

**ACTON MUNICIPAL UTILITY DISTRICT
GRANBURY, TEXAS**

REQUEST FOR APPLICATIONS

for

BANK DEPOSITORY SERVICES



**6420 LUSK BRANCH COURT
GRANBURY, TEXAS 76049**

**REQUEST FOR APPLICATIONS
BANK DEPOSITORY SERVICES
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OTHER RELATED DOCUMENTS TO RFA:

- [AMUD BANK PROPOSAL FORM FY2026 \(EXCEL\)](#) (XLSX / 15 KB)
- [AMUD BANK RFA CALENDAR OF EVENTS FY2026](#).(PDF / 69 KB)
- [AMUD AVERAGE BALANCES FY2021-26](#) (PDF / 158 KB)
- [AMUD FY2026 Investment Policy](#) (PDF / 323 KB)
- [AMUD Investment Policy Acknowledgement Form](#) (PDF / 94 KB)

**NOTE: ALL DEPOSITORY RFA DOCUMENTS LISTED ARE AVAILABLE ON THE AMUD WEBSITE
[HTTPS://WWW.AMUD.COM](https://www.amud.com) UNDER FORMS & REPORTS - CURRENT OPEN BIDS.**

INTRODUCTION

Acton Municipal Utility District is requesting applications from eligible financial institutions to be designated as depository for the District. Eligible financial institutions will be required to have a local office for the District to perform the basic services of receiving deposits, paying items, processing drafts, wiring funds, stop payments, and other business banking activities. This agreement will not cover any investment transaction activities, as the District plans to manage its own investment portfolio per its Investment Policy.

Acton Municipal Utility District is a governmental agency - political subdivision established in 1982 to provide potable water and wastewater services to DeCordova Bend Estates, Pecan Plantation, Acton and Indian Harbor sub-divisions.

Today, in addition to the areas mentioned, AMUD provides services to the Acton area, Fall Creek Highway, North Gate Road, James Road, Highway 4 as well as various other sub-divisions. The District has approximately 9,300 water and 5,000 sewer customers.

Revenues are derived from water and sewer rates, new service connections and from tax revenues that support tax bonds. Budgeted revenues for Fiscal Year 2026 (October 1, 2025 - September 30, 2026) is expected to be \$18.38 million.

The philosophy incorporated into this Request for Applications (RFA) is to solicit comparable market charges for services provided and to pay for all services provided by the Bank. AMUD also places importance on the interest paid on daily deposits above any minimum requirements.

The contract period shall be three years beginning July 1, 2026, and thereafter until the successor depository shall have been duly selected and qualified according to state laws with an option to extend the contract for two additional one-year periods if agreeable to both the Bank and the District. The Depository contract shall provide that the District reserves the right to cancel any agreement, at any time, upon sixty (60) days prior written notice of its intent to terminate any agreement.

At the outset, the District wishes to communicate the primary objectives of the depository agreement, an important component of the overall treasury and debt management program of AMUD:

- To find a bank that is both capable of providing banking services and willing to be attentive to the District's money matters;
- To maximize the total dollars earned by the District on account balances to be prudent and effective custodians of financial resources;
- To maintain a good working relationship with the depository Bank;
- To adequately compensate the depository Bank for services provided and to allow a reasonable profit to be earned, subject to competitive forces in the marketplace.

Within this RFA are many statements as to the desire of the District regarding certain areas of banking services. It should be emphasized that the specifications on the official application form (Excel worksheet) represent a preferred level of service from the District's perspective. Applicants are instructed to clearly note on the official application form any exceptions or alternatives to the specifications.

Clarifying information is required on all proposed exceptions or alternatives and should be provided as an addendum to the official application form. The language used should not be construed to preclude the applicant from presenting alternative features to the ones stated, either in terms of providing improved service to the District, or more acceptable conditions to the Bank.

All listed and described alternatives will be evaluated by the District. All points outlined and materials requested should be incorporated into the applicant 's reply to be considered for evaluation.

