN DOCUMENT 2003230144, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF C. RICHARD RALPH, R.P.L.S. NO. 4758 DURING SEPTEMBER, 2006:**

BEGINNING at an iron rod found for the southeast corner hereof, the common east corner of said 671.170 acres and that tract conveyed as 30.874 acres to Thomas Walton West by deed recorded in Document 2002178982 of said Official Public Records same being the southeast corner of a 30' Access Easement out of said 671.170 acres of record in Document 2004104515 of said Official Public Records and a point along the west line of an unopened portion of Hibbs Lane;

THENCE N 59°31'52" W, 30.00 feet along the common line of said 671.170 acres and said 30.874 acres, same being the south line of said Easement to an iron rod found for the southwest corner hereof and the southeast corner of that tract out of said 671.170 acres conveyed as 80.000 acres to David F. Letourneau and Sara M. Letourneau by said deed recorded in Document 2004104515, same being the southwest corner of said Easement;

THENCE the following four courses along the common line hereof and of said 80.000 acres:

- 1) N 29°39'14" E, 566.69 feet along a line 30.00 feet west of and parallel to the east line of said 671.170 acres and the west line of the unopened portion of said Hibbs Lane, same being the west line of said Easement to an iron rod found for the northwest corner of said Easement;
- 2) N 59°57'13" W, 70.00 feet to an iron rod found;
- 3) N 29°39'14" E, 1251.69 feet along a line 100.00 feet west of and parallel to the east line of said 671.170 acres and the west line of the unopened portion of said Hibbs Lane to an iron rod found for the northeast corner of said 80.00 acres;
- 4) N 60°20'46" W, 494.80 feet to an iron rod found for an angle point along the north line of said 80.000 acres;

THENCE following seven (7) courses over and across the remainder portion of said 671.170 acres:

- 1) N 65°38'14" E, 56.06 feet to an iron rod set;
- 2) N 27°56'08" E, 313.57 feet to an iron rod set;
- 3) N 25°36'32" W, 294.71 feet to an iron rod set;
- 4) N 25°29'24" W, 92.19 feet to an iron rod set;
- 5) N 54°30'01" E, 453.92 feet to an iron rod set;
- 6) N 44°01'22" E, 754.43 feet to an iron rod set;
- 7) N 64°04'39" E, crossing Wilbarger Creek at approximately 650 to 675 feet, continue for a total of 695.37 feet to an iron rod set approximately 3' east of the current northerly edge of water of said Wilbarger Creek for the northwest corner hereof and a point along the south line of that tract out of said 671.170 acres conveyed as 28.567 acres to Homer Owens and Michella Owens by deed recorded in Document 2005230429 of said Official Records;

THENCE the following nineteen (19) courses continuing over and across said 671.170 acres along the south line of said 28.657 acres and the fenced west and south lines of that tract out of said 671.170 acres conveyed as 100.891 acres to Guy H. Brown and Candice Brown by deed recorded in Document 2006078029 of said Official Public Records:

- 1) S 61°41'46" E, 155.68 feet to an iron rod found for the common east corner of said 28.657 acres and that tract out of said 671.170 acres conveyed as 77.586 acres to Homer Owens and Michella Owens by deed recorded in Document 2005097796 of said Official Public Records and a point on the west line of said 100.891 acres, same being a point within the confines of a portion of said Hibbs Lane unused for more than 30 years;

State of Texas Registered Professional Land Surveyors

98.286 Acres  
Page 2 of 2

- 2) S 30°04'11" W, 89.91 feet, as fenced, within the confines of said unused Hibbs Lane, as fenced, to a 24" concrete filled metal pipe former bridge support column along the northern bank of said Wilbarger Creek;
- 3) S 33°17'12" W, 38.41 feet, as fenced, to a second 24" concrete filled metal pipe former bridge support column along the southern bank of said Wilbarger Creek;
- 4) S 34°09'59" W, 66.12 feet to a 2" iron pipe fence post found;
- 5) S 64°52'23" W, 28.34 feet to an iron rod found at a 10" cut telephone post fence corner for the southwest corner of said 100.891 acres;
- 6) S 37°58'09" E, 21.38 feet to a 2" iron pipe fence post found;
- 7) S 36°59'57" E, 251.95 feet to a 2" iron pipe fence post found;
- 8) S 39°05'33" E, 399.85 feet to a 2" iron pipe fence post found;
- 9) S 72°08'29" E, 122.94 feet to a 2" iron pipe fence post found;
- 10) S 22°51'38" E, 113.41 feet to a 2" iron pipe fence post found;
- 11) N 50°27'27" E, 85.87 feet to a 2" iron pipe fence post found;
- 12) S 52°28'28" E, 203.53 feet to a 2" iron pipe fence post found;
- 13) N 81°09'34" E, 145.59 feet to a 2" iron pipe fence post found;
- 14) N 60°03'46" E, 120.90 feet to a 2" iron pipe fence post found;
- 15) S 85°01'52" E, 118.65 feet to a 2" iron pipe fence post found;
- 16) S 55°59'47" E, 289.65 feet to a 2" iron pipe fence post found;
- 17) S 44°04'46" E, 52.40 feet to a 2" iron pipe fence post found;
- 18) S 47°15'50" E, 273.97 feet to a 2" iron pipe fence post found;
- 19) S 32°45'08" E, 82.92 feet to a 2" iron pipe fence post found for the northeast corner hereof, the southeast corner of said 100.891 acres and a point on the westerly line of that tract conveyed as 252.000 acres to Charles S. Nichols, Jr. by deed recorded in Document 2003230142 of said Official Public Records;

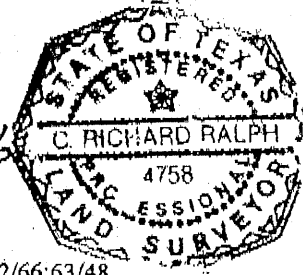
THENCE S 44°55'07" W, 1642.49 feet, generally as fenced along the common line of said 671.170 acres and said 252.000 acres to an iron rod found for the southeast corner hereof, the common south corner of said 671.170 acres and said 252.000 acres and a point on the north line of that tract conveyed as 93.02 acres to Mark S. Laflleur by deed recorded in Volume 12091, Page 653, Real Property Records of Travis County;

THENCE N 55°44'34" W, pass at 976.43 feet an iron rod found for the common north corner of said 93.02 acres and that tract conveyed as 22.251 acres to Michelle Enriquez and Danny Alba by deed recorded in Document 2001206059 of said Official Public Records, pass at 1594.13 feet an iron rod found for the northwest corner of said 22.521 acres, same being the east line of said Hibbs Lane at the intersection of the said unused portion with the said unopened portion, continue for a total of 1614.35 feet to an iron rod found for a point along the west line of said Hibbs Lane at said intersection of the unused and unopened portions, and S 29°39'14" W, 2309.37 feet along the west line of the said unopened portion of Hibbs Lane to the POINT OF BEGINNING, containing 98.286 acres of land, more or less, with 1.443 acres contained within the said unused portion of Hibbs Lane and shown on the survey map prepared herewith.

Surveyed by:

*C. Richard Ralph*

9-23-06



September 26, 2006

C. Richard Ralph  
Registered Professional Land Surveyor No. 4758

Project No. 0218028.93A - 87/54;76/21;83/72;82/66;63/48





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** February 19, 2026  
**PREPARED BY:** Belen Peña, Director  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Primary Bank Depository Services Agreement with SouthState Bank and the City of Manor.

**BACKGROUND/SUMMARY:**

City staff advertised for Requests for Proposals for Primary and Secondary Bank Depository Services. The City of Manor received proposals from three (3) banks. SouthState Bank submitted its proposal for the primary and secondary bank. SouthState Bank was selected as the Primary Bank Depository.

The current depository agreement expires on March 31, 2026. Staff recommend approval to enter into agreement with SouthState Bank for a period of two (2) years with a starting date of April 1, 2026 and an expiration date of March 31, 2028, with the option for three (3) one-year extensions under the same terms and conditions.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Primary Depository Services Agreement
- Request for Proposals RFP 2025-49
- Tabulation

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the primary bank depository services agreement with SouthState Bank and the City of Manor.

## BANK DEPOSITORY SERVICES AGREEMENT

This Primary Bank Depository Services Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of February, 2026 by and between the City of Manor, Texas, a municipal corporation (hereinafter referred to as "Depositor") and SouthState Bank, a State chartered bank and licensed to conduct business in State of Texas (hereinafter referred to as "Bank"). The Depositor and Bank are sometimes referred to herein as the "Parties."

### RECITALS:

WHEREAS, Depositor, by statute and charter, is authorized to enter into agreements necessary or incidental to its duties and powers; and

WHEREAS, Depositor and Bank previously entered into that certain Bank Depository Services Agreement (the "Original Agreement") dated January 17, 2019 for Depositor to serve as the depository for Depositor's general fund accounts which expires on March 31, 2026; and

WHEREAS, the Parties desire for Bank to continue to provide banking services under the same or similar terms and conditions as the Original Agreement for another extension period as described herein; and

WHEREAS, Depositor hereby designates the Bank as its primary depository for banking services commencing April 1, 2026, through March 31, 2028.

### AGREEMENT:

NOW THEREFORE, in consideration of payments hereinafter stipulated, the parties do hereby agree as follows:

1. **Recitals Incorporated.** The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.
2. **General.** All services rendered to Depositor by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instruction of Depositor pursuant to Bank's standard operations, policies, and procedures. Depositor agrees to remain in full compliance with the terms and conditions of all executed Banking Agreements and the scope of services outlined in the Primary Depositor's Bank Services RFP during the term of this Agreement and any extensions thereof.
3. **Scope of Services.** Bank agrees to provide those services as described in Bank's Response to Primary Depositor's Bank Services RFP incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank in compliance with all applicable laws and regulations and, when applicable, subject to the approval of Depositor.

In addition, Depositor and Bank agree to the following terms:

- (a) Account depository account rates will be based on the Fed Funds Target Rate, index source below:  
<https://fred.stlouisfed.org/series/DFEDTARU>; and
- (b) Any new TM Products and Services will be priced at the prevailing Bank price schedule at the time of request.
4. **Term**. The term of this Agreement shall begin April 1, 2026 and expire on March 31, 2028 with option to extend for up to three (3) additional one (1) year periods, including all addenda, schedules, and exhibits provided in the RFP and subject to the same provisions and pricing as RFP.
5. **Continued Performance of Services**. Bank agrees to continue performing the services as designated herein and the RFP.
6. **Depositor Representatives**. Depositor will designate in writing the individual or individuals who are authorized to act on behalf of Depositor with respect to all matters arising under this Agreement, including without limitation issuing instructions, making withdrawals or transfers, and ordering payments. Bank shall exercise reasonable care in accordance with prevailing commercial banking standards when reviewing and acting upon any written or other instruction, direction, order, or communication. Bank may rely upon any such instruction believed in good faith to be genuine and to have been given by the properly designated representative, provided that Bank has exercised such reasonable care in verifying the authenticity and authority of the instruction as required by commercial banking standards. Bank may decline to implement any such instruction, direction or order, even if validly given, when in receipt of conflicting instructions, directions or orders from designated representatives. Bank shall not incur liability, for any action taken or omitted in reliance upon any such instruction, direction, order or other communication, except for its failure to exercise reasonable care in accordance with commercial banking standards, bad faith, gross negligence or willful misconduct.
7. **Termination Provisions Upon Default**. If either Party shall fail in any manner to discharge performance related obligations or any material obligation under this Agreement, the non-breaching Party may, upon providing the breaching Party with sixty (60) days prior written notice and opportunity to cure, terminate this Agreement effective on that date (the "Termination Date"). Any unreasonable delays in the deposit of funds owing to Depositor shall constitute a material breach of contract and the basis for termination by Depositor. If Depositor shall terminate this Agreement for breach of contract by Bank, no fees of any type, other than fees due and payable at the time of termination for services performed, shall thereafter be paid to Bank.
8. **Compensation**. Depositor agrees to pay and Bank agrees to accept as full and sufficient compensation for the performance of all duties and services, as set forth herein, the

Bank's fees and costs for services stated in Bank's response to Primary Depositor's Bank Services RFP. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services designated in the Bank's Response to Primary Depositor's Bank Services RFP, including services, materials, training, equipment, travel, overhead, and expenses.

9. **Entire Agreement.** The entire agreement between Depositor and Bank shall consist of this Agreement, Bank's standard account agreements, including Signature Card and applicable Disclosures, Primary Depositor's Bank Services RFP (incorporated by reference), Bank's Response to Primary Depositor's Bank Services RFP and the Collateral Security Agreement listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. This Agreement may not be amended except by written agreement approved by the City Council of the City of Manor, Texas that is signed by all Parties and dated subsequent to the date hereof.
10. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, notices to Depositor and Bank shall be sent to the addresses set forth below:

Bank: SouthState Bank, N.A.  
1011 West 40<sup>th</sup> Street, Ste 300  
Austin, TX 78756  
Attn: Ben Richards, EVP/Regional President

Depositor: City of Manor  
Attn: City Manager  
105 E. Eggleston Street  
Manor, TX 78653

With a copy to: The Knight Law Firm, LLP  
Attn: Paige H. Saenz/Veronica Rivera  
223 W. Anderson Lane, Suite A105  
Austin, Texas 78752

Changes to the notice address may be made by either party upon written notice to the other party.

11. **Effective Date.** The Effective Date of this Agreement is April 1, 2026.
12. **Indemnification.** Bank hereby expressly agrees to indemnify Depositor, its officials and employees and its agents and agents' employees, from and against all third-party claims, suits, demands, and causes of action (collectively, "Claims"), and resulting costs, loss, damage and liability of every kind and nature, including reasonable

- attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses), to the extent that such Claims are based upon or result from any act of gross negligence, willful misconduct, error or omission of Bank in connection with the performance of services under this Agreement. Bank's obligations pursuant to this section with respect to a Claim are subject to the continuing satisfaction of the following conditions: (a) each relevant indemnified party shall promptly advise Bank in writing that its right of indemnification set forth in this section applies or may apply to the Claim; and (b) the party seeking indemnification shall (i) permit Bank, at Bank's sole option and expense, to control the response to such Claim and the defense thereof; (ii) reasonably cooperate with and assist Bank in connection with the defense and/or settlement of such Claim; and (iii) not settle, compromise or otherwise prejudice the defense of such Claim without the prior written agreement of Bank, which may be granted or withheld in Bank's sole discretion. Bank shall have the right to settle or compromise any such Claim for which it has assumed control, provided, however, that Bank shall not cause Depositor to be bound by any equitable or non-monetary remedy without the prior written consent of Depositor, which consent shall be at Depositor's sole discretion. This provision shall survive termination and/or completion of this Agreement.
13. **No Partnership or Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.
14. **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by the Parties and the third party. Absent a written agreement between the Parties and a third party providing otherwise, if a Party defaults with respect to an obligation of that Party under this Agreement, any notice of default or action seeking a remedy for such default must be made by the non-defaulting Party.
15. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.
16. **Severability.** Any clause, sentence, provision, paragraph, or section of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or section so held to be invalid, illegal, or ineffective.
17. **Limitation of Liability.** Neither Party will be liable to the other for any indirect, special, incidental, punitive or consequential damages, including lost profits, income or goodwill, regardless of whether or not such Party has been advised of the possibility of such damages, caused by or resulting from any breach of this Agreement or arising out of the performance of this Agreement.

