

**CITY OF PFLUGERVILLE  
BANKING SERVICES CONTRACT**

The Banking Services Contract (Contract) is made and entered into this 6<sup>th</sup> day of Sept., 2017 by and between the City of Pflugerville (City) and First Texas Bank (Bank) a commercial bank selected as the City's Depository Bank by the City of Pflugerville City Council. The City, subject to future appropriations of funds, to service the obligations herein, by City Council, hereby designates the Bank as its depository for banking services for three (3) years commencing October 1, 2017 and extending through September 30, 2020, with the option of two (2) one-year extensions.

The Bank must meet and maintain the following minimum criteria throughout the contract period:

- Must be a banking corporation incorporated under the laws of the State of Texas.
- Maintain a full-service branch with drive up and night depository capabilities within the city limits of the City of Pflugerville.
- Comply with the City's Investment Policy.

The Bank must provide the City with the following documents throughout the contract period:

- Annually, audited financial statements and call reports submitted to the Finance Director within 30 days of the completion of the institution's audit.
- Annually and upon change of status, an updated list of bank representatives responsible for processing activity on the City's accounts.

**BANKING SERVICES & COMPENSATION**

The Bank's response to the City's RFP (the "Proposal"), is incorporated into this Contract for all purposes and is included as Attachment 1; all banking services are to be provided in accordance with this proposal. If any provisions of the Proposal and this Contract are in conflict, this Contract will control.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall, upon presentation, pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Contract, turn over to its successor all funds, City-owned securities, property and things of value held as depository. In accordance with this pledge of fidelity the Bank represents that prior to signing this Contract, it has become thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws, and all of the terms and conditions of this Contract. All SERVICES under this Contract shall be coordinated under, and performed to the satisfaction of the Director of Finance or his designated representative.

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The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank.

The Bank will be compensated for all services rendered to the City under this Contract in accordance with the fees set forth in the Bank's Proposal.

**AUTHORIZED CITY REPRESENTATIVE**

For the term of this agreement, the City and the Bank designate the individuals as listed in Attachment 2 as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in these representatives will be made in writing.

**DEFAULT**

The Bank shall be in default if it breaches any term in this Agreement, or the Proposal, or fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt," "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Contract. The City is empowered to take possession of and transfer and/or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned by the Bank. This power is in addition to other remedies which the City may have under this Contract and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Contract.

**NON-ASSIGNABILITY AND TERMINATION**

This Contract is not voluntarily assignable in whole or in part but is binding on the parties, their successors and assigns. This Contract may be terminated by either the City or the Bank by giving sixty (60) days prior written notice to the parties.

**REPRESENTATIONS AND WARRANTIES BY BANK**

If Bank is a corporation or a limited liability company, Bank warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Bank has been duly authorized to act for and bind Bank. The Bank must be insured under the FDIC at all times under this agreement.

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**FRANCHISE TAX CERTIFICATION**

A corporate or limited liability company Bank certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**INDEMNIFICATION**

The Bank does hereby agree to waive all claims, release, indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of The Bank, his officers, agents, employees, subcontractors, invitees or any other person, arising out of or in connection with the performance of this contract, and The Bank will at its own cost and expense defend and protect City from any and all such claims and demands, except to the extent such claims arise from the sole negligence or willful misconduct of City, its officers, agents, employees, or subcontractors. In the event of joint or concurrent negligence of The Bank and City, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, unless otherwise, mutually agreed by the Bank and City. Nothing in this paragraph is intended to waive any governmental immunity available to City under Texas law or waive any defenses of the Bank or City under Texas laws. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party versus City or the Bank. Neither party shall be responsible or liable for consequential, incidental or special damages, even if advised of the possibility of same.