CALENDAR OF EVENTS

<u>TARGET DATE</u>	<u>DESCRIPTION</u>
May 16 and 23, 2026	Advertise the Bank Depository notice in the newspaper.
May 15, 2026	RFA available to prospective financial institutions
June 4, 2026	Questions regarding this RFA must be submitted in writing to R.J. Evert, Chief Financial Officer, at admin@amud.com no later than 4:00 p.m.
June 9, 2026	Receive applications from interested financial institutions no later than 10:00 a.m. at AMUD office.
June 11, 2026	Review applications and discuss recommendations with Staff and Finance Committee
June 17, 2026	Board presentation for the award of the contract.
June 17, 2026	Board signs all agreements.
June 17, 2026	Notify all applicants of results.
June 17, 2026	Begin implementation of new contract.
July 1, 2026	New bank depository contract period begins.

CRITERIA FOR EVALUATION

The District staff shall review the submitted applications carefully. The recommendations shall be based on the application determined to be in the best interest of the District. The following areas are listed as an indication of what will be considered in the evaluation of the applications:

- Ability of the applicant to perform the requested services in the RFA;
- Ability to meet the legal qualifications and the terms and conditions specified in the RFA;
- Cost of the proposed banking services, and the cost of conversion and implementation of banking services;
- Proximity of banking facility to the AMUD office as it relates to impact on District employees making daily deposits;
- Financial condition of the applicant;
- Effective rates paid on the District's bank accounts;
- Experience and success in providing banking services to governmental entities in Texas;
- Quality of all reports requested;
- Ability to provide sufficient collateral for the deposits;
- Securities clearance and safekeeping procedures;
- Cybersecurity protocols for the depository and customer access (2 step verification, etc.);
- Ability to provide the District with effective and innovative cash management services; and
- Completeness of the application form and submission of the required information.

GENERAL CONDITIONS

- Applicant must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Application at the District's option.
- The District reserves the right to reject any or all applications or to waive technicalities at its option when in the best interests of said District.
- Applications deposited with the District cannot be withdrawn prior to the time set for opening applications. Request for non-consideration of applications must be made in writing to the Comptroller and received by the District prior to the time set for opening applications. After other applications are opened and publicly read, the Application for which non-consideration is properly requested may be returned unopened. The Application may not be withdrawn after the applications have been opened. The Applicant, in submitting the same, warrants and guarantees that this application has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such application will not and cannot be withdrawn because of any mistake committed by the Applicant.
- After application's are opened and publicly read, the applications will be tabulated for comparison on the basis of the application prices and quantities shown in the Application. Until final award of the Contract, the District reserves the right to reject any or all applications, to waive technicalities, and to re-advertise for new applications, as determined to be in the best interests of the District.
- Applications will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.
- The District reserves the right to reject any or all applications, and all applications submitted are subject to this reservation. Applications may be rejected, among other reasons, for any of the following specific reasons:
 1. Applications received after the time limit for receiving applications as stated in the advertisement.
 2. Application containing any irregularities or missing requested information.
 3. Unbalanced value of any items.
- Applicants may be disqualified, and their applications not considered, among other reasons, for any of the following specific reasons:
 1. Reason for believing collusion exists among the Applicants.
 2. Reasonable grounds for believing that any Applicant is interested in more than one Application for the work contemplated.
 3. The Applicant being in arrears on any existing contract or having defaulted on a previous contract.
 4. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 5. Uncompleted work, which in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.

DISTRICT ACCOUNT INFORMATION

The District intends to initially establish the following bank accounts. Other accounts may be established as needed during the term of the contract. All accounts shall be interest bearing. The District requires two signatures on all checks. Averages of account information included in electronic format (Excel worksheet).

<u>Account Name</u>	<u>Type</u>
General Fund	Demand Deposit Account - Average Balance \$1,200,000 (Master Account) (Account Reconciliation Product).
Payroll	Average \$115,000 Balance - Currently forty-one employees using ACH payments to employees. (Account Reconciliation Product).
Accounts Payable	Average \$500,000 Balance. Primarily single account that all checks are paid from. (Account Reconciliation Product).
Utility Billing Refunds	Average \$50,000 Balance varies with customer refunds paid. (Account Reconciliation Product).
UTGCD	Average balance \$10,000 (Account Reconciliation Product).
TWDB	Average balance \$55,000 (Account Reconciliation Product).

The General Fund Account will constitute almost all of the District's banking business. Intra-bank transfers to reimburse money to other District accounts and most wire transactions will occur in this account. No checks will be clearing through the account, but ACH disbursements will occur. Full reconciliation service will be required.