18. **Verifications of Statutory Representations and Covenants.** Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) **Not a Sanctioned Company.** Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) **No Boycott of Israel.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) **No Discrimination Against Firearm Entities.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) **No Boycott of Energy Companies.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

19. **Entity Status.** By my signature below, I certify that Bank is a State chartered bank, duly licensed and authorized to transact and do business in the State of Texas.

20. **Acknowledgement.** As a duly authorized representative of Bank, I acknowledge by my signature below that I have read and understand the above paragraphs and that Bank

has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

This Agreement is executed as of the Effective Date provided herein.

*[signature pages follow]*

Draft

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR, TEXAS,  
a municipal corporation

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

DRAFT

SOUTHSTATE BANK,  
a State chartered bank

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Draft



**SOLICITATION OVERVIEW**

**The City of Manor, Texas, is soliciting proposals for:**

**TITLE:** Primary & Secondary Depository  
Services RFP# 2025-49

**ISSUE DATE:** October 17, 2025

**DUE DATE:** Friday, December 12, 2025, 2:00 P.M.

**DELIVERY TO:** City of Manor  
Belen Peña, Finance Director  
105 E. Eggleston St.  
Manor, Texas, 78653

**The City prepared this RFP and will evaluate the proposals received. All times referenced are Central Time.**

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## CALENDAR OF EVENTS

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Friday, October 17, 2025	RFP available to prospective financial institutions. First Publishing in local newspaper and City website.
Friday, October 24, 2025	Second Publishing in the local newspaper and City website.
Friday, October 31, 2025	Deadline for Questions/Requests for Additional Information (4:00 P.M.) via email to: <a href="mailto:bpena@manortx.gov">bpena@manortx.gov</a>
Friday, November 7, 2025	Deadline for City Responses to Questions (4:00 P.M.), Addendum to be posted on the City website
<i>Friday, December 12, 2025</i>	<i>Responses due to Finance Department by 2:00 P.M.</i>
Week of January 5, 2026	Bank Presentation/Demonstrations (if necessary)
Wednesday, February 4, 2026	Anticipated City Council consideration of award (7:00 P.M.)
Monday, March 2, 2026	New Depository Services Contract period begins

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## INTRODUCTION

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The City of Manor, Texas (the “City”) is requesting proposals from qualified financial institutions to provide the City with primary and secondary depository services. The award of the depository services contract is scheduled for consideration by the City Council at the Manor Executive Chambers, located at 105 E. Eggleston St., Manor, Texas, 78653, at its meeting to be held on Wednesday, February 4, 2026.

The City desires to enter into a depository services contracts of mutual party benefit and reserves the right to contact and negotiate with all applicants regarding their proposals prior to award, to clarify, verify, or request information regarding any proposal. The City Council will award the depository services contract(s) to the applicant(s) whose proposals provide the most advantageous terms for the City, based on compliance with the RFP requirements and the City’s needs. The City may request presentations and/or demonstrations from any one or all applicants, and reserves the right to waive any formality or irregularity (with the exception of the due date and time), to make awards to more than one applicant, or to reject any or all proposals. Banks are required to submit separate proposals for primary and secondary depository services.

*Delivery Instructions:*

**Proposals will be accepted until 2:00 P.M. on December 12, 2025:**

*Required delivery method: Physical delivery of printed and electronic Proposals for each Primary and Secondary Depository Services to:*

City of Manor  
Belen Peña, Finance Director  
105 E. Eggleston St.  
Manor, Texas 78653

**Governing Statutes:** Chapter 105, Texas Local Government Code  
Chapter 2256, Texas Government Code, “Public Funds Investment Act” as amended  
Chapter 2257, Texas Government Code, “Public Funds Collateral Act” as amended.  
City of Manor adopted Investment Policy.  
Chapter 131, Sub-chapter Z, Sec. 131.903, Conflict of Interest, Texas Local Government Code, “Finances”.

**Eligibility to Apply:** To be eligible to respond to this RFP, the financial institution must have a full service “**brick & mortar**” presence in Travis or Bastrop Counties.

**Term of Contract:** The term of the depository services contracts will be for a maximum of five (5) years; further delineated as an initial term of two (2) years with options to extend for up to three (3) additional one (1) year periods under the same terms and conditions. The agreement will also provide for a transition period at the end of the contract, not to exceed ninety (90) days, for migration to a new bank at the end of the term. The terms are subject to earlier termination by the City’s governing body.

Proposal Requirements:

One (1) original, two (2) copies, and one electronic (CD, flashdrive, etc) version of all submission materials shall be provided for each primary and secondary depository proposal. The Bank Service Fee Schedule should be in Excel format.

Authorized City Contact:

All inquiries and or questions should be in writing, directed to Belen Peña, Finance Director, at [bpena@manortx.gov](mailto:bpena@manortx.gov)

Pursuant to Chapter 105 of the Texas Local Government Code, this RFP is intended to serve as the proposal submission form. There are multiple blanks to fill in and questions to be answered. The evaluation of all proposals received will be based on the responses included herein.

Exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by the applicant, if any, clearly stated and inserted in the appropriate place in the proposal submission.

Each of these exceptions, conditions, or qualifications to the City's specifications may be included, as appropriate, in the awarded depository services contract documents. Items and matters not explicitly notated in this manner shall be deemed to be in conformance with the City's specifications.

The services and fees represented in the RFP submission response from the awarded financial institution(s) shall overrule any and all previous service or other contracts between the City and the financial institution(s), as they relate to the accounts and services included herein. The City will not be obligated by any charges and fees not clearly and accurately presented in the RFP submission from the awarded financial institution(s). Services initiated after consummation of the depository services contract shall carry charges and fees mutually agreed to, in writing, by the City and the awarded financial institution(s). Regardless of time delay, the awarded financial institution(s) shall refund or credit the City for any erroneous charges and fees not agreed to in writing.

## ACCOUNT ACTIVITIES

### TRANSACTIONS BY ACCOUNT

The City of Manor current account structure and activity are reflected in the following table:

### City of Manor

#### BANK ACCOUNTS - PRIMARY DEPOSITORY

Based on July 2025 Transactions

Account	Beginning Balance	CREDITS		DEBITS		Ending Balance
		Number	Amount	Number	Amount	
General Fund	47,729,647.45	232	2,265,406.32	312	3,761,166.10	46,233,887.67
P.D. Escrow	7,639.16	1	28.25	0	0.00	7,667.41
<b>Totals</b>	<b>47,737,286.61</b>	<b>233</b>	<b>2,265,434.57</b>	<b>312</b>	<b>3,761,166.10</b>	<b>46,241,555.08</b>

### City of Manor

#### BANK ACCOUNTS - SECONDARY DEPOSITORY

Based on July 2025 Transactions

Account	Beginning Balance	CREDITS		DEBITS		Ending Balance
		Number	Amount	Number	Amount	
Reserve Account	6,568,323.83	1	13,946.44	0	0.00	6,582,270.27
Community Impact (WW CIF)	8,788,397.19	6	84,323.03	0	0.00	8,872,720.22
Capital Impact (Water CIF)	4,401,558.53	5	35,687.88	0	0.00	4,437,246.41
H.O.T. Funds	677,124.35	4	46,584.84	0	0.00	723,709.19
Rosehill P.I.D.	869,431.44	5	2,171.27	1	5,520.40	866,082.31
Manor Heights T.I.RZ.	118,142.41	1	250.85	0	0.00	118,393.26
Lagos P.I.D.	2,475,042.12	1	5,245.80	1	5,504.24	2,474,783.68
Entrada Glen P.I.D.	6,715.24	0	0.00	0	0.00	6,715.24
2021 Bond	242.40	0	0.00	0	0.00	242.40
2022 Tax Note Bond	10,061,962.69	1	20,675.27	0	0.00	10,082,637.96
2023 CO Capital Projects	25,118,543.59	1	74,667.45	0	0.00	25,193,211.04
2024 CO Bond	3,444,629.29	1	7,313.94	0	0.00	3,451,943.23
2025 Tax Note Bond	0.00	0	0.00	0	0.00	0.00
<b>Totals</b>	<b>62,530,113.08</b>	<b>26</b>	<b>290,866.77</b>	<b>2</b>	<b>11,024.64</b>	<b>62,809,955.21</b>

Payroll is paid through the General Fund and consists of:

- 156 positions
- \$700,000 approximately monthly payroll
- Transmittal to bank is on Tuesday, payday on Wednesday. Biweekly payroll.
- 100% of employees are direct deposit.

**Utility Billing** – The City receives utility payments via City Hall cashiers, drive through window, online through the City’s website, a night drop box, and periodic ACH drafts from customers accounts.

- Number of utility accounts: 6,900
- Approximately 15% of utility bills are drafted from customer accounts via ACH. The remaining accounts are paid via cash, check, or online through the City's website.
- ACH draft file size: \$150,000, drafted once a month.

**CITY OF MANOR, TEXAS  
FEE SCHEDULE  
RFP 2025-49  
PRIMARY DEPOSITORY BANK**

RESPONDING BANK: \_\_\_\_\_

Service Category	Service Description	Unit of Measure	Estimated Monthly	Proposed Unit Price	Estimated Monthly Cost
<b>Account Services</b>					
Monthly Account Analysis	Monthly fee, if any	monthly fee	12		
Monthly Maintenance Charge	Monthly fee, if any	monthly fee	12		
Change Order Processing Fee	Monthly fee, if any	monthly fee	12		
Branch Deposits-Cash	Deposit	per deposit	25		
Branch Deposits-Checks	Deposit	per deposit	25		
Checks Paid at Branch	Fee for check paid	per item	5		
Deposited Checks-On Us	Checks deposited	per deposit	25		
Deposited Checks-Transit	Checks deposited	per deposit	25		
Returned Deposited Item	Fee for returned checks	per item	3		
Sweep Account Maintenance	Monthly, if any	monthly fee	1		
Online Stop Payment	Fee for stop payment	per item	1		
Audit Confirmations	Annual, if any	per item	1 annual		
Research Fees	Hourly rate for account research	per hour	1		
<b>Wire Services</b>					
Domestic Incoming Wires	Fee for transfer in	per item	1		
Online-Domestic Outgoing Wires	fee for transfer out	per item	1		
<b>ACH Origination Services</b>					
ACH Monthly Maintenance Fee	Monthly fee for service	monthly fee	1		
ACH Per Item Originated-Debit	Cost per item	per item	10		
ACH Per Item Originated-Credit	Cost per item	per item	10		
ACH Files	Cost per item	per item	10		
ACH Return Item	Cost per item	per item	3		
ACH Delete per item	Cost per item	per item	1		
ACH NOC per item	Cost per item	per item	1		
NACHA files import	Cost per file	per file	15		
<b>Information Reporting</b>					
Statement and Reports	Cost for statement, if any	per statement	2		
Previous Day Balance Report	Monthly fee for daily balance	monthly fee	20		
Online Banking/Reporting	Access to online banking platform	monthly fee	20		
Account Maintenance Fee	Monthly fee for account upkeep	monthly fee	2		
<b>Additional Services</b>					
Remote Deposit Capture	Monthly fee for scanner and service	monthly fee	25		
Courier Service	Fees for armored car transport	per stop	1		
Lockbox Services	Processing of accounts receivable payments	per item	1		
Online Bill Pay	Fees for online bill payment services	monthly fee	1		
Blank Check Stock	Supplies	per box	1		
Deposit Bags	Supplies	per bag	1		
<b>Fraud Protection Services</b>					
Positive Pay Monthly Maintenance	Monthly fee for service	monthly fee	1		
Check Pos Pay / Exception Item	Cost per item	per item	10		
Check Pos Pay / Exception Item Return	Cost per item	per item	2		
ACH Pos Pay / Exception Item	Cost per item	per item	10		
ACH Pos Pay / Exception Item Return	Cost per item	per item	2		
<b>TOTAL</b>					\$ -

**CITY OF MANOR, TEXAS  
FEE SCHEDULE  
RFP 2025-49  
SECONDARY DEPOSITORY BANK**

RESPONDING BANK: \_\_\_\_\_

Service Category	Service Description	Unit of Measure	Estimated Monthly	Proposed Unit Price	Estimated Monthly Cost
<b>Account Services</b>					
Monthly Account Analysis	Monthly fee, if any	monthly fee	12		
Monthly Maintenance Charge	Monthly fee, if any	monthly fee	12		
Change Order Processing Fee	Monthly fee, if any	monthly fee	12		
Branch Deposits-Cash	Deposit	per deposit	2		
Branch Deposits-Checks	Deposit	per deposit	25		
Checks Paid at Branch	Fee for check paid	per item	1		
Deposited Checks-On Us	Checks deposited	per deposit	25		
Deposited Checks-Transit	Checks deposited	per deposit	25		
Returned Deposited Item	Fee for returned checks	per item	1		
Sweep Account Maintenance	Monthly, if any	monthly fee	1		
Online Stop Payment	Fee for stop payment	per item	1		
Audit Confirmations	Annual, if any	per item	1 annual		
Research Fees	Hourly rate for account research	per hour	1		
<b>Wire Services</b>					
Domestic Incoming Wires	Fee for transfer in	per item	1		
Online-Domestic Outgoing Wires	fee for transfer out	per item	1		
<b>ACH Origination Services</b>					
ACH Monthly Maintenance Fee	Monthly fee for service	monthly fee	1		
ACH Per Item Originated-Debit	Cost per item	per item	10		
ACH Per Item Originated-Credit	Cost per item	per item	10		
ACH Files	Cost per item	per item	10		
ACH Return Item	Cost per item	per item	1		
ACH Delete per item	Cost per item	per item	1		
ACH NOC per item	Cost per item	per item	1		
NACHA files import	Cost per file	per file	1		
<b>Information Reporting</b>					
Statement and Reports	Cost for statement, if any	per statement	13		
Previous Day Balance Report	Monthly fee for daily balance	monthly fee	20		
Online Banking/Reporting	Access to online banking platform	monthly fee	20		
Account Maintenance Fee	Monthly fee for account upkeep	monthly fee	13		
<b>Additional Services</b>					
Remote Deposit Capture	Monthly fee for scanner and service	monthly fee	5		
Courier Service	Fees for armored car transport	per stop	1		
Lockbox Services	Processing of accounts receivable payments	per item	1		
Online Bill Pay	Fees for online bill payment services	monthly fee	1		
Blank Check Stock	Supplies	per box	1		
Deposit Bags	Supplies	per bag	1		
<b>Fraud Protection Services</b>					
Positive Pay Monthly Maintenance	Monthly fee for service	monthly fee	1		
Check Pos Pay / Exception Item	Cost per item	per item	10		
Check Pos Pay / Exception Item Ret	Cost per item	per item	2		
ACH Pos Pay / Exception Item	Cost per item	per item	10		
ACH Pos Pay / Exception Item Retu	Cost per item	per item	2		
<b>TOTAL</b>					\$ -

## EVALUATION PROCESS AND CRITERIA

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The City will carefully review the submitted proposals. The following criteria will be part of the analysis:

1. Ability of applicant to perform and provide the required and requested services;
2. References provided, quality of services, community involvement in Manor;
3. Cost of services;
4. Transition cost, retention and transition offers, and incentives;
5. Interest rates on interest-bearing accounts and deposits;
6. Earnings credit rate on compensating balances;
7. Previous service relationship with the City; no fee, unlimited overdraft privileges
8. Convenience of location(s); Future Relocation; online access to full image statements and transactions
9. Completeness of proposal(s);
10. Financial strength and stability of the institution(s);
11. Institution(s) Community/ City involvement

**Phase 1:** Evaluation of the services provided and the financial impact of each proposal on the City.

**Phase 2:** Favorable Proposals may be invited to provide additional information and demonstrate their banking services and platforms.