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**NOTICES**

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to City:      **Mailing Address:**  
P.O. Box 589  
Pflugerville, TX 78691  
**Street Address:**  
100 E. Main St, Ste. 100  
Pflugerville, TX 78660  
**Attention:** Finance Director

*with copy to:*      **Mailing Address:**  
P.O. Box 589  
Pflugerville, TX 78691  
**Street Address:**  
100 E. Main St, Ste. 300  
Pflugerville, TX 78660  
**Attention:** City Manager

If to Bank:      First Texas Bank  
\_\_\_\_\_

Mailing Address:  
P. O. Box 649  
\_\_\_\_\_  
Georgetown TX 78627  
\_\_\_\_\_

Street Address:  
1600 West Pecan  
\_\_\_\_\_  
Pflugerville TX  
\_\_\_\_\_

Attention: \_\_\_\_\_

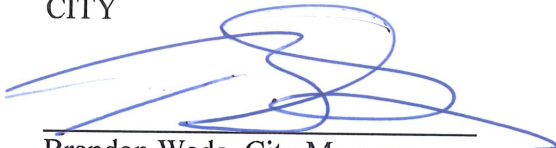
or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

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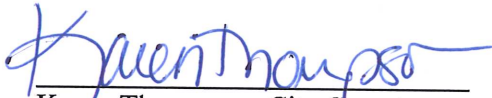
**VENUE; GOVERNING LAW**

Travis County, Texas, shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

CITY

  
\_\_\_\_\_  
Brandon Wade, City Manager

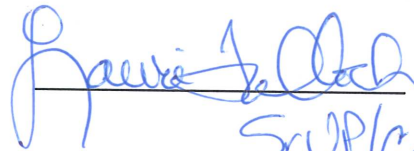
ATTEST

  
\_\_\_\_\_  
Karen Thompson, City Secretary

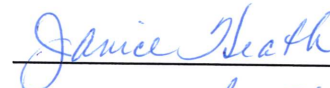
DATE

9/7/17

BANK

  
\_\_\_\_\_  
Sr VP/Cashier

ATTEST

  
\_\_\_\_\_  
Sr. Vice President

DATE

9/7/17

## REQUIRED BANKING SERVICES

### A. Account Structure

The City's banking structure currently consists of one checking account and multiple savings style accounts. The checking account is utilized for all payables of the City, and the remaining savings style accounts are used to manage monies of the City's various funds. The City desires all accounts to be interest bearing.

Provide the account types offered and applicable interest rates.

**Total City funds may not exceed \$6 million dollars unless specifically approved in writing by the Bank.**

**The City would be eligible for interest bearing and non-interest bearing accounts. If the City chose to have interest bearing accounts, First Texas Bank will pay the City of Pflugerville .10% (one-tenth of one percent) interest on the daily ledger balance for all interest-bearing accounts. Interest is calculated on the daily ledger balance and posted monthly, on the day the monthly statement cycles.**

**Interest earned on the accounts will not be charged as an expense on the account analysis.**

**B. Standard Deposit Services** The bank must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and on all other checks based on the bank's published availability schedule.

Include deposit requirements and commercial and retail deposit locations, including night deposit services and procedures.

**First Texas Bank guarantee's immediate credit on all incoming wire transfers. Any checks deposited will be credited upon receipt, based upon the Banks Availability Schedule.**

**First Texas Bank requests that all deposits be made with pre-encoded deposit slips. If the City of Pflugerville does not have pre-encoded deposits slips for a specific account, First Texas Bank will provide generic deposit slips. All checks deposited must be endorsed with an appropriate endorsement.**

#### Commercial and Retail Deposit Locations:

**First Texas Bank-Pflugerville Branch  
1600 W. Pecan  
Pflugerville TX 78660**

**First Texas Bank-Round Rock Branch  
500 Round Rock Ave  
Round Rock TX 78680**

**First Texas Bank-Brushy Creek Branch  
7509 O'Connor Drive  
Round Rock TX 78681**

**First Texas Bank-Cedar Park Branch  
1901 Bagdad Road  
Cedar Park TX 78613**

**First Texas Bank-Georgetown Branch**

**First Texas Bank-Del Webb Branch**

900 S. Austin Ave.  
Georgetown TX 78626  
First Texas Bank-Williams Dr. Branch  
5321 Williams Drive  
Georgetown TX 78633

480 Del Webb Blvd  
Georgetown TX 78633  
First Texas Bank-Liberty Hill Branch  
721 US Highway 183  
Liberty Hill TX 78642

**All 8 locations provide night depository facilities.**

**In addition to the listed 8 locations deposits and cashed checks can be processed at our affiliate banks and their branches of First Texas Bank Killeen and First Texas Bank Lampasas.**

**The City of Pflugerville will be issued as many night depository bags as needed. Each night depository bag has two keys. The City will keep one key in their possession and the second key will be kept at the Pflugerville branch location (or your location of choosing). All bags left in the banks night depository are logged and worked under dual control.**