The Payroll Account will clear only personnel related checks and tax deposits for the District. Weekly transfers from the operating account to the payroll account will be used to fund ACH payments to employees primarily with the occasional paper check. Full reconciliation service will be required.

The Accounts Payable Account will receive transfers from the General Fund account and will clear AMUD vendor and other obligatory payments. Full reconciliation service will be required.

The Utility Billing Refunds Account will receive transfers from the General Fund account and is used to reimburse customers for remaining balances on their accounts after a customer leaves the District. Full reconciliation service will be required.

The AMUD UTGCD Account will be used to accumulate and remit pass-through fees of the Upper Trinity Groundwater Conservation District (UTGCD). These fees are collected monthly and remitted quarterly.

The AMUD TWDB Account will be used to accumulate and remit principal and interest payments to the Texas Water Development Board (TWDB) in accordance with TWDB funding requirements.

BANKING SERVICES & DISTRICT REQUIREMENTS

Applicants shall respond to each item below and identify whether the service can be provided as requested. Where the applicant cannot provide a requested service, the applicant shall state “No Offer” and describe any proposed alternative.

Online Banking and Balance Reporting

- Provide previous-day and current-day balance reporting, including ledger balance, collected balance, available balance, float, total debits, total credits, and detailed debit and credit transactions.
- Describe online access, user roles, approval levels, multi-factor authentication, transaction limits, audit logs, system retention periods, and reporting downloads.
- Identify system availability, downtime during the prior six months, backup procedures, and business-continuity options if online banking is unavailable.
- Provide sample screens and reports for balance reporting, transaction reporting, statements, ACH, wires, positive pay, exceptions, and account analysis.

Deposit Services and Remote Deposit Capture

- Describe deposit locations, courier/night depository options, same-day ledger credit cutoff times, funds availability, deposit correction procedures, returned item handling, and notice procedures.
- Describe remote deposit capture availability, scanner requirements, scanner costs, cutoff times, deposit limits, image retention, security controls, and support procedures.
- State the bank’s procedure for handling deposit errors, deposit adjustments, returned checks, and deposits lost by the bank.

Disbursement Services, Check Processing, and Positive Pay

- Provide account reconciliation services, including full reconciliation and partial reconciliation options, file formats, reporting delivery, and retention periods.
- Describe positive pay, payee positive pay, teller positive pay, exception reporting, exception image availability, exception decision deadlines, and issue-file layouts.
- Explain how the bank supports the District’s two-signature check requirement and 90-day void language on accounts payable checks.
- Describe procedures for stop payments, automatic confirmations, effective periods, renewal options, and fees.

ACH Services and Fraud Controls

- Describe ACH origination, ACH debit blocking/filtering, ACH positive pay, file transmission, prenote requirements, same-day ACH availability, NACHA compliance support, and settlement timing.
- State payroll transmission deadlines required for a Friday payroll date and identify any different deadlines for holiday weeks.
- Describe approval workflows, dual control, transaction limits, user permissions, and procedures for changing ACH templates or authorized users.

BANKING SERVICES & DISTRICT REQUIREMENTS (Continued)

Wire Transfer and Funds Transfer Services

- Describe online wire initiation, repetitive and non-repetitive wire templates, future-dated wires, intrabank transfers, cutoff times, approval workflow, callback procedures, and dual controls.
- State deadlines for domestic and international wires and the bank's process for time-sensitive transfers.
- Describe backup procedures if the online system is unavailable and whether paper or telephone authorization is required.

Account Analysis, Statements, and Imaging

- Provide a sample account analysis statement and describe the timing, format, and availability of monthly statements and account analysis reports.
- Describe electronic image availability for checks, deposits, deposit slips, statements, returned items, ACH items, wire confirmations, debit/credit memos, and other records.
- State how long statements, reports, and images are retained online and available for download.

Cash Management, Merchant, Lockbox, and Other Services

- Describe any available cash management services, merchant services, lockbox services, remote payment processing, credit card/debit card services, treasury management tools, and bank draft support that may benefit the District.
- List all equipment, software, agreements, implementation fees, maintenance fees, transaction charges, and availability-of-funds terms associated with these services.
- Describe any additional innovative services or process improvements that would reduce District staff time, improve controls, or increase earnings.