**Phase 3:** The references provided will be contacted for additional information regarding the bank's performance.

*The Final Recommendation will be based on the most advantageous overall package(s) as determined by the City.*

## EXPECTED BANK SERVICES

The following services must be provided as described or in an alternative form that results in essentially the same outcome or capability.

### ONLINE BANKING PORTAL

1. ONLINE REPORTING SERVICES – The City uses Tyler Technology, ERP Pro Solutions 9, and soon migrating to version X, expects online reporting that at a minimum includes:

- ledger balance,
- collected balance,
- one day float amount,
- total credits,
- total debits,
- detail debits and credits,
- Online transaction search capability and access to full image statements, and
- export capability to MS-Excel.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

2. WIRE TRANSFERS – The online banking system must offer wire transfer capability. Wires may be one-time or be set up as repetitive or varying amounts. Notification of incoming wire transfers shall be made via the online banking portal.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

*What is the deadline for originating domestic wire transfers: \_\_\_\_\_*

3. ACH – The City expects a robust ACH system to create ACH credits for direct deposit of payroll, and to direct debit customer accounts for utility billing charges. The City expects the effective date settlement versus the pre-funded settlement of ACH Files.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

*What is the ACH origination cut-off time: \_\_\_\_\_*

Next Day Settlement: \_\_\_\_\_

Same Day ACH: \_\_\_\_\_

4. ONLINE BANKING HISTORICAL INFORMATION RETENTION – How long is continuous historical information retained online and accessible by the users? We understand that the standard retention period for check images is 7 years. Please list your retention period for the items listed below:

- Account transaction history (standard) \_\_\_\_\_
- Account transaction history (for additional fee) \_\_\_\_\_
- All Account Statements \_\_\_\_\_

*Comment:*

5. ONLINE BANKING ADMINISTRATION/SELF-ADMINISTRATION – Once the service is in place, users are expected to be managed through self-administration. To confirm, can these services be completed online and without a request to the bank:

- Remote Deposit Capture access/functionality      Yes              No
- Positive Pay User Access                                      Yes              No
- ACH User functionality    Yes              No
- Wire User functionality    Yes              No
- Wire Limits    Yes              No
- Are there any other functions that require the bank to make the changes rather than the self-administrators?

*Comment:*

6. MOBILE APP FUNCTIONALITY/ACCESS – The City is interested in having access to perform certain online banking functions for the City via their smartphones. If your institution offers these services, what functions are available for use?

Balance Reporting and Transaction Detail

Initiate Wire Transfers

Release/Approve Wire Transfers

ACH – Release/Approve Batches

Positive Pay Exception Decisions

Mobile Deposits

Please list any additional functionality or clarifications in the comments

Our bank does not currently offer any banking services through a mobile app

*Comment:*

7. AUTHENTICATION FOR ACCESS – Please confirm the methods that are available with your bank for protecting the City against unauthorized access:

Secure Token

- Secure Token app through cell phone
- Secure Browser
- Confirmation code sent via text message or email
- Biometric authentication

*Comment:*

- 8. ALERT/MESSAGING SYSTEM – The City expects alerts sent via email and/or text messaging to alert the City of specific activity such as incoming wires, positive pay exceptions, etc.? How is the City charged for this service?

Messaging is provided at no cost \_\_\_\_\_

There is a fee for wire notification alerts of \$\_\_\_\_\_per notification.

Messaging is provided as a fee per message/per device fee of \_\_\_\_\_

*Comment:*

- 9. ELECTRONIC DATA INTERCHANGE – The City **expects** Electronic Data Interchange (“EDI”) service in order to see addenda information included with ACH deposits.

Yes, can provide as expected.                      No, cannot provide as expected.

*Comment:*

- 10. PAID CHECK IMAGE OPTIONS – What options does your institution offer for providing copies of paid checks to the City?

- Image of paid checks printed on statements
- Image of paid checks printed on the online version of the statements
- PDF File downloadable to the City each month
- Online Image Inquiry/Search

*Comment:*

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**COLLECTIONS**

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- 1. REMOTE DEPOSIT CAPTURE – The City expects remote deposit capture services for electronically preparing and submitting deposits. The City is currently utilizing this service and uses one Digital Check-Smart Source scanner which was provided by the current depository. If needed, will your institution provide a scanner for the City to use?

Yes, can provide as expected.                      No, cannot provide as expected.

*Comment:*

2. RETURNED CHECK REPROCESSING & OVERDRAFT PRIVILEGES – The City **requires** deposited checks to be processed for collection at least **twice** before making non-paid check images available for download by the City within two business days of the final rejected presentment. The City **requires** same day notification of all returned items, and electronic delivery of the returned item image. The City and all departments require no-fee overdraft privileges for all accounts.

Yes, can provide as expected. No, cannot provide as expected.

*Comment:*

3. BRANCH DEPOSITORY SERVICE – The City currently uses branch depository service with daily delivery by a City staff. Can your branch handle daily cash deposits with a monthly total of deposits average \$250,000 per month?

- Which location would serve Manor? \_\_\_\_\_
- How far is this branch from our office? \_\_\_\_\_
- What are the branch hours? \_\_\_\_\_
- Can your branch handle our cash volume? Yes No
- Is post-verification of deposits an option for us? Yes No
- Is there a night drop available at this location? Yes No

*Comment:*

**FRAUD PROTECTION SERVICES**

1. POSITIVE PAY – The City expects positive pay. Minimum payment verification criteria shall be date, check number, and amount. The City may approve and make pay/no pay decisions on any exception items.

Yes, can provide as expected. No, cannot provide as expected.

*Comment:*

2. PAYEE VALIDATION – The City expects payee validation with the positive Pay Service. Does your bank offer payee validation?

Yes, can provide as expected. No, cannot provide as expected.

*Comment:*

3. ACCOUNT RECONCILIATION SERVICE REQUIREMENT? – Does your bank require the City to have either partial or full account reconciliation service in order to have positive pay?

Yes, it is required. No, it is not required.

*Comment:*

4. AUTOMATIC STALE DATING OF CHECKS – The City prefers the option of checks automatically becoming stale dated after a set period of time, based on the issue date in the Positive Pay system. Does your institution offer this feature, and if so, how does the institution handle items presented after they are stale?

Yes, stale dating is offered.

No, stale dating is not offered as described.

*Comment:*

5. POST NO CHECKS – The City expects the fraud protection feature or service that prevents checks being presented for payment to be posted to the accounts from which checks are not issued.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

6. ACH POSITIVE PAY / ACH FRAUD FILTER – The City expects ACH positive pay/filter capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

---

#### MISCELLANEOUS

---

1. EMPLOYEE CHECK CASHING – The City expects the institution to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the City, and without requiring the employee to open an account with the institution.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

2. ACCOUNT STATEMENTS – The City expects that statements be rendered within five (5) working days after the close of the calendar month. The monthly cutoff of statements must occur on the last calendar day of each month. The Bank will notify the City before inactive accounts are placed in dormant status for inactivity. The statement shall include debits and credits made on the last day of the period and the detailed items. Bank statements must be received monthly, even if there is no activity for the account. The City expects to have access to online bank statements with images for at least the previous twelve months of statements.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

- 3. ACCOUNT ANALYSIS – The City expects account analysis statements by individual account and at group level, reflecting average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost, delivered to the City on a monthly basis. **This requirement applies to “No Fee” or “Fee Waiver” proposals.**

Yes, can provide as expected.                      No, cannot provide as expected.

*Comment:*

- 4. PAYMENT FOR SERVICES and ACCOUNT SETTLEMENT – The City expects to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both. If deficient, settlement is to be made by direct debit to the City’s designated account.

Yes, can provide as expected.                      No, cannot provide as expected.

*Comment:*

- 5. BALANCE ASSESSMENT – State how the institution will treat any Balance Assessment or balance-based fee applicable to the City (i.e., Deposit Supervisory Fee, Premium Assessment Fee, etc.). Please indicate if the assessment will be for all depository balances or non-interest-bearing balances only. **(Also, please reflect treatment on the attached Fee Schedule)**

Fees apply to only non-interest-bearing balances.  
 Fees to be waived.  
 Fees to be partially waived.  
 Fee to be passed in full to the City.

*Comment:*

- 6. RESERVE REQUIREMENT FOR EARNINGS CREDIT CALCULATION – Applicant must indicate whether or not a reserve requirement on balances used in calculating earnings credit is required.

Yes  
 No  
 Reserve Requirement % \_\_\_\_\_

*Comment:*

- 7. RESERVE REQUIREMENT FOR INTEREST CALCULATIONS – Applicant must indicate whether or not a reserve requirement on balances used in calculating hard interest to be paid on balances.

Yes  
 No  
 Reserve Requirement % \_\_\_\_\_

*Comment:*

- 8. EARNINGS CREDIT RATE – The institution must state the current ECR, rate index (if applicable), and rate floor being proposed (if any):

ECR % \_\_\_\_\_  
 Rate Basis (i.e., is there an index or is it a bank determination?): \_\_\_\_\_  
 How often will the ECR adjust if not indexed? \_\_\_\_\_  
 Rate Floor: \_\_\_\_\_

*Comment:*

- 9. INTEREST RATE OPTION – Please state the current rate, rate index (if applicable), and floor being proposed (if any):

Interest Rate % \_\_\_\_\_  
 Rate Basis (i.e., is the rate indexed or bank determination?): \_\_\_\_\_  
 Rate tiers based on balance? \_\_\_\_\_  
 Rate Floor: \_\_\_\_\_  
**Type of Account:** (MMA, Interest Bearing Account, ICS, Investment Sweep Account): \_\_\_\_\_  
 Any Fees associated with the recommended investment option: \_\_\_\_\_

Are there any restrictions on the number of withdrawals per month for your bank’s recommended interest rate option?

Yes, withdrawals are limited to \_\_\_\_\_ withdrawals per month.  
 No, there are no restrictions on withdrawals.

*Comments/additional info if desired to clarify determination of interest rate:*

- 10. OPTION TO FORGO ECR? – If the interest rate offered by the bank is higher than the ECR, can the City forgo earnings credit and earn interest on all balances **and** pay the service fees on a monthly basis?

Yes  
 No

*Comment:*

- 11. Will interest earned on interest bearing accounts be charged as an expense on the account analysis?

Yes, interest will be charged as an expense on the account analysis statement.  
 No, interest will NOT be charged as an expense on the account analysis statement.

*Comment:*

## SAFEKEEPING OF CITY OWNED SECURITIES

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The Public Funds Investment Act in conjunction with the City's Investment Policy shall govern the City's investment activity and the successful applicant shall be expected to provide services within the constraints of both.

The City requests that the institution provide safekeeping services for the securities owned by the City, or offer an alternative option for safekeeping services.

The institution will act as securities clearing agent for all security purchases made by the City and for sales of securities from the investment portfolio, and will provide the necessary wire transfer and delivery services required to support investment activities. All securities will be handled on a Delivery Versus Payment (DVP) basis as they are cleared into and out of the City's account. Necessary controls will be negotiated with the institution. Confirmation of trades must be provided to the City within one (1) business day.

Security clearance and safekeeping services shall be governed by a "Safekeeping Agreement" or similar contract executed between the City and the Institution. All interest payments on securities held are to be posted on the due date or on the next business day in the event the due date falls on a weekend or bank holiday. The City must be notified within seven (7) days of a call date notice for any securities being called prior to maturity.

The City prefers a web-based safekeeping transaction monitoring and reporting mechanism. Please provide a schedule of securities safekeeping fees with the required Response Attachments.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

1. PROPOSAL PROGRAM INTERFACE (API) – Does your bank offer APIs to assist with the following:

- Establish connectivity to wire payment services through our ERP system
- Initiate Payment transactions (via wire or ACH)
- Transmit positive pay files to bank
- Obtain status of wire transfers
- Obtain account balance, transaction activity, charges, etc. for internal reporting purposes

Please use the section below to provide additional information regarding how your APIs can add efficiency to our treasury management operations. Please provide details on the specific API call types supported (web services, REST, etc....) and what authentication methods you support for connecting to those.

*Comment:*

2. ACCOUNT VALIDATION SERVICES – Can your bank verify account status and account ownership of accounts for outgoing payments using the Early Warning System?

Yes, can provide as described. No, cannot provide as described.

*Comment:*

3. UNIVERSAL PAYMENT IDENTIFICATION CODE (UPIC) – The City may be interested in adding this service so that the City can provide what looks like an account number and routing number that is associated to the City’s operating account, without having to disclose that information to third party’s for receipt of incoming ACH payments. Does your bank offer this service?

Yes, can provide as described. No, cannot provide as described.

*Comment:*

4. PERFECT RECEIVABLES aka a VIRTUAL REFERENCE NUMBER – Similar to UPIC, the City may be interested in using this service for receiving or paying funds, using a “ghost number” to hide their real account information and to also identify the sender of electronic payments. With this service, the City can set up as many as are needed that can be tied to an actual DDA.

These will be used primarily for reconciliation purposes, such as for grant receipts – the majority come from either US Treasury or the State of Texas and they don’t always include all of the information needed to identify where the funds belong. Instead of including the City’s DDA on the grant application, they can put a unique VRN that they know is associated with that grant application.