**The City of Pflugerville will complete a Night Depository Agreement; the bags provided will be notated on the agreement. A key to the banks night depository will be provided. If cash is returned with the depository bag, the agreement will specify who at the City of Pflugerville has the authority to pick-up processed night depository bags. Only if cash is included in the depository bag will it require an authorized employee to pick up and sign for the bag.**

**First Texas Bank processes night depository transactions Monday through Friday. Night depository bags are available for pick-up Monday through Friday after 10:00am. All locations also have Saturday hours in which night depository bags are processed and can be picked up.**

### **C. Standard Disbursing Services**

Standard disbursing services for all accounts are required to include the payment of all checks upon presentation.

**As long as there are sufficient funds to cover the check and no stop payments are on the check all checks will be paid against the account at time of presentation.**

Checks drawn on City accounts at your institution presented by City of Pflugerville employees will be cashed at no charge.

**Employees of City of Pflugerville will not be assessed a charge for cashing a check drawn on First Texas Bank, presented against the City of Pflugerville account.**

**City employees can also be offered additional free services such as a free checking account, free online/mobile banking and free bill pay.**

**D. On-line Banking** The institution shall offer Internet access for the inquiry of account balances and activity for all bank accounts. This access should be available for multiple users with varying levels of access using City controlled passwords.



**First Texas Bank provides Online Banking at no charge. The City of Pflugerville, authorized individual, which will be called a master user, will be provided a "secret answer" and invite email to set-up their online banking. During the initial set-up, the user will create their own login ID and password of their choosing. The master user will have the authority to create sub-users for the online banking, and assign them the appropriate access needed.**

In addition, the institution shall offer on-line transfer of City monies between accounts held within the institution. The transfers should be credited and debited to the related accounts on the same business day of the transfer, if the request is received by 5:00 p.m.

**The online banking does allow for transfers between the City accounts held at First Texas Bank. Any internal transfer initiated by 5:00pm will be posted the same business day.**

Include a sample account balance screen, sample account activity screen, sample transfer screen, online transfer agreement and any other online services available. Please indicate if there is a fee for any online services.

**Sample screen shots can be viewed by clicking on the following link for our online banking demo:**

**<https://www.myebanking.net/firsttexas-gtwn/demo.htm>**

**There is no fee for basic online banking services. Additional Cash Management Services, offered through online banking, have fees assessed as detailed on the Banking Services Charge attachment.**

**E. Automated Clearing House (ACH)** The City uses the Automated Clearing House Network for electronic file transmission for disbursements on a continuous basis. The bank must guarantee the turnaround time for processing and delivering of payments.

The banking institution must be able to provide the City with an online interface that allows the City to upload ACH transaction data in the proper format.

Include a schedule of funding and deadlines for direct deposit so that payroll is available for City employees at 12:01 a.m. Friday. Also include a sample ACH agreement with your proposal.

**The City of Pflugerville may originate direct deposit (ACH) through the First Texas Bank Online Banking Cash Management.**

**The direct deposit transactions can either be created through the Online Banking ACH Batch or can be uploaded as a NACHA formatted file through the Online Banking.**

**In order for First Texas Bank to meet the payroll deadlines we require that the file be presented to the bank, through the Online Banking, by noon at least two business day prior to the effective date. (Example for Friday posting we must have the file at least by Wednesday at 12:00 pm)**

**A same day ACH payroll file can be processed. The deadline for a same day ACH file is follows 8:00 am and Noon for same day posting. Additional fees are charged for same day ACH processing.**



**See Banking Services Charges Attachment A for ACH and Same Day ACH processing Fees.**

**Funds must be available, to cover the payroll file, on the processing day of the file.**

**Direct deposits will be made available to your employees on the effective date at open of business.**

**See Attached Exhibit Section IV.E (sample Treasury Management-ACH/Wire Transfer/Positive Pay Agreement)**

**F. Wire Transfer Services** Though rarely used by the City, a standard wire transfer agreement will be executed with the bank. The City requires adequate security provisions and procedures.

Include a copy of your standard transfer procedures and wire transfer agreement with your proposal.