Customer Service and Problem Resolution

- Identify the proposed relationship manager, treasury management contact, implementation manager, collateral/safekeeping contact, and backup contacts.
- Describe escalation procedures, service-level expectations, emergency contacts, hours of support, and process for resolving service problems.
- Provide references from at least three comparable Texas governmental clients.

Cybersecurity and Fraud Prevention

- Describe cybersecurity controls related to online banking access, user authentication, privileged access, transaction approval, fraud detection, secure file transmission, data encryption, incident response, and customer notification.
- Describe recent cybersecurity examinations or relevant third-party assessments that may be shared with public entity clients, such as SOC reports or summaries.
- Disclose any significant service disruptions, cybersecurity incidents, fraud incidents affecting public entity customers, or regulatory matters within the prior 24 months, to the extent disclosure is permitted by law.

COLLATERAL & SAFEKEEPING REQUIREMENTS

- A. **Securities Pledged.** As security for the deposits of the District, the Bank shall pledge to the District securities equal to or greater than the largest total ledger balances the District maintains in the Bank, less the amount of coverage provided by the Federal Deposit Insurance Corporation (FDIC). (See the attached schedule for balance information.) The average level of collateral required is \$3 million. The securities comprising the pledge shall be 105% of the lower of par or market value. Repurchase Agreements are not acceptable as collateral to the District.

If the market value of the pledged securities falls below of the ledger balances of the total of all the District's accounts at any time, the Bank shall immediately pledge additional securities to the District so that the amount of pledged securities equals or exceeds the District's ledger balance.

The District shall accept the following securities as collateral:

1. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
 2. Obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas.
 3. A bond of the State of Texas or of a county, city, and other political subdivisions of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of 10 years or less.
- B. **Reporting.** The Bank shall provide the District a report of securities pledged at the end of each month or at any time requested by the District. This information will be required annually to coincide with the annual audit of the District's books by outside auditors. This report should reflect the following information at the end of each month:
1. Total pledged securities itemized by:
 2. Name.
 3. Type/description/cusp number.
 4. Par value.
 5. Market value at month end.
 6. Maturity date.
 7. Moody's or Standard and Poor's rating (if applicable).
- C. **Audit.** Collateral may be audited at least annually by the District 's independent auditors and may be audited by the District at any time during normal business hours of the safekeeping bank. The audit of the collateral by the District's independent accountant or the District is to ascertain that Governmental Accounting Standards Board Statement #3 is adhered to and the financial institution is complying accordingly.

COLLATERAL & SAFEKEEPING REQUIREMENTS (Continued)

- D. **Safekeeping.** The securities pledged shall be held in safekeeping under the name of the depository Bank and pledged to the District. Safekeeping must be performed by an independent, non-affiliate bank or by the Federal Reserve Bank with a three-party agreement signed.

Please submit a copy of the safekeeping agreement and the name of the trustee bank to be used in the event you are awarded the bank depository contract. The safekeeping agreement shall clearly state that the trustee is instructed to release the collateral to the Acton Municipal Utility District, if the District has determined that the Bank has failed to pay on any accounts, has been closed by a regulatory authority, or is in default of this contract, and if release has been formally requested by the AMUD Board of Directors by resolution.

The safekeeping agreement shall have signatories from the trustee bank, the depository Bank and the Acton Municipal Utility District.

The original copy of all security receipts shall be filed with the Comptroller of the District.

The District shall reimburse the depository Bank for all charges associated with pledged collateral at the fee rate specified by the Bank.

- E. **Substitutions.** Any substitutions of the securities or reductions in the total amount pledged shall be made only by and with the proper written authorization approved by the AMUD Board of Directors or authorized representative. All securities to be pledged are subject to approval by the Acton Municipal Utility District.
- F. **Additional Pledged Collateral.** The AMUD Board of Directors may, by written resolution, require the Bank to pledge additional or other securities at any time the Board considers it advisable or necessary for the protection of the District. If the Bank fails for any reason to pledge the required securities within 5 days after the date the Bank is served with a copy of the resolution, the AMUD Board may select another bank.
- G. **Representations.** The Bank represents to the District:
1. That the Bank is the sole, legal, and actual owner of the securities collateralizing District deposits.
 2. That no other security interest has been, nor will be, granted in the securities collateralizing District deposits.
- H. **Overdrafts.** The District does not intend to have an overdraft position on any of its bank accounts singly or net throughout the course of the depository contract. In the event a check or checks presented for payment on any District account where there exist insufficient funds available for payment, the District will require the depository bank to pay said checks and promptly notify the District Comptroller or said designated representative of the existence of the overdraft situation. The District agrees to cover the overdraft within one business day. The District would expect the depository to view all District accounts together for the purposes of any charges on overdrawn balances.