Once funds start to come in, they will show the VRN in their online detail reporting so that they can easily identify the ultimate recipient of the funds.

Does your bank offer this service?

Yes, can provide as described. No, cannot provide as described.

*Comment:*

5. REAL TIME PAYMENTS (RTP) / (or FedNow) – The City may be interested in using RTPs to immediately send and receive funds (currently up to \$1,000,000, but it is expected to increase) directly to and from U.S. demand deposit accounts at participating financial institutions (65% of US DDAs). Does your bank offer this service?

Yes, can provide as described. No, cannot provide as described.

*Comment:*

6. INTEGRATED DISBURSEMENT SERVICES – The City is interested in considering different levels of outsourcing for its disbursement function, including, but not necessarily limited to, check printing and distribution.

Yes, can provide. No, cannot provide.

*Comment:*

- 1. TAMPERPROOF DEPOSIT BAGS – Will the institution provide tamperproof bags at no charge?

Yes, can provide as requested. No, cannot provide as requested.

Comment:

- 2. ENDORSEMENT STAMPS & DEPOSIT SLIPS – Will the institution provide endorsement stamps and deposit slips at no charge?

Yes, can provide as requested. No, cannot provide as requested.

Comment:

- 3. REMOTE DEPOSIT SCANNERS – Is the institution offering a scanner(s) to the City at no additional cost?

Yes, institution is offering the following:

Number of scanner(s) \_\_\_\_\_
Brand of Scanner \_\_\_\_\_
Single feed, or number of documents scanned / minute \_\_\_\_\_

No, institution is not offering a free scanner \_\_\_\_\_

Comment:

- 4. INCENTIVE FEE WAIVER – If your institution is offering a waiver of monthly service fees during a specific timeframe, please provide the following information for clarity of the terms of your offer.

Zero-pricing waiver (no fees assessed) during the timeframe of the offer and interest can be earned on balances during this time

Number of months of the fee waiver: \_\_\_\_\_
Maximum dollar amount of waiver (if any limitations): \_\_\_\_\_

Comment:

No waivers - Institution is not offering a waiver of fees

- 5. CASH TRANSITION ALLOWANCE / RETENTION BONUS/OFFER – If Institution is offering a cash amount to offset the cost of the transition, please provide that amount.

\$ \_\_\_\_\_

Comment:

## OTHER STIPULATIONS

Item 2.

1. TERMS VALID FOR DURATION– The responding bank agrees that the terms in the proposal will be valid from the submission date and throughout the term of the contract .

Agreed

*Comment:*

2. RIGHT TO CANCEL UNDER FEDERAL OR STATE LAW RULINGS – In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the successful institution to comply with the requirements of the contract, then the City expressly reserves the right and privilege to cancel the contract and to re-solicit proposals.

Agreed

*Comment:*

3. RIGHT TO OPEN & MAINTAIN OTHER ACCOUNTS – The City shall have the right, at its sole discretion, to direct, open, and maintain accounts at other institutions.

Agreed

*Comment:*

4. RIGHT TO TERMINATE – The City expressly reserves the right to terminate the contract with or without cause at any time by providing ninety (90) days written notice to the successful institution to close its accounts and terminate services.

Agreed

*Comment:*

5. TERMS FIXED – All fees, **rate indexes (not the rates, just the indexes)**, and conditions shall be fixed for the entire contract period, including any and all continuations.

Agreed

*Comment:*

6. SEMI-ANNUAL MEETING – The City expects a review meeting at least once every six months to evaluate the working relationship between the City and the successful institution. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.

Agreed

*Comment:*

7. FORMAL CONTRACT REQUIRED – The final appointment of the successful institution shall be made by the City Council. The successful institution shall be required to enter into a contract that incorporates all of the requirements of their official response to this RFP, along with the accompanying related schedules and materials as called for in this RFP. The formal agreements should include: a primary depository services contract, a collateral custodial agreement, and a FIRREA compliant resolution of certification (see reference under the Collateral Requirements).

**A sample of the proposed contract is attached.**

Agreed

*Comment:*

8. OVERDRAFT NOTIFICATION – In the event a check or checks shall be presented for payment where there are insufficient funds in City’s collective accounts, the successful institution agrees to promptly notify the City’s Finance Director or other signatory person, by telephone or other means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition. All privileges shall apply without penalty or fee.

Agreed

*Comment:*

9. RESEARCH – The City expects that all research requests are responded to within three (3) business days of the request.

Agreed

*Comment:*

10. BANK ERRORS – Bank errors resulting in lost interest, charges, or incorrect service fees to the City must be reimbursed by the bank to the City, utilizing a mutually agreed upon method of reimbursement.

Agreed

*Comment:*

11. AUDIT CONFIRMATIONS – Successful institution must provide account balance audit confirmations to the City’s audit firm annually at no charge.

Agreed

*Comment:*

12. ONE RELATIONSHIP OFFICER – The City requests **one** relationship manager to coordinate the successful institution’s efforts and remain directly responsible for facilitating all City/Institution interaction.

<b>Description</b>	<b>Name</b>	<b>Title</b>	<b>Phone</b>
Relationship Officer			
<b>Address</b>		<b>Email Address</b>	

## COLLATERAL REQUIREMENTS

The institution shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Government Code, and the City's Investment Policy.

1. COLLATERAL AMOUNT – The maximum ledger balances could exceed \$70,000,000 each in the aggregate for primary and secondary depositories. Historically, the average balances are not less than \$30,000,000 each. Applicant must clearly explain any collateral limitations or fees. The City reserves the right to maximize or minimize bank balances regardless of historical patterns. The institution must monitor the collateral adequacy daily and provide additional collateral to secure balances as required.

Yes, can provide as expected.      No, cannot provide as expected.

*Comment:*

2. COLLATERAL CUSTODY – The pledged securities shall be held at an independent custodian acceptable to both the City and the institution.

Please provide the name of the proposed independent custodian as well as any related fees.

**Name of Proposed Custodian:**

Yes, can provide as expected.      No, cannot provide as expected.

*Comment:*

3. LETTERS OF CREDIT or PLEDGED SECURITIES – How will your institution collateralize the City's deposits:

\_\_\_ Letters of Credit

\_\_\_ IntraFi Structure (or similar FDIC spreading program)

\_\_\_ Pledged Securities

**If Pledging Securities please respond to the following:**

4. COLLATERAL LEVEL – The typical monthly maximum balance shall determine the total collateral level to be maintained each month in accordance with the City's Investment Policy. This level may be adjusted monthly for seasonality based on historical patterns, but the City also requires daily monitoring of the City's balances to insure adequate collateral levels. If current collateral levels will be exceeded, the City will notify the bank the day before so that adequate collateral can be added.

Yes, can provide as expected.      No, cannot provide as expected.

*Comment:*

- 5. COLLATERAL SUBSTITUTION – The City prefers that any substitutions of the pledged securities in the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory. How does your institution handle substitutions?

Substitutions will only be done with prior written authorization from the City

Substitutions will be done without prior written approval, but always for securities of equal or greater quality and with a market value greater than or equal to the securities being replaced. The City, at its sole discretion, has the right to request a different security if the substituted security is unacceptable.

*Comment:*

- 6. COLLATERAL REDUCTIONS – The City strongly prefers that any reduction of the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory. How does your institution handle collateral reductions?

Reductions will only be done with prior written authorization from the City

Reductions MAY be done without prior written approval.

If the second option is the one your institution uses, will your bank agree to maintain a minimum threshold of collateral that will not be lowered without prior approval from the City?

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

- 7. COLLATERAL REPORT – The institution **and** the custodian shall provide (by email) the City a monthly pledged securities report or additional reports at any time requested by the City. The report must describe the total pledged securities by:

- Name
- Type / Description
- CUSIP
- Par Value
- Current Face Value
- Maturity Date

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

- 8. ONLINE REPORTING - Is daily online access to the City’s collateral account available through the third-party custodian?

Yes, can provide as requested.

No, cannot provide as requested.

*Comment:*

9. BOARD RESOLUTION – The Board of Directors or designated committee of the institution will be required to provide a FIRREA compliant resolution. The following is an excerpt of the FIRREA requirement from the FDIC Code:

AGREEMENTS AGAINST INTERESTS OF CORPORATION.—

IN GENERAL.--No agreement which tends to diminish or defeat the interest of the Corporation in any asset acquired by it under this section or section 11, either as security for a loan or by purchase or as receiver of any insured depository institution, shall be valid against the Corporation unless such agreement—

(A) is in writing,

(B) was executed by the depository institution and any person claiming an adverse interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the depository institution,

(C) was approved by the board of directors of the depository institution or its loan committee, which approval shall be reflected in the minutes of said board or committee, and

(D) has been, continuously, from the time of its execution, an official record of the depository institution.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

## REQUIRED DISCLOSURES

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As defined in Section 105.015 (c), each applicant shall comply with the conflict-of-interest provision of Section 131.903 of the Texas Local Government Code in regard to the selection of the depositories:

Sec. 131.903. CONFLICT OF INTEREST.

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

*In addition, the following disclosures apply:*

**Disclosure of interest:** Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Manor, Texas must file a completed conflict of interest questionnaire which is available at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The conflict-of-interest questionnaire must be filed with the City of Manor, Texas no later than the seventh business day after the later of the date that the person or agent begins contract discussions or negotiations with the City or submits to the City an proposal, response to a request for proposal or bid, correspondence, or writing related to a potential agreement. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Texas Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

**Certificate of interested parties:** Section 2252.908 of the Texas Government Code applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies, with a few exceptions, to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity. The electronic filing application process can be started on the Texas Ethics Commission website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). **The City acknowledges that publicly traded business entities are exempt from this requirement.**

In compliance with Chapter 2252 Subchapter F, of the Texas Government Code, prohibiting government contracts with a company doing business with Iran, Sudan or a foreign terrorist organization, the City of Manor, Texas will not enter into a contract with a company reported on the LISTED COMPANIES per Section 2252.153.

Compliance with **Ordinance: 800**

## REQUIRED CERTIFICATIONS

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1. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract.
- (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
  - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.
- (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
- (1) Does not boycott Israel; and
  - (2) Will not boycott Israel during the term of the contract.

Agreed

*Comment:*

2. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2276.002 - Provision Required in Contract.
- (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
  - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.
- (b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
- (1) Does not boycott energy companies; and
  - (2) Will not boycott energy companies during the term of the contract.
- (c) Subsection (b) does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Agreed

*Comment:*

3. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract.

- (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
  - (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.
- (b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:
- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
  - (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- (c) Subsection (b) does not apply to a governmental entity that:
- (1) Contracts with a sole-source provider; or
  - (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

Agreed

*Comment:*

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PROPOSAL SUBMITTED BY

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This proposal is being submitted to the City by the following person, duly authorized to act on behalf of this applicant.

Name of Financial Institution

FDIC or NCUA Certificate #

Address of Financial Institution

Telephone #

Email Address

Officer Name & Title (printed)

Officer Signature \_\_\_\_\_

Signature indicates respondent accepts the specifications, terms and conditions of this RFP and that applicant is not delinquent on any payment due the City or involved in any lawsuit against the City.

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

[THE FOLLOWING IS NOT BINDING AND SUBJECT TO NEGOTIATION]

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SAMPLE DEPOSITORY SERVICES CONTRACT

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**THIS DEPOSITORY SERVICES CONTRACT**, hereinafter called the “Contract”, is made and entered into on the date last herein written by and between the City of Manor, Texas, hereinafter called the “City”, and \_\_\_\_\_ a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the “Bank”, and provides as follows:

1. **Designation of Depository.** The City, through action of the City Council, on February 4, 2026, hereby designates the Bank as a primary depository bank for the period beginning March 2, 2026, and continuing through February 29, 2028, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General.** All services rendered to the City by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the City pursuant to the Bank’s standard operations, policies, and procedures.

3. **Scope of Services.** The Bank agrees to provide those services as described in the City’s Request for Proposal for Depository Bank Services released on October 17, 2025, hereinafter referred to as the “RFP”. The RFP and the Bank’s response to the RFP, hereinafter referred to as the “Proposal”, are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the City. The Bank agrees to provide additional services as requested from time to time by the City and mutually agreed upon by the Bank.

4. **City Representatives.** During the term of this Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

5. **Collateral Custodian.** The City and the Bank, by execution of this Contract, hereby designate \_\_\_\_\_ as custodian, hereinafter called the “Collateral custodian”, to hold in trust, according to the terms and conditions of this Contract, the collateral described and pledged by the Bank in accordance with the provisions of this Contract.

6. **Custodial Fees.** Any and all fees associated with the Collateral custodian’s holding of collateral for the benefit of the City shall be paid by the Bank, and the City will have no liability therefore.

7. **Entire Agreement.** The entire agreement between Bank and City shall consist of this Contract, the City’s RFP (except to the extent Bank took specific exceptions in the Bank’s Proposal), the Bank’s Proposal, the Collateral Agreement with the Collateral custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and

provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization.** All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Bank's Proposal. The City agrees to promptly provide to the Bank any changes to its Investment Policy. The Depositor agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per the City's Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. The Bank shall monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the City deposited with the Bank. The Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the City remain with the Bank. The Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of the Custodian shall have a market value in excess of the required balances, the City may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral is deposited with the Custodian and is less than the total sum of the City's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the City.

If surety bonds or letters of credit are utilized, the City shall agree as to the issuer and form of contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per the City's Investment Policy.

9. **Pledge Receipts.** The Custodian shall promptly forward to the City copies of pledge receipts covering all such collateral held for the City, including substitute collateral as provided for herein.

10. **Default.** Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the City, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the City, to surrender the above-described collateral to the City, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

The City may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Seized Collateral.** Any sale of such seized collateral, or any part thereof, made by the City hereunder may be either at public or private sale, provided however, it shall give both the Custodian and the Bank two (2) hours' prior written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The City and the Bank shall have the right to bid at such sale.

12. **Release of Collateral.** When the relationship of the City and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the City, it shall be the duty of the City to give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the City, redeliver to the Bank all collateral then in its possession belonging to Bank. An order in writing to the Custodian by the City and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

13. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. **Compensation.** The City and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Proposal accepted by the City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration.** The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** This Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute.** The individuals executing this Contract and other agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue.** This Contract shall be governed by the laws of the United States, State of Texas, and Manor city ordinances. Travis County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract.

(a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

20. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2276.002 - Provision Required in Contract.

(a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

21. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
- (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

22. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

**City:** City of Manor  
 Attn: City Manager & Finance  
 Director  
 105 E. Eggleston St.  
 Manor, Texas 78653

**Bank:**

Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Changes to notice information may be made by either party with written notification to the other party.

23. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment.** The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and the Texas Local Government Code.