**Wire transfers can be made either in person, fax or through the Online Banking Cash Management. Telephone initiated wires and wires by e-mail are not authorized.**

**Any wire transfer sent through fax or cash management will require a test code (will provide the City of Pflugerville their test codes if either of these options are selected). The test code will need to be notated on the request and will require a call back verification from a First Texas Bank employee to an authorized City of Pflugerville employee.**

**First Texas Bank has a 2:30 pm cutoff time for an outgoing wire to be processed the same business day. Incoming wires received up to 4:00 pm are processed same business day.**

**All incoming and outgoing wires can be viewed, through Online Banking, as deposits and debits. During the business day of receiving of the wire transfer, the deposit or debit will appear as a pending transactions through the Online Banking.**

**To utilize the Online Banking Cash Management Wire Transfer, option a separate agreement must completed. The Online Banking allows users to create templates for repetitive wires.**

**See Attached Exhibit Section IV.E (sample Treasury Management-ACH/Wire Transfer/Positive Pay Agreement)**

**See Attached Exhibit Section IV.F (Faxed Wire Transfer Agreement)**

### **G. Stop Payments**

The institution must provide the City with stop payment services.

Provide a statement on the stop payment process including methods of notification, forms, length and available extensions (if any) with your proposal.

**First Texas Bank provides automated stop payment requests through the Online Banking. Stop payment requests may also be received in person or faxed. A stop payment will remain on the system for 6 months from the date the stop payment order is received.**

**All stop payments must include the account number the check is drawn on, check number, date of issue, payee and exact amount of check. If a duplicate check was issued, provide the duplicate check # and the date it was issued.**

**If it is necessary for a stop payment to be extended it would require the City of Pflugerville to contact the bank, within 10 days of the original stop payment expiration date. A new stop payment would then be placed on the system as the expiring stop payment expires.**

**H. Monthly Reporting and Account Analysis** All City bank statements and an account analysis must be received no later than 10 business days after the last day of the month. All checks cleared (both front and back) must be returned to the City in paper or electronic format.

The analysis shall itemize services used, items and volume processed, unit charges, extended totals, and the total of all charges. The City desires to analyze or otherwise offset recurring monthly charges to the extent possible.

Include a sample bank statement and analysis as part of your proposal.

**The City of Pflugerville will receive their monthly statement and analysis statements no later than 5 business days after the last day of the month. The bank will provide both front and back images of the checks. Statements and check images will be provided in paper format and through the Online Banking. Analysis statements can only be provided in a paper statement.**

**See Attached Exhibit Section IV.H**

**I. Collateralization of Deposits.** The bank must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits, above the current FDIC insured limit. Securities used to pledge against time and demand deposits must be held in an independent third-party safekeeping institution outside the bank's holding company. The bank will execute a tri-party safekeeping agreement with the City and the safekeeping bank for safekeeping of these securities. Collateral will be maintained at a minimum of 102% and marked to market at least once a month. Control will be shared jointly between the bank and the entity. Substitution will be approved by the City and not unduly withheld. Substitutions of collateral will be requested in writing and new collateral will be received before the existing collateral is released. The proposal will name the safekeeping bank for collateral. The City will require monthly collateral reports.

Please provide a sample collateral report with your proposal.

**First Texas Bank agrees to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits, above the FDIC Limit of \$250,000.00**

**Securities used to pledge against time and demand deposits are held at Frost National Bank, Capital Markets in San Antonio, TX. First Texas Bank will execute a tri-party safekeeping agreement with the City and Frost Bank for safekeeping of these securities.**



First Texas Bank will maintain at a minimum of 102% and marked to market at least once a month. Control will be shared jointly between First Texas Bank and Frost Bank. Substitution will be approved by the City and not unduly withheld. First Texas Bank will request in writing substitution of collateral and new collateral will be received before the existing collateral is released.

First Texas Bank will provide a monthly collateral report.

See Attached Exhibit Section IV.I

**J. Account Executive** An account executive must be assigned to the account to coordinate the account services and expedite the solution of any problem. A trained and competent backup for the account executive, familiar with the account, should be assigned in the proposal. Stipulate the name and a brief resume of the account executive to be assigned to the City's account.

The account executives from the Pflugerville branch assigned to the City of Pflugerville accounts, to coordinate account services and expedite solutions to any problems, is Janice Heath, Sr. Vice President/Lending Officer and ~~Randy Kaye, Banking Officer/Branch Operations Manager~~. If another branch is chosen for banking services additional officers can be assigned to your accounts.