OTHER STIPULATIONS

- **Right to Cancel Contract.** In the event it would be ruled illegal under the provisions of any Federal Statute or regulation for the Bank to pay interest in the manner outlined in this RFA, then the District expressly reserves the right and privilege to cancel the contract, withdraw the District's funds therefrom, and re-propose the depository services.
- **Periodic Review.** The District may require a review meeting with the Bank periodically to evaluate the working relationship between the District and the Bank. The objective shall be to address any problems or operating procedures and to seek a responsible solution.
- **Extension.** All deposits, time certificates of deposit, or loan services which have not elapsed on the termination date of the finally approved depository contract, shall remain on deposit with the same depository under the same terms and conditions in effect during said contract until the date such services have elapsed.
- **Notices.** The Bank will notify the District in writing within ten (10) days of any changes in Federal or State regulations or laws that would thereafter affect this depository contract. The Bank shall also notify the District of any additional services that become available to the District throughout the contract period.
- **Audit.** The Bank's records relate into the Acton Municipal Utility District's accounts shall be open to review by either District staff members or District-appointed independent auditors during normal business hours. The Bank's records of District transactions may be considered public records pursuant to the Texas Open Records Act.
- **Financial Reports.** During the term of this contract, the Bank shall provide to the District each quarterly call report (schedule RC only), each quarterly and annual financial report to the shareholders and any public information concerning changes in the ownership, management or financial position of the Bank or its parent.
- **Merger.** Notwithstanding any other provision of this agreement which may be to the contrary, this agreement and the respective rights and obligations of the parties hereunder shall remain in full force and effect and not otherwise be affected by a merger of the Bank.
- **Applicable Laws.** This contract is governed by the laws of the State of Texas. Venue shall be exclusively in Hood County.
- **Term.** The term of the contract period shall be for three years beginning on (date to be determined), or thereafter until a successor depository has been selected with an option to extend the contract for two additional one-year periods if agreeable to both the Bank and the District.
- **Conflict of Interest.** The Bank agrees that during the contract period that the Bank and any of its associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under the final contract.
- **Errors.** Bank errors resulting in lost interest to the District will be reimbursed by the Bank to the District at the amount that would have been earned had the error not occurred.

TEXAS ETHICS REQUIREMENTS

(Only applies to the winning applicant)

The Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government 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. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract.

The law applies only to a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

- requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- has a value of at least \$1 million, or
- is for services that would require a person to register as a lobbyist under Chapter 305 of the government Code.

Gov't Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a). The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

1. Prior to award by Acton Municipal Utility District Board, the applicant will be required to log in to the Texas Ethics Commission, <https://www.ethics.state.tx.us> (FAQs: https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php#Q5) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a “Certificate Number.” Applicant must print, sign Form 1295.
3. Within ten (10) business days from notification of pending award by the Finance Department, Acton Municipal Utility District, the completed Form 1295 must be submitted to the Acton Municipal Utility District.
4. Applicant will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to the Acton Municipal Utility District contract.

Instructions and information are available at <https://www.ethics.state.tx.us/filinginfo/1295/> or you may call the Texas Ethics Commission at 512-463-5800.

**BY SIGNING ON THE “COMPLIANCE PAGE”
APPLICANT AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting an application in response to this solicitation, the applicant certifies that at the time of submission, they are not on the Federal Government’s list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of application submission and time of award, the Applicant will notify the Acton Municipal Utility District Chief Financial Officer. Failure to do so may result in terminating the contract for default.

RELATING TO STATE CONTRACT WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel is defined by Texas Government Code Section 808.001, effective September 1, 2017.