25. **Continuation.** Unless this contract is terminated sooner, the Bank’s designation as the primary City Depository will remain continuously in effect through February 29, 2028, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY

BANK

By:

By:

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

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

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

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

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

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

ATTEST:

ATTEST

By:

By:

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

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

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

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

## COMPLETE PROPOSAL CHECKLIST

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**(Please provide in the order listed)**

- Executive Summary / Coversheet
- One (1) original and Two (2) copies bound proposals.
- Completed RFP in PDF format delivered via USB.
- Completed Fee Schedule returned in Excel format on the same package.

COMMENTS:

- PRO-FORMA ACCOUNT ANALYSIS – A pro-forma account analysis statement using your format and service descriptions that reflect your proposed fees based on the volumes provided in this RFP and indicate any capability to provide the information electronically.

COMMENTS:

- SAMPLE COLLATERAL AGREEMENT – As required by Bank/Custodian named in the RFP.

COMMENTS:

- SAMPLE SAFEKEEPING AGREEMENT – As required by Safekeeping Agent.

COMMENTS:

- SAMPLE SAFEKEEPING REPORT OF CITY-OWNED SECURITIES – Sample safekeeping report of the City-owned securities that the City will receive monthly. COMMENTS:

- SECURITIES SAFEKEEPING FEES – Schedule of Securities Safekeeping Fees.

COMMENTS:

- REFERENCES – List of at least three (3) comparable references and current Texas public funds clients, with total number of collateralized Texas public fund clients.

COMMENTS:

SAMPLE FIRREA COMPLIANT DOCUMENT – A sample copy of the document that clearly shows that the institution’s Board or designated committee has accepted the Depository Contract and authorized the pledge of collateral, with a permanent record of this action to be maintained in the minutes of the institution.

COMMENTS:

COMPLETED AND SIGNED DISCLOSURES – As required and applicable within the RFP.

COMMENTS:

COMPLETED AND SIGNED PROPOSAL SUBMITTED BY FORM – Please include the signed form in the PDF file as well.

COMMENTS:

EXCEPTIONS TO RFP REQUIREMENTS – Please provide a summary of any exceptions your institution has noted regarding the requirements as contained in this RFP.

COMMENTS:

APPLICANT’S INITIALS: \_\_\_\_\_



## BANKING DEPOSITORY SERVICES - PRIMARY

Item 2.

REQUEST FOR PROPOSALS #2025-49

SUBMITTAL DEADLINE 12/12/25 2PM

### TABULATION

EVALUATION CRITERIA AND POINTS	NAME OF BANK	NAME OF BANK	NAME OF BANK	NAME OF BANK	NAME OF BANK	NAME OF BANK
	SouthState Bank	Frontier Bank	Frost Bank			
<b>1 Institute Strength and Stability 30%</b> Bank financial health rating, federal reserve evaluation, credit rating, and stability trends.	30.00%	30.00%	30.00%			
<b>2 Qualifications of Staff 30%</b>  Experience and expertise of staff assigned to the the City, including work-related experience, education, certification, tenure with the bank.	30.00%	30.00%	30.00%			
<b>3 Evaluation of services provided 20%</b> The proposal should include the ability to perform the required and requested services, quality of services, interest rates offered, collateralization, and convenience of location.	19.00%	16.00%	18.00%			
<b>4 Proposed Cost 15%</b>  Fee cost offered to City for accounts handling	15.00%	15.00%	0.00%			
<b>5 References 5%</b> Consideration of references and recommendations from past clients.	5.00%	5.00%	5.00%			
<b>TOTAL</b>	<b>99.00%</b>	<b>96.00%</b>	<b>83.00%</b>			

Reviewed Date: \_ 1/6/2026

Reviewed By: Belen Pena

Reviewed By: Gracie Montano

Staff Recommendation: SotuthState Bank

AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** February 19, 2026  
**PREPARED BY:** Belen Peña, Director  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Secondary Bank Depository Services Agreement with Frontier Bank and the City of Manor.

**BACKGROUND/SUMMARY:**

City staff advertised for Requests for Proposals for Primary and Secondary Bank Depository Services. The City of Manor received proposals from three (3) banks. Frontier Bank submitted its proposal for the primary and secondary depository bank. Frontier Bank was selected as the Secondary Bank Depository.

The current depository agreement expires on March 31, 2026. Staff recommend approval to enter into agreement with Frontier Bank for a period of two (2) years with a starting date of April 1, 2026, and an expiration date of March 31, 2028, with the option for three (3) one-year extensions under the same terms and conditions.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Secondary Depository Services Agreement
- Request for Proposals RFP 2025-49
- Tabulation

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the secondary bank depository services agreement with Frontier Bank and the City of Manor.

## BANK DEPOSITORY SERVICES AGREEMENT

This Secondary Bank Depository Services Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of February, 2026 by and between the City of Manor, Texas, a municipal corporation (hereinafter referred to as "Depositor") and Frontier Bank, a State chartered bank and licensed to conduct business in State of Texas (hereinafter referred to as "Bank"). The Depositor and Bank are sometimes referred to herein as the "Parties."

### RECITALS:

WHEREAS, Depositor, by statute and charter, is authorized to enter into agreements necessary or incidental to its duties and powers; and

WHEREAS, Depositor and Bank previously entered into that certain Bank Depository Services Agreement (the "Original Agreement") dated January 17, 2019 for Depositor to serve as the depository for Depositor's general fund accounts which expires on March 31, 2026; and

WHEREAS, the Parties desire for Bank to continue to provide banking services under the same or similar terms and conditions as the Original Agreement for another extension period as described herein; and

WHEREAS, Depositor hereby designates the Bank as its Secondary depository for banking services commencing April 1, 2026, through March 31, 2028.

### AGREEMENT:

NOW THEREFORE, in consideration of payments hereinafter stipulated, the parties do hereby agree as follows:

1. **Recitals Incorporated.** The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.
2. **General.** All services rendered to Depositor by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instruction of Depositor pursuant to Bank's standard operations, policies, and procedures. Depositor agrees to remain in full compliance with the terms and conditions of all executed Banking Agreements and the scope of services outlined in the Secondary Depositor's Bank Services RFP during the term of this Agreement and any extensions thereof.
3. **Scope of Services.** Bank agrees to provide those services as described in Bank's Response to Secondary Depositor's Bank Services RFP incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank in compliance with all applicable laws and regulations and, when applicable, subject to the approval of Depositor.

In addition, Depositor and Bank agree to the following terms:

- (a) Account depository account rates will be based on the Fed Funds Target Rate, index source below:  
<https://fred.stlouisfed.org/series/DFEDTARU>; and
  - (b) Any new TM Products and Services will be priced at the prevailing Bank price schedule at the time of request.
4. **Term**. The term of this Agreement shall begin April 1, 2026 and expire on March 31, 2028 with option to extend for up to three (3) additional one (1) year periods, including all addenda, schedules, and exhibits provided in the RFP and subject to the same provisions and pricing as RFP.
  5. **Continued Performance of Services**. Bank agrees to continue performing the services as designated herein and the RFP.
  6. **Depositor Representatives**. Depositor will designate in writing the individual or individuals who are authorized to act on behalf of Depositor with respect to all matters arising under this Agreement, including without limitation issuing instructions, making withdrawals or transfers, and ordering payments. Bank shall exercise reasonable care in accordance with prevailing commercial banking standards when reviewing and acting upon any written or other instruction, direction, order, or communication. Bank may rely upon any such instruction believed in good faith to be genuine and to have been given by the properly designated representative, provided that Bank has exercised such reasonable care in verifying the authenticity and authority of the instruction as required by commercial banking standards. Bank may decline to implement any such instruction, direction or order, even if validly given, when in receipt of conflicting instructions, directions or orders from designated representatives. Bank shall not incur liability, for any action taken or omitted in reliance upon any such instruction, direction, order or other communication, except for its failure to exercise reasonable care in accordance with commercial banking standards, bad faith, gross negligence or willful misconduct.
  7. **Termination Provisions Upon Default**. If either Party shall fail in any manner to discharge performance related obligations or any material obligation under this Agreement, the non-breaching Party may, upon providing the breaching Party with sixty (60) days prior written notice and opportunity to cure, terminate this Agreement effective on that date (the "Termination Date"). Any unreasonable delays in the deposit of funds owing to Depositor shall constitute a material breach of contract and the basis for termination by Depositor. If Depositor shall terminate this Agreement for breach of contract by Bank, no fees of any type, other than fees due and payable at the time of termination for services performed, shall thereafter be paid to Bank.
  8. **Compensation**. Depositor agrees to pay and Bank agrees to accept as full and sufficient compensation for the performance of all duties and services, as set forth herein, the

Bank's fees and costs for services stated in Bank's response to Secondary Depositor's Bank Services RFP. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services designated in the Bank's Response to Secondary Depositor's Bank Services RFP, including services, materials, training, equipment, travel, overhead, and expenses.

9. **Entire Agreement.** The entire agreement between Depositor and Bank shall consist of this Agreement, Bank's standard account agreements, including Signature Card and applicable Disclosures, Secondary Depositor's Bank Services RFP (incorporated by reference), Bank's Response to Secondary Depositor's Bank Services RFP and the Collateral Security Agreement listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. This Agreement may not be amended except by written agreement approved by the City Council of the City of Manor, Texas that is signed by all Parties and dated subsequent to the date hereof.
10. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, notices to Depositor and Bank shall be sent to the addresses set forth below:

Bank: Frontier Bank Of Texas  
1213 Hwy 290  
Elgin, TX 78621  
Attn: Sean Donnelly, Senior Vice-President

Depositor: City of Manor  
Attn: City Manager  
105 E. Eggleston Street  
Manor, TX 78653

With a copy to: The Knight Law Firm, LLP  
Attn: Paige H. Saenz/Veronica Rivera  
223 W. Anderson Lane, Suite A105  
Austin, Texas 78752

Changes to the notice address may be made by either party upon written notice to the other party.

11. **Effective Date.** The Effective Date of this Agreement is April 1, 2026.
12. **Indemnification.** Bank hereby expressly agrees to indemnify Depositor, its officials and employees and its agents and agents' employees, from and against all third-party claims, suits, demands, and causes of action (collectively, "Claims"), and resulting costs, loss, damage and liability of every kind and nature, including reasonable

attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses), to the extent that such Claims are based upon or result from any act of gross negligence, willful misconduct, error or omission of Bank in connection with the performance of services under this Agreement. Bank's obligations pursuant to this section with respect to a Claim are subject to the continuing satisfaction of the following conditions: (a) each relevant indemnified party shall promptly advise Bank in writing that its right of indemnification set forth in this section applies or may apply to the Claim; and (b) the party seeking indemnification shall (i) permit Bank, at Bank's sole option and expense, to control the response to such Claim and the defense thereof; (ii) reasonably cooperate with and assist Bank in connection with the defense and/or settlement of such Claim; and (iii) not settle, compromise or otherwise prejudice the defense of such Claim without the prior written agreement of Bank, which may be granted or withheld in Bank's sole discretion. Bank shall have the right to settle or compromise any such Claim for which it has assumed control, provided, however, that Bank shall not cause Depositor to be bound by any equitable or non-monetary remedy without the prior written consent of Depositor, which consent shall be at Depositor's sole discretion. This provision shall survive termination and/or completion of this Agreement.

13. **No Partnership or Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.
14. **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by the Parties and the third party. Absent a written agreement between the Parties and a third party providing otherwise, if a Party defaults with respect to an obligation of that Party under this Agreement, any notice of default or action seeking a remedy for such default must be made by the non-defaulting Party.
15. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.
16. **Severability.** Any clause, sentence, provision, paragraph, or section of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or section so held to be invalid, illegal, or ineffective.
17. **Limitation of Liability.** Neither Party will be liable to the other for any indirect, special, incidental, punitive or consequential damages, including lost profits, income or goodwill, regardless of whether or not such Party has been advised of the possibility of such damages, caused by or resulting from any breach of this Agreement or arising out of the performance of this Agreement.

18. **Verifications of Statutory Representations and Covenants.** Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) **Not a Sanctioned Company.** Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) **No Boycott of Israel.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) **No Discrimination Against Firearm Entities.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) **No Boycott of Energy Companies.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

19. **Entity Status.** By my signature below, I certify that Bank is a State chartered bank, duly licensed and authorized to transact and do business in the State of Texas.

20. **Acknowledgement.** As a duly authorized representative of Bank, I acknowledge by my signature below that I have read and understand the above paragraphs and that Bank

has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

This Agreement is executed as of the Effective Date provided herein.

*[signature pages follow]*

Draft

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR, TEXAS,  
a municipal corporation

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

Draft

FRONTIER BANK OF TEXAS,  
a State chartered bank

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Draft



**SOLICITATION OVERVIEW**

**The City of Manor, Texas, is soliciting proposals for:**

**TITLE:** Primary & Secondary Depository Services RFP# 2025-49

**ISSUE DATE:** October 17, 2025

**DUE DATE:** Friday, December 12, 2025, 2:00 P.M.

**DELIVERY TO:** City of Manor  
Belen Peña, Finance Director  
105 E. Eggleston St.  
Manor, Texas, 78653

**The City prepared this RFP and will evaluate the proposals received. All times referenced are Central Time.**

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## CALENDAR OF EVENTS

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Friday, October 17, 2025	RFP available to prospective financial institutions. First Publishing in local newspaper and City website.
Friday, October 24, 2025	Second Publishing in the local newspaper and City website.
Friday, October 31, 2025	Deadline for Questions/Requests for Additional Information (4:00 P.M.) via email to: <a href="mailto:bpena@manortx.gov">bpena@manortx.gov</a>
Friday, November 7, 2025	Deadline for City Responses to Questions (4:00 P.M.), Addendum to be posted on the City website
<i>Friday, December 12, 2025</i>	<i>Responses due to Finance Department by 2:00 P.M.</i>
Week of January 5, 2026	Bank Presentation/Demonstrations (if necessary)
Wednesday, February 4, 2026	Anticipated City Council consideration of award (7:00 P.M.)
Monday, March 2, 2026	New Depository Services Contract period begins

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## INTRODUCTION

The City of Manor, Texas (the “City”) is requesting proposals from qualified financial institutions to provide the City with primary and secondary depository services. The award of the depository services contract is scheduled for consideration by the City Council at the Manor Executive Chambers, located at 105 E. Eggleston St., Manor, Texas, 78653, at its meeting to be held on Wednesday, February 4, 2026.

The City desires to enter into a depository services contracts of mutual party benefit and reserves the right to contact and negotiate with all applicants regarding their proposals prior to award, to clarify, verify, or request information regarding any proposal. The City Council will award the depository services contract(s) to the applicant(s) whose proposals provide the most advantageous terms for the City, based on compliance with the RFP requirements and the City’s needs. The City may request presentations and/or demonstrations from any one or all applicants, and reserves the right to waive any formality or irregularity (with the exception of the due date and time), to make awards to more than one applicant, or to reject any or all proposals. Banks are required to submit separate proposals for primary and secondary depository services.