See Attached Exhibit Section IV.J for brief resume

Mary Carbajal - PA  


**K. Positive Pay** In order to protect against altered checks and counterfeit check fraud, the City will participate in positive pay. The City will electronically transmit issued and voided check information to the bank. The bank must automatically compare the electronic record of issued and voided checks with the bank record or checks presented for payment. The bank must only pay those checks in the electronic record and must notify the City of any rejects or other checks presented for payment on the next business day.

Provide the format required to transfer issued check files and a copy of your positive pay agreement.

Positive Pay is processed through Online Banking. The City of Pflugerville will create a file of issued checks in the required format of either a CSV or fixed length format or use "manual entry" to enter their issued checks. The check file or manual entry will need to be completed by 5:00 pm for the checks to be placed into the master file for check posting.

The bank updates the master file each evening, before posting. During nightly posting the system matches checks posting to the Positive Pay Master File, any check matching will automatically post to the account.

Any checks not matching will become suspect/exception items. The suspect/exception items will be available online for viewing at open of business each morning. The City of Pflugerville will be responsible for viewing these items and making a decision on whether to pay or return the item by noon.

A separate agreement is required to use Positive Pay.

**See Attached Exhibit Section IV.E (sample Treasury Management- ACH/Wire Transfer/Positive Pay Agreement)**

**L. Overdrafts** The City does not intend to have an overdraft position on any of its bank accounts singly or net throughout the course of the contract. However, in the event a check or checks are presented for payment on any City account with insufficient funds available for payment, the City will require the bank to pay said check and promptly notify the Finance Director or the City's designated representative of the existence of the overdraft situation. The City agrees to cover the overdraft within a maximum of one business day.

The City would expect the bank to view all City accounts together for purposes of charges on overdrawn collected balances. Indicate your definition of a negative balance and any associated fees.

**Overdrafts on accounts are reviewed on a case by case basis.**

**Pending transactions will reflect as a daily overdraft, prior to the daily cutoff time, the City should cover any pending overdrafts with a deposit to the account.**

**All fees are listed on Banking Services Charges.**

**M. Bank Compensation** The City desires to analyze or otherwise offset recurring monthly charges to the extent possible. If fees are chosen as the payment methodology, fees will be paid monthly. Any net settlement on compensating balances will be made annually on September 30<sup>th</sup>.

**First Texas Bank requires the City to pay for Depository services by fees.**

**These fees will be charged and paid, monthly. As the interest earned on the accounts are not carried as an expense item on the analysis statements, an earnings credit will not be applied. All fees to be charged through analysis are listed on the Banking Services Charges. Any fees that are not calculated through analysis will be listed and notated as not charged through analysis.**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

**BANKING SERVICES CHARGES**

*Any and all anticipated service charges must be shown on this form to be applicable under the agreement. Add additional lines as required.*

| <b>Service Unit</b>  | <b>Unit Charge</b> | <b>Cost of Service</b>  |
|--|--------------------|---|
| Account Maintenance  | Per month          | <b>\$20.00 per account</b>  |
| Overdraft Fee/NSF Item Fee<br>(Paid or Returned)                             | Per transaction    | <b>\$35.00 per item</b>   |
| Deposit Slips  | Per item           | <b>*See below</b>   |
| Night Drop Lock Bags   | Per item           | <b>\$25.00 per bag</b>  |
| Night Drop Keys  | Per item           | <b>Included in bag,<br/>replacement keys<br/>at bank cost</b>     |
| Zipper Bag   | Per item           | <b>\$7.00 per bag</b>   |
| Credits Posted   | Per transaction    | <b>\$1.00 per credit<br/>(not including<br/>electronic items)</b> |
| Debits Posted  | Per transaction    | <b>\$0.18 per debit<br/>(not including<br/>electronic items)</b>  |
| Electronic Items (debits & credits)  | Per transaction    | <b>\$0.20 per<br/>electronic item<br/>(debits and credits)</b>    |
| Items Deposited  | Per transaction    | <b>\$0.12 per item</b>  |
| Deposit Corrections  | Per transaction    | <b>\$10.00 per correction</b>                                     |
| Encoding charge  | Per transaction    | <b>No charge</b>  |
| Cashier Check  | Per transaction    | <b>\$8.00 per check</b>   |
| Collection Item  | Per transaction    | <b>\$30.00 per item</b>   |
| Debit Card   | Per card           | <b>\$5.00 per Debit Card</b>                                      |
| Currency Straps  | Per transaction    | <b>\$0.60 per strap</b>   |
| Coin Rolls   | Per transaction    | <b>\$0.20 per roll</b>  |
| Checks   | Per transaction    | <b>*See below</b>   |
| Returned checks  | Per transaction    | <b>\$10.00 per<br/>chargeback item</b>                            |
| Returned Checks-<br>Rerun Re-clear items                                     | Per transaction    | <b>\$5.00 per rerun check</b>                                     |
| ACH Operating Rules<br>Corporate Addition                                    | Annual Fee         | <b>Bank cost plus 1%</b>  |
| ACH Processing   | Per transaction    | <b>\$0.15 per item</b>  |
| Origination of file  | Per file           | <b>\$15.00 per file</b>   |
| ACH entries / deletions  | Per transaction    | <b>\$0.15 per item</b>  |
| ACH returns  | Per transaction    | <b>\$10.00 per return</b>   |
| ACH returns related to an<br>Unauthorized transaction<br>R05-R07-R10-R29-R51 | Per transaction    | <b>\$15.00 per return</b>   |
| ACH maintenance  | Per month          | <b>No Charge</b>  |
| Same Day ACH Processing  | Per File           | <b>\$35.00 per file</b>   |
| Same Day ACH Processing<br>Including: entries and deletions                  | Per transaction    | <b>\$0.30 per item</b>  |