DISCLOSURE OF INTERESTED PARTIES

By submitting an application in response to this solicitation, the applicant agrees to comply with HB 1295, Government Code 2252.908. Applicant agrees to provide Acton Municipal Utility District Chief Financial Officer, and/or requesting department, the “Certificate of Interested Parties,” Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

Visit <https://www.ethics.state.tx.us> or for more information.

Signature X _____
Authorized Representative

Title: _____

Date: _____

This Form Must Be Signed.

The Original with Original Signature and One (1) Copy Must Be Returned with Application.

APPLICATION INSTRUCTIONS/REQUIREMENTS

- A. Sealed applications clearly marked "Depository Applications" shall be delivered to the AMUD office 10:00 a.m., June 9, 2026:

**ACTON MUNICIPAL UTILITY DISTRICT
RFA NO. 26-BDS0609
6420 LUSK BRANCH COURT, GRANBURY, TEXAS 76049**

- B. **NO APPLICATION SHALL BE RECEIVED AFTER 1:00 P.M. AND SHALL BE RETURNED UNOPENED.**
- C. The proposing bank shall use this RFA form and enclosures as the OFFICIAL APPLICATION FORM to submit rates and to answer questions. Any alterations, changes or deletions to this RFA shall be grounds for the District to disregard and reject the RFA. Any service which does not have a fee indicated on the Application Form will be considered to be free of charge in the Depository Bank contract.
- D. The District reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the application before and after submission, any and all of which may be used in forming a recommendation.
- E. The District reserves the right to reject any and all applications, to waive any non-material irregularities in any RFA, and to accept or reject any item or combination of items.
- F. The final appointment of a Depository Bank shall be made by the AMUD Board of Directors. The applicant may be required to enter into a contract which incorporates all of the obligatory points in this RFA. Otherwise, a resold union shall be adopted accepting the bank's completed RFA as the OFFICIAL APPLICATION FORM with accompanying related schedules and materials called for in this RFA.
- G. This Request for Application for a Depository Bank has been duly advertised and is being offered for consideration to banking institutions chartered under laws of the United States or of the State of Texas.
- H. If a service requirement cannot be met by the applicant, then the term "No Application" should be entered on the Applicant Form for that specific requirement. In the case of a "No Application" response, the applicant may offer an alternative equivalent service for the District's consideration. Responsiveness to the service requirements will be a major part of the selection criteria.
- I. All costs incurred by the applicant in responding to the RFA shall be the responsibility of the applicant.
- J. Upon being awarded the contract, the Depository Bank shall designate an individual to be the official contact person for all correspondence. The Acton Municipal Utility District official contact person will be Mr. R.J. Evert, Chief Financial Officer. If you have any questions regarding this RFA, please address them to Mr. Evert at (817) 326-4720 or admin@amud.com. The bank shall be responsible for training and communicating the terms of this contract to bank employers.
- K. The successful applicant may not assign their rights and duties under this award without the written consent of the AMUD General Manager. Such consent will not relieve the assignor of liability in the event of default by their assignee.

SUBMISSION CHECKLIST

- A. Application Form (Excel worksheet) with fill-in-the-blank format and include an additional attachment with answers to Other Pricing Considerations – signed and dated.
- B. Sample bank statement.
- C. Sample partial account reconciliation statement.
- D. Availability of funds schedule with a clear explanation of deadlines.
- E. Money Market Fund prospectus if applicable.
- F. Sample pledged collateral report.
- G. Sample safekeeping agreement for collateral.
- H. Sample safekeeping agreement with the Depository Bank for the District's investment securities.
- I. Sample wire transfer and ACH transaction agreements.
- J. Sample stop payment agreement.
- K. Check clearing and availability schedule.
- L. Sample account analysis statement.
- M. Statement as to the Bank's policy regarding AMUD's two signature requirement.
- N. Sample of funds transfer agreement.
- O. Most recent audited annual financial statement of the bank along with the last two quarterly FDIC call reports.
- P. Sample credit card/debit card services agreement.
- Q. Proposed Depository Bank Contract.
- R. Attach information about on-line access to the securities clearance department, i.e. software utilized and parameters of usage.
- S. Attach procedures to set-up and change repetitive wires.
- T. Cybersecurity protocol information.
- U. Investment policy acknowledgement.
- V. Ethics Form 1295 and Compliance with Federal and State laws – winning applicant.