Delivery Instructions:

**Proposals will be accepted until 2:00 P.M. on December 12, 2025:**

*Required delivery method: Physical delivery of printed and electronic Proposals for each Primary and Secondary Depository Services to:*

City of Manor  
Belen Peña, Finance Director  
105 E. Eggleston St.  
Manor, Texas 78653

**Governing Statutes:**

Chapter 105, Texas Local Government Code  
Chapter 2256, Texas Government Code, “Public Funds Investment Act” as amended  
Chapter 2257, Texas Government Code, “Public Funds Collateral Act” as amended.  
City of Manor adopted Investment Policy.  
Chapter 131, Sub-chapter Z, Sec. 131.903, Conflict of Interest, Texas Local Government Code, “Finances”.

**Eligibility to Apply:**

To be eligible to respond to this RFP, the financial institution must have a full service “**brick & mortar**” presence in Travis or Bastrop Counties.

**Term of Contract:**

The term of the depository services contracts will be for a maximum of five (5) years; further delineated as an initial term of two (2) years with options to extend for up to three (3) additional one (1) year periods under the same terms and conditions. The agreement will also provide for a transition period at the end of the contract, not to exceed ninety (90) days, for migration to a new bank at the end of the term. The terms are subject to earlier termination by the City’s governing body.

Proposal Requirements:

One (1) original, two (2) copies, and one electronic (CD, flashdrive, etc) version of all submission materials shall be provided for each primary and secondary depository proposal. The Bank Service Fee Schedule should be in Excel format.

Authorized City Contact:

All inquiries and or questions should be in writing, directed to Belen Peña, Finance Director, at [bpena@manortx.gov](mailto:bpena@manortx.gov)

Pursuant to Chapter 105 of the Texas Local Government Code, this RFP is intended to serve as the proposal submission form. There are multiple blanks to fill in and questions to be answered. The evaluation of all proposals received will be based on the responses included herein.

Exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by the applicant, if any, clearly stated and inserted in the appropriate place in the proposal submission.

Each of these exceptions, conditions, or qualifications to the City's specifications may be included, as appropriate, in the awarded depository services contract documents. Items and matters not explicitly notated in this manner shall be deemed to be in conformance with the City's specifications.

The services and fees represented in the RFP submission response from the awarded financial institution(s) shall overrule any and all previous service or other contracts between the City and the financial institution(s), as they relate to the accounts and services included herein. The City will not be obligated by any charges and fees not clearly and accurately presented in the RFP submission from the awarded financial institution(s). Services initiated after consummation of the depository services contract shall carry charges and fees mutually agreed to, in writing, by the City and the awarded financial institution(s). Regardless of time delay, the awarded financial institution(s) shall refund or credit the City for any erroneous charges and fees not agreed to in writing.

## ACCOUNT ACTIVITIES

### TRANSACTIONS BY ACCOUNT

The City of Manor current account structure and activity are reflected in the following table:

### City of Manor

#### BANK ACCOUNTS - PRIMARY DEPOSITORY

Based on July 2025 Transactions

Account	Beginning Balance	CREDITS		DEBITS		Ending Balance
		Number	Amount	Number	Amount	
General Fund	47,729,647.45	232	2,265,406.32	312	3,761,166.10	46,233,887.67
P.D. Escrow	7,639.16	1	28.25	0	0.00	7,667.41
<b>Totals</b>	<b>47,737,286.61</b>	<b>233</b>	<b>2,265,434.57</b>	<b>312</b>	<b>3,761,166.10</b>	<b>46,241,555.08</b>

### City of Manor

#### BANK ACCOUNTS - SECONDARY DEPOSITORY

Based on July 2025 Transactions

Account	Beginning Balance	CREDITS		DEBITS		Ending Balance
		Number	Amount	Number	Amount	
Reserve Account	6,568,323.83	1	13,946.44	0	0.00	6,582,270.27
Community Impact (WW CIF)	8,788,397.19	6	84,323.03	0	0.00	8,872,720.22
Capital Impact (Water CIF)	4,401,558.53	5	35,687.88	0	0.00	4,437,246.41
H.O.T. Funds	677,124.35	4	46,584.84	0	0.00	723,709.19
Rosehill P.I.D.	869,431.44	5	2,171.27	1	5,520.40	866,082.31
Manor Heights T.I.RZ.	118,142.41	1	250.85	0	0.00	118,393.26
Lagos P.I.D.	2,475,042.12	1	5,245.80	1	5,504.24	2,474,783.68
Entrada Glen P.I.D.	6,715.24	0	0.00	0	0.00	6,715.24
2021 Bond	242.40	0	0.00	0	0.00	242.40
2022 Tax Note Bond	10,061,962.69	1	20,675.27	0	0.00	10,082,637.96
2023 CO Capital Projects	25,118,543.59	1	74,667.45	0	0.00	25,193,211.04
2024 CO Bond	3,444,629.29	1	7,313.94	0	0.00	3,451,943.23
2025 Tax Note Bond	0.00	0	0.00	0	0.00	0.00
<b>Totals</b>	<b>62,530,113.08</b>	<b>26</b>	<b>290,866.77</b>	<b>2</b>	<b>11,024.64</b>	<b>62,809,955.21</b>

Payroll is paid through the General Fund and consists of:

- 156 positions
- \$700,000 approximately monthly payroll
- Transmittal to bank is on Tuesday, payday on Wednesday. Biweekly payroll.
- 100% of employees are direct deposit.

**Utility Billing** – The City receives utility payments via City Hall cashiers, drive through window, online through the City’s website, a night drop box, and periodic ACH drafts from customers accounts.

- Number of utility accounts: 6,900
- Approximately 15% of utility bills are drafted from customer accounts via ACH. The remaining accounts are paid via cash, check, or online through the City's website.
- ACH draft file size: \$150,000, drafted once a month.

**CITY OF MANOR, TEXAS**  
**FEE SCHEDULE**  
**RFP 2025-49**  
 PRIMARY DEPOSITORY BANK

RESPONDING BANK: \_\_\_\_\_

Service Category	Service Description	Unit of Measure	Estimated Monthly	Proposed Unit Price	Estimated Monthly Cost
<b>Account Services</b>					
Monthly Account Analysis	Monthly fee, if any	monthly fee	12		
Monthly Maintenance Charge	Monthly fee, if any	monthly fee	12		
Change Order Processing Fee	Monthly fee, if any	monthly fee	12		
Branch Deposits-Cash	Deposit	per deposit	25		
Branch Deposits-Checks	Deposit	per deposit	25		
Checks Paid at Branch	Fee for check paid	per item	5		
Deposited Checks-On Us	Checks deposited	per deposit	25		
Deposited Checks-Transit	Checks deposited	per deposit	25		
Returned Deposited Item	Fee for returned checks	per item	3		
Sweep Account Maintenance	Monthly, if any	monthly fee	1		
Online Stop Payment	Fee for stop payment	per item	1		
Audit Confirmations	Annual, if any	per item	1 annual		
Research Fees	Hourly rate for account research	per hour	1		
<b>Wire Services</b>					
Domestic Incoming Wires	Fee for transfer in	per item	1		
Online-Domestic Outgoing Wires	fee for transfer out	per item	1		
<b>ACH Origination Services</b>					
ACH Monthly Maintenance Fee	Monthly fee for service	monthly fee	1		
ACH Per Item Originated-Debit	Cost per item	per item	10		
ACH Per Item Originated-Credit	Cost per item	per item	10		
ACH Files	Cost per item	per item	10		
ACH Return Item	Cost per item	per item	3		
ACH Delete per item	Cost per item	per item	1		
ACH NOC per item	Cost per item	per item	1		
NACHA files import	Cost per file	per file	15		
<b>Information Reporting</b>					
Statement and Reports	Cost for statement, if any	per statement	2		
Previous Day Balance Report	Monthly fee for daily balance	monthly fee	20		
Online Banking/Reporting	Access to online banking platform	monthly fee	20		
Account Maintenance Fee	Monthly fee for account upkeep	monthly fee	2		
<b>Additional Services</b>					
Remote Deposit Capture	Monthly fee for scanner and service	monthly fee	25		
Courier Service	Fees for armored car transport	per stop	1		
Lockbox Services	Processing of accounts receivable payments	per item	1		
Online Bill Pay	Fees for online bill payment services	monthly fee	1		
Blank Check Stock	Supplies	per box	1		
Deposit Bags	Supplies	per bag	1		
<b>Fraud Protection Services</b>					
Positive Pay Monthly Maintenance	Monthly fee for service	monthly fee	1		
Check Pos Pay / Exception Item	Cost per item	per item	10		
Check Pos Pay / Exception Item Return	Cost per item	per item	2		
ACH Pos Pay / Exception Item	Cost per item	per item	10		
ACH Pos Pay / Exception Item Return	Cost per item	per item	2		
<b>TOTAL</b>					\$ -

**CITY OF MANOR, TEXAS  
FEE SCHEDULE  
RFP 2025-49  
SECONDARY DEPOSITORY BANK**

RESPONDING BANK: \_\_\_\_\_

Service Category	Service Description	Unit of Measure	Estimated Monthly	Proposed Unit Price	Estimated Monthly Cost	
<b>Account Services</b>						
Monthly Account Analysis	Monthly fee, if any	monthly fee	12			
Monthly Maintenance Charge	Monthly fee, if any	monthly fee	12			
Change Order Processing Fee	Monthly fee, if any	monthly fee	12			
Branch Deposits-Cash	Deposit	per deposit	2			
Branch Deposits-Checks	Deposit	per deposit	25			
Checks Paid at Branch	Fee for check paid	per item	1			
Deposited Checks-On Us	Checks deposited	per deposit	25			
Deposited Checks-Transit	Checks deposited	per deposit	25			
Returned Deposited Item	Fee for returned checks	per item	1			
Sweep Account Maintenance	Monthly, if any	monthly fee	1			
Online Stop Payment	Fee for stop payment	per item	1			
Audit Confirmations	Annual, if any	per item	1 annual			
Research Fees	Hourly rate for account research	per hour	1			
<b>Wire Services</b>						
Domestic Incoming Wires	Fee for transfer in	per item	1			
Online-Domestic Outgoing Wires	fee for transfer out	per item	1			
<b>ACH Origination Services</b>						
ACH Monthly Maintenance Fee	Monthly fee for service	monthly fee	1			
ACH Per Item Originated-Debit	Cost per item	per item	10			
ACH Per Item Originated-Credit	Cost per item	per item	10			
ACH Files	Cost per item	per item	10			
ACH Return Item	Cost per item	per item	1			
ACH Delete per item	Cost per item	per item	1			
ACH NOC per item	Cost per item	per item	1			
NACHA files import	Cost per file	per file	1			
<b>Information Reporting</b>						
Statement and Reports	Cost for statement, if any	per statement	13			
Previous Day Balance Report	Monthly fee for daily balance	monthly fee	20			
Online Banking/Reporting	Access to online banking platform	monthly fee	20			
Account Maintenance Fee	Monthly fee for account upkeep	monthly fee	13			
<b>Additional Services</b>						
Remote Deposit Capture	Monthly fee for scanner and service	monthly fee	5			
Courier Service	Fees for armored car transport	per stop	1			
Lockbox Services	Processing of accounts receivable payments	per item	1			
Online Bill Pay	Fees for online bill payment services	monthly fee	1			
Blank Check Stock	Supplies	per box	1			
Deposit Bags	Supplies	per bag	1			
<b>Fraud Protection Services</b>						
Positive Pay Monthly Maintenance	Monthly fee for service	monthly fee	1			
Check Pos Pay / Exception Item	Cost per item	per item	10			
Check Pos Pay / Exception Item Ret	Cost per item	per item	2			
ACH Pos Pay / Exception Item	Cost per item	per item	10			
ACH Pos Pay / Exception Item Retu	Cost per item	per item	2			
<b>TOTAL</b>					\$	-

## EVALUATION PROCESS AND CRITERIA

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The City will carefully review the submitted proposals. The following criteria will be part of the analysis:

1. Ability of applicant to perform and provide the required and requested services;
2. References provided, quality of services, community involvement in Manor;
3. Cost of services;
4. Transition cost, retention and transition offers, and incentives;
5. Interest rates on interest-bearing accounts and deposits;
6. Earnings credit rate on compensating balances;
7. Previous service relationship with the City; no fee, unlimited overdraft privileges
8. Convenience of location(s); Future Relocation; online access to full image statements and transactions
9. Completeness of proposal(s);
10. Financial strength and stability of the institution(s);
11. Institution(s) Community/ City involvement

**Phase 1:** Evaluation of the services provided and the financial impact of each proposal on the City.

**Phase 2:** Favorable Proposals may be invited to provide additional information and demonstrate their banking services and platforms.

**Phase 3:** The references provided will be contacted for additional information regarding the bank's performance.

*The Final Recommendation will be based on the most advantageous overall package(s) as determined by the City.*

## EXPECTED BANK SERVICES

The following services must be provided as described or in an alternative form that results in essentially the same outcome or capability.

### ONLINE BANKING PORTAL

1. ONLINE REPORTING SERVICES – The City uses Tyler Technology, ERP Pro Solutions 9, and soon migrating to version X, expects online reporting that at a minimum includes:

- ledger balance,
- collected balance,
- one day float amount,
- total credits,
- total debits,
- detail debits and credits,
- Online transaction search capability and access to full image statements, and
- export capability to MS-Excel.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

2. WIRE TRANSFERS – The online banking system must offer wire transfer capability. Wires may be one-time or be set up as repetitive or varying amounts. Notification of incoming wire transfers shall be made via the online banking portal.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

*What is the deadline for originating domestic wire transfers: \_\_\_\_\_*

3. ACH – The City expects a robust ACH system to create ACH credits for direct deposit of payroll, and to direct debit customer accounts for utility billing charges. The City expects the effective date settlement versus the pre-funded settlement of ACH Files.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

*What is the ACH origination cut-off time: \_\_\_\_\_*

Next Day Settlement: \_\_\_\_\_

Same Day ACH: \_\_\_\_\_

4. ONLINE BANKING HISTORICAL INFORMATION RETENTION – How long is continuous historical information retained online and accessible by the users? We understand that the standard retention period for check images is 7 years. Please list your retention period for the items listed below:

- Account transaction history (standard) \_\_\_\_\_
- Account transaction history (for additional fee) \_\_\_\_\_
- All Account Statements \_\_\_\_\_

*Comment:*

5. ONLINE BANKING ADMINISTRATION/SELF-ADMINISTRATION – Once the service is in place, users are expected to be managed through self-administration. To confirm, can these services be completed online and without a request to the bank:

- Remote Deposit Capture access/functionality      Yes              No
- Positive Pay User Access                                      Yes              No
- ACH User functionality                                        Yes              No
- Wire User functionality                                        Yes              No
- Wire Limits    Yes              No
- Are there any other functions that require the bank to make the changes rather than the self-administrators?