City of Pflugerville  
Banking Services Contract

Attachment 1

|  |   |                                      |
|--|---|--------------------------------------|
| Same Day ACH returns related to an Unauthorized transaction R05-R07-R10-R29-R51                        | Per transaction   | <b>\$20.00 per return</b>            |
| <b>Service Unit</b>  | <b>Unit Charge</b>  | <b>Cost of Service</b>               |
| Incoming Wire Transfers  | Per transaction   | <b>\$12.00 per wire</b>              |
| Outgoing Wire Transfers  | Per transaction   | <b>\$30.00 per wire</b>              |
| Stop payments  | Per transaction   | <b>\$35.00 per stop payment</b>      |
| Two Signatures Required Monitoring   | Per Month   | <b>\$20.00 per account-per month</b> |
| CD of Imaged Cancelled Checks  | Per disk  | <b>Service not offered</b>           |
| Collateral Fee   | Per month   | <b>\$100.00</b>                      |
| Positive Pay   | Per month   | <b>\$20.00 per account-per month</b> |
| <b>Remote Deposit Capture</b>  |   |                                      |
| Scanner  | Per scanner   | <b>Bank Cost plus 1%</b>             |
| One time setup fee   | Per location/scanner  | <b>\$100.00</b>                      |
| Monthly Fee  | Per location/scanner  | <b>\$35.00</b>                       |
| Deposits   | Per deposit   | <b>\$0.75</b>                        |
| Items deposited  | Per item deposited  | <b>\$0.10</b>                        |
| If Service is cancelled prior to end of first year   | Per location/scanner  | <b>\$250.00</b>                      |
| <b>The below listed fees will not be calculated through analysis, these fees will be hard charged.</b> |   |                                      |
| *Checks and deposit slips  | <b>Fees will be based on style and quantity ordered</b>                                     |                                      |
| Business Solutions-Bill Pay  | <b>\$7.95 Per Month (includes 10 transactions)<br/>\$0.50 for each transaction after 10</b> |                                      |
| ATM Item Charge  | <b>\$2.00 for each ATM withdrawal<br/>at an ATM not owned by First Texas Bank.</b>          |                                      |

Please indicate any fees that will not be subject to account analysis calculation.



**CITY OF PFLUGERVILLE  
BANKING SERVICES CONTRACT  
ATTACHMENT 2**

The following individuals are authorized representatives of the City empowered to direct the Bank and the Custodian for the Bank, in regard to collateral pledges, releases and substitutions in the joint safekeeping account as well as authorized to represent and act for the City in any and all matters including execution of agreements and transfer of funds.

**Name and Title**

Brandon Wade, City Manager

Lauri Gillam, Assistant City Manager

Amy M. Good, Finance Director

**Bank Representatives**

Janice Heath, Sr. Vice President/Lending Officer

~~Randy Kaye, Banking Officer/~~Branch Operations Manager

Mary Carbajal - P.A.  