OTHER PRICING CONSIDERATIONS - Please submit answers for the following questions:

1. The District expects to receive the best availability of funds available to an institutional client of the bank. Attach the bank's availability schedule and an explanation of funds credit. List any ways the District could periodically achieve better availability of funds. List all time deadlines clearly.
2. Please provide a detailed explanation of the bank's policy and methodology used in the setting of the earnings credit rate. Provide a schedule of the earnings credit rates offered by the bank since January 1, 2021. Does the bank offer a fixed rate of interest if the District agrees to maintain a specified collected balance? Any other options/alternatives to be presented.
3. List minimum ledger and collected balances required to earn interest. List the number of maximum transactions that may occur in the checking and savings accounts.
4. Does the bank offer any type of sweep account where excess District funds could be invested at a higher rate than in the checking account? Does the bank have money market funds consisting of treasuries, agencies, prime commercial paper, and prime domestic banker's acceptances that the District could utilize daily as an investment alternative? If so, please explain the fund's parameters and interest earnings history and attach any applicable prospectus and summary of securities held.
5. How does the Bank plan to handle AMUD's requirement for two (2) signatures on all checks?
6. The District intends to deposit all revenues directly to the Depository Bank. If item processing discovers an error in the deposit, then the District requires a credit or debit advice to be mailed to the District immediately after the account has been adjusted with appropriate documentation attached to justify the correction. Appropriate documentation is considered to be a copy of the District's tape with the item in question marked and a copy of the check in question. State any other procedure for deposits that the bank would recommend or require. State the bank's procedure for handling a deposit lost by the bank.
7. The ACTON MUNICIPAL UTILITY DISTRICT requires that all checks presented, that have not had stop payments placed on them, must be funded automatically. Please describe the bank's overdraft policy to assure payment on these checks in the event that funding has not yet been credited. Note that the District also has a 90-day expiration (Void) listed on each AP check.
8. The ACTON MUNICIPAL UTILITY DISTRICT frequently initiates, via terminal, time sensitive wire transfers that must be received by the beneficiary by a certain time of day. Please describe the bank's daylight overdraft policy with respect to such transfers where the funding for the transfer has not yet been credited. What is the bank's internal review and approval process for releasing such transfers? List deadlines for processing of wire transfers.
9. Does the bank have an established maximum dollar value limit that may not be exceeded by an individual check or wire? Are there any other restrictions regarding individual check or wire amounts?
10. How long are stop payment orders effective? Does the bank offer automated stop payment including confirmations over a bank link system?

OTHER PRICING CONSIDERATIONS (Continued)

11. The District may have ACH debit and credit transactions in addition to the automated payroll deposit services. Does the bank have a service that allows the District to specify certain parameters under which the transactions would be either accepted or blocked? If so, please describe the service, list charges and attach a sample agreement. How many days in advance of the ACH date does the bank require file transfer and notification? Payroll is weekly on Friday.
12. State whether the bank offers or requires a check fraud control service. If "yes", please describe and list charges.
13. Describe any other cash management or banking services that could be offered to the District. List all charges that apply.
14. List the maximum amount of collateral the bank would pledge to the District.
15. Please describe any credit card payment option the bank could offer the District. List all charges and relevant information about equipment, availability of funds and any supplies needed. Attach any credit card agreement in keeping with the intent of the depository contract that the District would be asked to sign.
16. AMUD currently bills four (4) times per month. Bank Drafts are generated during the billings. Please list any charges and relevant information including requirements for equipment, transfer of draft batches to the bank, availability of funds, etc.
17. Does the bank have any significant problems noted by regulatory agencies in the past 24 months? If "yes", please explain. Indicate the bank's capital to assets and return on assets ratios for the last three years.
18. Please describe the process by which service problems can be resolved. What person or organizational unit is available for complaint or problem resolution?
19. Please list other public funds customers in Texas that the bank currently serves as a Depository.
20. We have read the Investment Policy of Acton Municipal Utility District and do not find any conditions that the Bank cannot fulfill except as noted and submitted.

Please include answers to the above questions with the Application Form.

Additionally, the representative's signature, printed name, title and date should be included at the end of all answers submitted.