*Comment:*

6. MOBILE APP FUNCTIONALITY/ACCESS – The City is interested in having access to perform certain online banking functions for the City via their smartphones. If your institution offers these services, what functions are available for use?

Balance Reporting and Transaction Detail

Initiate Wire Transfers

Release/Approve Wire Transfers

ACH – Release/Approve Batches

Positive Pay Exception Decisions

Mobile Deposits

Please list any additional functionality or clarifications in the comments

Our bank does not currently offer any banking services through a mobile app

*Comment:*

7. AUTHENTICATION FOR ACCESS – Please confirm the methods that are available with your bank for protecting the City against unauthorized access:

Secure Token

Secure Token app through cell phone

Secure Browser

Confirmation code sent via text message or email

Biometric authentication

*Comment:*

- 8. ALERT/MESSAGING SYSTEM – The City expects alerts sent via email and/or text messaging to alert the City of specific activity such as incoming wires, positive pay exceptions, etc.? How is the City charged for this service?

Messaging is provided at no cost \_\_\_\_

There is a fee for wire notification alerts of \$\_\_\_\_\_per notification.

Messaging is provided as a fee per message/per device fee of \_\_\_\_\_

*Comment:*

- 9. ELECTRONIC DATA INTERCHANGE – The City **expects** Electronic Data Interchange (“EDI”) service in order to see addenda information included with ACH deposits.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

- 10. PAID CHECK IMAGE OPTIONS – What options does your institution offer for providing copies of paid checks to the City?

Image of paid checks printed on statements

Image of paid checks printed on the online version of the statements

PDF File downloadable to the City each month

Online Image Inquiry/Search

*Comment:*

**COLLECTIONS**

- 1. REMOTE DEPOSIT CAPTURE – The City expects remote deposit capture services for electronically preparing and submitting deposits. The City is currently utilizing this service and uses one Digital Check-Smart Source scanner which was provided by the current depository. If needed, will your institution provide a scanner for the City to use?

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

2. RETURNED CHECK REPROCESSING & OVERDRAFT PRIVILEGES – The City **requires** deposited checks to be processed for collection at least **twice** before making non-paid check images available for download by the City within two business days of the final rejected presentment. The City **requires** same day notification of all returned items, and electronic delivery of the returned item image. The City and all departments require no-fee overdraft privileges for all accounts.

Yes, can provide as expected. No, cannot provide as expected.

*Comment:*

3. BRANCH DEPOSITORY SERVICE – The City currently uses branch depository service with daily delivery by a City staff. Can your branch handle daily cash deposits with a monthly total of deposits average \$250,000 per month?

- Which location would serve Manor? \_\_\_\_\_
- How far is this branch from our office? \_\_\_\_\_
- What are the branch hours? \_\_\_\_\_
- Can your branch handle our cash volume? Yes No
- Is post-verification of deposits an option for us? Yes No
- Is there a night drop available at this location? Yes No

*Comment:*

**FRAUD PROTECTION SERVICES**

1. POSITIVE PAY – The City expects positive pay. Minimum payment verification criteria shall be date, check number, and amount. The City may approve and make pay/no pay decisions on any exception items.

Yes, can provide as expected. No, cannot provide as expected.

*Comment:*

2. PAYEE VALIDATION – The City expects payee validation with the positive Pay Service. Does your bank offer payee validation?

Yes, can provide as expected. No, cannot provide as expected.

*Comment:*

3. ACCOUNT RECONCILIATION SERVICE REQUIREMENT? – Does your bank require the City to have either partial or full account reconciliation service in order to have positive pay?

Yes, it is required. No, it is not required.

*Comment:*

4. AUTOMATIC STALE DATING OF CHECKS – The City prefers the option of checks automatically becoming stale dated after a set period of time, based on the issue date in the Positive Pay system. Does your institution offer this feature, and if so, how does the institution handle items presented after they are stale?

Yes, stale dating is offered.

No, stale dating is not offered as described.

*Comment:*

5. POST NO CHECKS – The City expects the fraud protection feature or service that prevents checks being presented for payment to be posted to the accounts from which checks are not issued.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

6. ACH POSITIVE PAY / ACH FRAUD FILTER – The City expects ACH positive pay/filter capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

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### MISCELLANEOUS

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1. EMPLOYEE CHECK CASHING – The City expects the institution to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the City, and without requiring the employee to open an account with the institution.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

2. ACCOUNT STATEMENTS – The City expects that statements be rendered within five (5) working days after the close of the calendar month. The monthly cutoff of statements must occur on the last calendar day of each month. The Bank will notify the City before inactive accounts are placed in dormant status for inactivity. The statement shall include debits and credits made on the last day of the period and the detailed items. Bank statements must be received monthly, even if there is no activity for the account. The City expects to have access to online bank statements with images for at least the previous twelve months of statements.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

- 3. ACCOUNT ANALYSIS – The City expects account analysis statements by individual account and at group level, reflecting average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost, delivered to the City on a monthly basis. **This requirement applies to “No Fee” or “Fee Waiver” proposals.**

Yes, can provide as expected.                      No, cannot provide as expected.

*Comment:*

- 4. PAYMENT FOR SERVICES and ACCOUNT SETTLEMENT – The City expects to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both. If deficient, settlement is to be made by direct debit to the City’s designated account.

Yes, can provide as expected.                      No, cannot provide as expected.

*Comment:*

- 5. BALANCE ASSESSMENT – State how the institution will treat any Balance Assessment or balance-based fee applicable to the City (i.e., Deposit Supervisory Fee, Premium Assessment Fee, etc.). Please indicate if the assessment will be for all depository balances or non-interest-bearing balances only. **(Also, please reflect treatment on the attached Fee Schedule)**

Fees apply to only non-interest-bearing balances.  
 Fees to be waived.  
 Fees to be partially waived.  
 Fee to be passed in full to the City.

*Comment:*

- 6. RESERVE REQUIREMENT FOR EARNINGS CREDIT CALCULATION – Applicant must indicate whether or not a reserve requirement on balances used in calculating earnings credit is required.

Yes  
 No  
 Reserve Requirement % \_\_\_\_\_

*Comment:*

- 7. RESERVE REQUIREMENT FOR INTEREST CALCULATIONS – Applicant must indicate whether or not a reserve requirement on balances used in calculating hard interest to be paid on balances.

Yes  
 No  
 Reserve Requirement % \_\_\_\_\_

*Comment:*

- 8. EARNINGS CREDIT RATE – The institution must state the current ECR, rate index (if applicable), and rate floor being proposed (if any):

ECR % \_\_\_\_\_  
 Rate Basis (i.e., is there an index or is it a bank determination?): \_\_\_\_\_  
 How often will the ECR adjust if not indexed? \_\_\_\_\_  
 Rate Floor: \_\_\_\_\_

*Comment:*

9. INTEREST RATE OPTION – Please state the current rate, rate index (if applicable), and floor being proposed (if any):

Interest Rate % \_\_\_\_\_  
 Rate Basis (i.e., is the rate indexed or bank determination?): \_\_\_\_\_  
 Rate tiers based on balance? \_\_\_\_\_  
 Rate Floor: \_\_\_\_\_  
**Type of Account:** (MMA, Interest Bearing Account, ICS, Investment Sweep Account): \_\_\_\_\_  
 Any Fees associated with the recommended investment option: \_\_\_\_\_

Are there any restrictions on the number of withdrawals per month for your bank’s recommended interest rate option?

Yes, withdrawals are limited to \_\_\_\_\_ withdrawals per month.  
 No, there are no restrictions on withdrawals.

*Comments/additional info if desired to clarify determination of interest rate:*

10. OPTION TO FORGO ECR? – If the interest rate offered by the bank is higher than the ECR, can the City forgo earnings credit and earn interest on all balances **and** pay the service fees on a monthly basis?

Yes  
 No

*Comment:*

11. Will interest earned on interest bearing accounts be charged as an expense on the account analysis?

Yes, interest will be charged as an expense on the account analysis statement.  
 No, interest will NOT be charged as an expense on the account analysis statement.

*Comment:*

## SAFEKEEPING OF CITY OWNED SECURITIES

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The Public Funds Investment Act in conjunction with the City's Investment Policy shall govern the City's investment activity and the successful applicant shall be expected to provide services within the constraints of both.

The City requests that the institution provide safekeeping services for the securities owned by the City, or offer an alternative option for safekeeping services.

The institution will act as securities clearing agent for all security purchases made by the City and for sales of securities from the investment portfolio, and will provide the necessary wire transfer and delivery services required to support investment activities. All securities will be handled on a Delivery Versus Payment (DVP) basis as they are cleared into and out of the City's account. Necessary controls will be negotiated with the institution. Confirmation of trades must be provided to the City within one (1) business day.

Security clearance and safekeeping services shall be governed by a "Safekeeping Agreement" or similar contract executed between the City and the Institution. All interest payments on securities held are to be posted on the due date or on the next business day in the event the due date falls on a weekend or bank holiday. The City must be notified within seven (7) days of a call date notice for any securities being called prior to maturity.

The City prefers a web-based safekeeping transaction monitoring and reporting mechanism. Please provide a schedule of securities safekeeping fees with the required Response Attachments.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

1. PROPOSAL PROGRAM INTERFACE (API) – Does your bank offer APIs to assist with the following:

- Establish connectivity to wire payment services through our ERP system
- Initiate Payment transactions (via wire or ACH)
- Transmit positive pay files to bank
- Obtain status of wire transfers
- Obtain account balance, transaction activity, charges, etc. for internal reporting purposes

Please use the section below to provide additional information regarding how your APIs can add efficiency to our treasury management operations. Please provide details on the specific API call types supported (web services, REST, etc....) and what authentication methods you support for connecting to those.

*Comment:*

2. ACCOUNT VALIDATION SERVICES – Can your bank verify account status and account ownership of accounts for outgoing payments using the Early Warning System?

Yes, can provide as described. No, cannot provide as described.

*Comment:*

3. UNIVERSAL PAYMENT IDENTIFICATION CODE (UPIC) – The City may be interested in adding this service so that the City can provide what looks like an account number and routing number that is associated to the City’s operating account, without having to disclose that information to third party’s for receipt of incoming ACH payments. Does your bank offer this service?

Yes, can provide as described. No, cannot provide as described.

*Comment:*

4. PERFECT RECEIVABLES aka a VIRTUAL REFERENCE NUMBER – Similar to UPIC, the City may be interested in using this service for receiving or paying funds, using a “ghost number” to hide their real account information and to also identify the sender of electronic payments. With this service, the City can set up as many as are needed that can be tied to an actual DDA.

These will be used primarily for reconciliation purposes, such as for grant receipts – the majority come from either US Treasury or the State of Texas and they don’t always include all of the information needed to identify where the funds belong. Instead of including the City’s DDA on the grant application, they can put a unique VRN that they know is associated with that grant application.

Once funds start to come in, they will show the VRN in their online detail reporting so that they can easily identify the ultimate recipient of the funds.

Does your bank offer this service?

Yes, can provide as described. No, cannot provide as described.

*Comment:*

5. REAL TIME PAYMENTS (RTP) / (or FedNow) – The City may be interested in using RTPs to immediately send and receive funds (currently up to \$1,000,000, but it is expected to increase) directly to and from U.S. demand deposit accounts at participating financial institutions (65% of US DDAs). Does your bank offer this service?

Yes, can provide as described. No, cannot provide as described.

*Comment:*

6. INTEGRATED DISBURSEMENT SERVICES – The City is interested in considering different levels of outsourcing for its disbursement function, including, but not necessarily limited to, check printing and distribution.

Yes, can provide. No, cannot provide.

*Comment:*

- 1. TAMPERPROOF DEPOSIT BAGS – Will the institution provide tamperproof bags at no charge?

Yes, can provide as requested. No, cannot provide as requested.

Comment:

- 2. ENDORSEMENT STAMPS & DEPOSIT SLIPS – Will the institution provide endorsement stamps and deposit slips at no charge?

Yes, can provide as requested. No, cannot provide as requested.

Comment:

- 3. REMOTE DEPOSIT SCANNERS – Is the institution offering a scanner(s) to the City at no additional cost?

Yes, institution is offering the following:

Number of scanner(s) \_\_\_\_\_
Brand of Scanner \_\_\_\_\_
Single feed, or number of documents scanned / minute \_\_\_\_\_

No, institution is not offering a free scanner \_\_\_\_\_

Comment:

- 4. INCENTIVE FEE WAIVER – If your institution is offering a waiver of monthly service fees during a specific timeframe, please provide the following information for clarity of the terms of your offer.

Zero-pricing waiver (no fees assessed) during the timeframe of the offer and interest can be earned on balances during this time

Number of months of the fee waiver: \_\_\_\_\_
Maximum dollar amount of waiver (if any limitations): \_\_\_\_\_

Comment:

No waivers - Institution is not offering a waiver of fees

- 5. CASH TRANSITION ALLOWANCE / RETENTION BONUS/OFFER – If Institution is offering a cash amount to offset the cost of the transition, please provide that amount.

\$ \_\_\_\_\_

Comment:

## OTHER STIPULATIONS

Item 3.

1. TERMS VALID FOR DURATION– The responding bank agrees that the terms in the proposal will be valid from the submission date and throughout the term of the contract .

Agreed

*Comment:*

2. RIGHT TO CANCEL UNDER FEDERAL OR STATE LAW RULINGS – In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the successful institution to comply with the requirements of the contract, then the City expressly reserves the right and privilege to cancel the contract and to re-solicit proposals.

Agreed

*Comment:*

3. RIGHT TO OPEN & MAINTAIN OTHER ACCOUNTS – The City shall have the right, at its sole discretion, to direct, open, and maintain accounts at other institutions.

Agreed

*Comment:*

4. RIGHT TO TERMINATE – The City expressly reserves the right to terminate the contract with or without cause at any time by providing ninety (90) days written notice to the successful institution to close its accounts and terminate services.

Agreed

*Comment:*

5. TERMS FIXED – All fees, **rate indexes (not the rates, just the indexes)**, and conditions shall be fixed for the entire contract period, including any and all continuations.

Agreed

*Comment:*

6. SEMI-ANNUAL MEETING – The City expects a review meeting at least once every six months to evaluate the working relationship between the City and the successful institution. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.

Agreed

*Comment:*

7. FORMAL CONTRACT REQUIRED – The final appointment of the successful institution shall be made by the City Council. The successful institution shall be required to enter into a contract that incorporates all of the requirements of their official response to this RFP, along with the accompanying related schedules and materials as called for in this RFP. The formal agreements should include: a primary depository services contract, a collateral custodial agreement, and a FIRREA compliant resolution of certification (see reference under the Collateral Requirements).

**A sample of the proposed contract is attached.**

Agreed

*Comment:*

8. OVERDRAFT NOTIFICATION – In the event a check or checks shall be presented for payment where there are insufficient funds in City’s collective accounts, the successful institution agrees to promptly notify the City’s Finance Director or other signatory person, by telephone or other means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition. All privileges shall apply without penalty or fee.

Agreed

*Comment:*

9. RESEARCH – The City expects that all research requests are responded to within three (3) business days of the request.

Agreed

*Comment:*

10. BANK ERRORS – Bank errors resulting in lost interest, charges, or incorrect service fees to the City must be reimbursed by the bank to the City, utilizing a mutually agreed upon method of reimbursement.

Agreed

*Comment:*

11. AUDIT CONFIRMATIONS – Successful institution must provide account balance audit confirmations to the City’s audit firm annually at no charge.

Agreed

*Comment:*

12. ONE RELATIONSHIP OFFICER – The City requests **one** relationship manager to coordinate the successful institution’s efforts and remain directly responsible for facilitating all City/Institution interaction.

<b>Description</b>	<b>Name</b>	<b>Title</b>	<b>Phone</b>
Relationship Officer			
<b>Address</b>		<b>Email Address</b>	

## COLLATERAL REQUIREMENTS

The institution shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Government Code, and the City's Investment Policy.

1. COLLATERAL AMOUNT – The maximum ledger balances could exceed \$70,000,000 each in the aggregate for primary and secondary depositories. Historically, the average balances are not less than \$30,000,000 each. Applicant must clearly explain any collateral limitations or fees. The City reserves the right to maximize or minimize bank balances regardless of historical patterns. The institution must monitor the collateral adequacy daily and provide additional collateral to secure balances as required.

Yes, can provide as expected.      No, cannot provide as expected.

*Comment:*

2. COLLATERAL CUSTODY – The pledged securities shall be held at an independent custodian acceptable to both the City and the institution.

Please provide the name of the proposed independent custodian as well as any related fees.

**Name of Proposed Custodian:**

Yes, can provide as expected.      No, cannot provide as expected.

*Comment:*

3. LETTERS OF CREDIT or PLEDGED SECURITIES – How will your institution collateralize the City's deposits:

\_\_\_ Letters of Credit

\_\_\_ IntraFi Structure (or similar FDIC spreading program)

\_\_\_ Pledged Securities

**If Pledging Securities please respond to the following:**

4. COLLATERAL LEVEL – The typical monthly maximum balance shall determine the total collateral level to be maintained each month in accordance with the City's Investment Policy. This level may be adjusted monthly for seasonality based on historical patterns, but the City also requires daily monitoring of the City's balances to insure adequate collateral levels. If current collateral levels will be exceeded, the City will notify the bank the day before so that adequate collateral can be added.

Yes, can provide as expected.      No, cannot provide as expected.

*Comment:*

- 5. COLLATERAL SUBSTITUTION – The City prefers that any substitutions of the pledged securities in the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory. How does your institution handle substitutions?

Substitutions will only be done with prior written authorization from the City

Substitutions will be done without prior written approval, but always for securities of equal or greater quality and with a market value greater than or equal to the securities being replaced. The City, at its sole discretion, has the right to request a different security if the substituted security is unacceptable.

*Comment:*

- 6. COLLATERAL REDUCTIONS – The City strongly prefers that any reduction of the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory. How does your institution handle collateral reductions?

Reductions will only be done with prior written authorization from the City

Reductions MAY be done without prior written approval.

If the second option is the one your institution uses, will your bank agree to maintain a minimum threshold of collateral that will not be lowered without prior approval from the City?

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

- 7. COLLATERAL REPORT – The institution **and** the custodian shall provide (by email) the City a monthly pledged securities report or additional reports at any time requested by the City. The report must describe the total pledged securities by:

- Name
- Type / Description
- CUSIP
- Par Value
- Current Face Value
- Maturity Date

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

- 8. ONLINE REPORTING - Is daily online access to the City’s collateral account available through the third-party custodian?

Yes, can provide as requested.

No, cannot provide as requested.

*Comment:*

9. BOARD RESOLUTION – The Board of Directors or designated committee of the institution will be required to provide a FIRREA compliant resolution. The following is an excerpt of the FIRREA requirement from the FDIC Code:

AGREEMENTS AGAINST INTERESTS OF CORPORATION.—

IN GENERAL.--No agreement which tends to diminish or defeat the interest of the Corporation in any asset acquired by it under this section or section 11, either as security for a loan or by purchase or as receiver of any insured depository institution, shall be valid against the Corporation unless such agreement—

(A) is in writing,

(B) was executed by the depository institution and any person claiming an adverse interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the depository institution,

(C) was approved by the board of directors of the depository institution or its loan committee, which approval shall be reflected in the minutes of said board or committee, and

(D) has been, continuously, from the time of its execution, an official record of the depository institution.

Yes, can provide as expected.

No, cannot provide as expected.

*Comment:*

## REQUIRED DISCLOSURES

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As defined in Section 105.015 (c), each applicant shall comply with the conflict-of-interest provision of Section 131.903 of the Texas Local Government Code in regard to the selection of the depositories:

Sec. 131.903. CONFLICT OF INTEREST.

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

*In addition, the following disclosures apply:*

**Disclosure of interest:** Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Manor, Texas must file a completed conflict of interest questionnaire which is available at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The conflict-of-interest questionnaire must be filed with the City of Manor, Texas no later than the seventh business day after the later of the date that the person or agent begins contract discussions or negotiations with the City or submits to the City an proposal, response to a request for proposal or bid, correspondence, or writing related to a potential agreement. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Texas Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

**Certificate of interested parties:** Section 2252.908 of the Texas Government Code applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies, with a few exceptions, to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity. The electronic filing application process can be started on the Texas Ethics Commission website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). **The City acknowledges that publicly traded business entities are exempt from this requirement.**

In compliance with Chapter 2252 Subchapter F, of the Texas Government Code, prohibiting government contracts with a company doing business with Iran, Sudan or a foreign terrorist organization, the City of Manor, Texas will not enter into a contract with a company reported on the LISTED COMPANIES per Section 2252.153.

Compliance with **Ordinance: 800**

## REQUIRED CERTIFICATIONS

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1. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract.
- (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
  - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.
- (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
- (1) Does not boycott Israel; and
  - (2) Will not boycott Israel during the term of the contract.

Agreed

*Comment:*

2. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2276.002 - Provision Required in Contract.
- (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
  - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.
- (b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
- (1) Does not boycott energy companies; and
  - (2) Will not boycott energy companies during the term of the contract.
- (c) Subsection (b) does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Agreed

*Comment:*

3. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract.

- (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
  - (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.
- (b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:
- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
  - (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- (c) Subsection (b) does not apply to a governmental entity that:
- (1) Contracts with a sole-source provider; or
  - (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

Agreed

*Comment:*

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PROPOSAL SUBMITTED BY

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This proposal is being submitted to the City by the following person, duly authorized to act on behalf of this applicant.

Name of Financial Institution

FDIC or NCUA Certificate #

Address of Financial Institution

Telephone #

Email Address

Officer Name & Title (printed)

Officer Signature \_\_\_\_\_

Signature indicates respondent accepts the specifications, terms and conditions of this RFP and that applicant is not delinquent on any payment due the City or involved in any lawsuit against the City.

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

[THE FOLLOWING IS NOT BINDING AND SUBJECT TO NEGOTIATION]

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SAMPLE DEPOSITORY SERVICES CONTRACT

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**THIS DEPOSITORY SERVICES CONTRACT**, hereinafter called the “Contract”, is made and entered into on the date last herein written by and between the City of Manor, Texas, hereinafter called the “City”, and \_\_\_\_\_ a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the “Bank”, and provides as follows:

1. **Designation of Depository.** The City, through action of the City Council, on February 4, 2026, hereby designates the Bank as a primary depository bank for the period beginning March 2, 2026, and continuing through February 29, 2028, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General.** All services rendered to the City by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the City pursuant to the Bank’s standard operations, policies, and procedures.

3. **Scope of Services.** The Bank agrees to provide those services as described in the City’s Request for Proposal for Depository Bank Services released on October 17, 2025, hereinafter referred to as the “RFP”. The RFP and the Bank’s response to the RFP, hereinafter referred to as the “Proposal”, are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the City. The Bank agrees to provide additional services as requested from time to time by the City and mutually agreed upon by the Bank.

4. **City Representatives.** During the term of this Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

5. **Collateral Custodian.** The City and the Bank, by execution of this Contract, hereby designate \_\_\_\_\_ as custodian, hereinafter called the “Collateral custodian”, to hold in trust, according to the terms and conditions of this Contract, the collateral described and pledged by the Bank in accordance with the provisions of this Contract.

6. **Custodial Fees.** Any and all fees associated with the Collateral custodian’s holding of collateral for the benefit of the City shall be paid by the Bank, and the City will have no liability therefore.

7. **Entire Agreement.** The entire agreement between Bank and City shall consist of this Contract, the City’s RFP (except to the extent Bank took specific exceptions in the Bank’s Proposal), the Bank’s Proposal, the Collateral Agreement with the Collateral custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and

provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization.** All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Bank's Proposal. The City agrees to promptly provide to the Bank any changes to its Investment Policy. The Depositor agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per the City's Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. The Bank shall monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the City deposited with the Bank. The Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the City remain with the Bank. The Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of the Custodian shall have a market value in excess of the required balances, the City may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral is deposited with the Custodian and is less than the total sum of the City's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the City.

If surety bonds or letters of credit are utilized, the City shall agree as to the issuer and form of contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per the City's Investment Policy.

9. **Pledge Receipts.** The Custodian shall promptly forward to the City copies of pledge receipts covering all such collateral held for the City, including substitute collateral as provided for herein.

10. **Default.** Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the City, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the City, to surrender the above-described collateral to the City, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

The City may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Seized Collateral.** Any sale of such seized collateral, or any part thereof, made by the City hereunder may be either at public or private sale, provided however, it shall give both the Custodian and the Bank two (2) hours' prior written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The City and the Bank shall have the right to bid at such sale.

12. **Release of Collateral.** When the relationship of the City and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the City, it shall be the duty of the City to give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the City, redeliver to the Bank all collateral then in its possession belonging to Bank. An order in writing to the Custodian by the City and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

13. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. **Compensation.** The City and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Proposal accepted by the City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration.** The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** This Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute.** The individuals executing this Contract and other agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue.** This Contract shall be governed by the laws of the United States, State of Texas, and Manor city ordinances. Travis County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract.

(a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

20. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2276.002 - Provision Required in Contract.

(a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

21. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
- (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

22. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

**City:** City of Manor  
 Attn: City Manager & Finance  
 Director  
 105 E. Eggleston St.  
 Manor, Texas 78653

**Bank:**

Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Changes to notice information may be made by either party with written notification to the other party.

23. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment.** The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and the Texas Local Government Code.

25. **Continuation.** Unless this contract is terminated sooner, the Bank’s designation as the primary City Depository will remain continuously in effect through February 29, 2028, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY

BANK

By:

By:

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

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

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

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

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

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

ATTEST:

ATTEST

By:

By:

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

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

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

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

## COMPLETE PROPOSAL CHECKLIST

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**(Please provide in the order listed)**

- Executive Summary / Coversheet
- One (1) original and Two (2) copies bound proposals.
- Completed RFP in PDF format delivered via USB.
- Completed Fee Schedule returned in Excel format on the same package.

COMMENTS:

- PRO-FORMA ACCOUNT ANALYSIS – A pro-forma account analysis statement using your format and service descriptions that reflect your proposed fees based on the volumes provided in this RFP and indicate any capability to provide the information electronically.

COMMENTS:

- SAMPLE COLLATERAL AGREEMENT – As required by Bank/Custodian named in the RFP.

COMMENTS:

- SAMPLE SAFEKEEPING AGREEMENT – As required by Safekeeping Agent.

COMMENTS:

- SAMPLE SAFEKEEPING REPORT OF CITY-OWNED SECURITIES – Sample safekeeping report of the City-owned securities that the City will receive monthly. COMMENTS:

- SECURITIES SAFEKEEPING FEES – Schedule of Securities Safekeeping Fees.

COMMENTS:

- REFERENCES – List of at least three (3) comparable references and current Texas public funds clients, with total number of collateralized Texas public fund clients.

COMMENTS:

**SAMPLE FIRREA COMPLIANT DOCUMENT** – A sample copy of the document that clearly shows that the institution’s Board or designated committee has accepted the Depository Contract and authorized the pledge of collateral, with a permanent record of this action to be maintained in the minutes of the institution.

COMMENTS:

**COMPLETED AND SIGNED DISCLOSURES** – As required and applicable within the RFP.

COMMENTS:

**COMPLETED AND SIGNED PROPOSAL SUBMITTED BY FORM** – Please include the signed form in the PDF file as well.

COMMENTS:

**EXCEPTIONS TO RFP REQUIREMENTS** – Please provide a summary of any exceptions your institution has noted regarding the requirements as contained in this RFP.

COMMENTS:

APPLICANT’S INITIALS: \_\_\_\_\_



## BANKING DEPOSITORY SERVICES - SECONDARY

Item 3.

REQUEST FOR PROPOSALS #2025-49

SUBMITTAL DEADLINE 12/12/25 2PM

### TABULATION

EVALUATION CRITERIA AND POINTS	NAME OF BANK	NAME OF BANK	NAME OF BANK	NAME OF BANK	NAME OF BANK	NAME OF BANK
	<b>SouthState Bank</b>	<b>Frontier Bank</b>	<b>Frost Bank</b>			
<b>1 Institute Strength and Stability 30%</b> Bank financial health rating, federal reserve evaluation, credit rating, and stability trends.	30.00%	30.00%	30.00%			
<b>2 Qualifications of Staff 30%</b>  Experience and expertise of staff assigned to the the City, including work-related experience, education, certification, tenure with the bank.	30.00%	30.00%	30.00%			
<b>3 Evaluation of services provided 20%</b>  The proposal should include the ability to perform the required and requested services, quality of services, interest rates offered, and convenience of location.	19.00%	16.00%	18.00%			
<b>4 Proposed Cost 15%</b>  Fee cost offered to City for accounts handling	15.00%	15.00%	0.00%			
<b>5 References 5%</b>  Consideration of references and recommendations from past clients.	5.00%	5.00%	5.00%			
<b>TOTAL</b>	<b>99.00%</b>	<b>96.00%</b>	<b>83.00%</b>			

Reviewed Date: \_ 1/6/2026

Reviewed By: Belen Peña

Reviewed By: Gracie Montano

Staff Recommendation: Frontier Bank