

401 Main Street
P.O. Box 69
Wheeler, TX 79096



Phone: 806-826-3122
Fax: 806-826-0502

Renee Warren
Wheeler County Treasurer
February 18, 2025

TO: Wheeler County Banks

RE: Wheeler County Depository

Ladies and Gentlemen:

Wheeler County is currently seeking competitive proposals for banking services from all banks located in Wheeler County.

Wheeler County is seeking a contractual banking relationship that conforms to all applicable state and federal laws, which will provide for all banking services required for the funds of Wheeler County, (pursuant to Sec. 116.021, V. T. Local Government Code and V.C.T.S. 842a-2).

The County requests a **four-year contract**, with selection to be determined by the Wheeler County Commissioners' Court.

Sealed proposals from banking corporations desiring to be selected as Depository will be accepted prior to, but no later than, 5:00 p.m., on March 3rd, 2025. Proposals will be publicly opened in the Commissioners' Courtroom, 1st Floor, Wheeler County Courthouse, 401 Main St., Wheeler, Texas, on Tuesday, March 4th, 2025, at 10:00 a.m. The bank depository bid will be awarded during the Commissioners' Court general meeting at 9:00 a.m. on Monday, March 10, 2025, after the bid proposals have been evaluated.

Proposals should be addressed/delivered to **Renee Warren, Wheeler County Treasurer**, at the County Treasurer's Office, Wheeler County Courthouse, P. O. Box 69, Wheeler, Texas 79096. Any questions concerning this proposal should be addressed to County Treasurer, Renee Warren, at the above address (third floor/north side of courthouse), by phone to (806) 826-3122, or via email to renee.warren@co.wheeler.tx.us. You may also contact Nichole Mock, Wheeler County Auditor, at the above address (basement), by phone (806) 826-0402, or via email to nichole.mock@co.wheeler.tx.us. Proposals received later than the date and time above will be returned unopened.

Proposals should be submitted on the attached Bid Proposal Worksheet or a similar format. You are encouraged to offer any alternative approaches which will further enhance our operational and financial success.

The County expressly requests that proposers not discuss this bidding process or the bank's plans, experience, or credentials with other banks, any county elected officials or employees, or any member of the Commissioners' Court prior to the opening of the bid proposals as provided above.

The County expressly makes no representation that County deposits will continue at the same level of previous years, or that the character of deposits will follow the same or similar patterns of previous years.

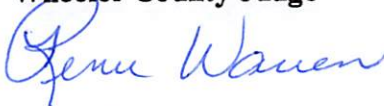
A Certified or Cashier's Check for \$54,000.00 must accompany the bid and is tendered under the terms of the law (116.023, V.C. Local Government Code) and of these conditions.

Wheeler County reserves the right to reject in part or in whole any or all bids, waive minor technicalities, and award the bid which best serves the interest of Wheeler County. Wheeler County reserves the right to informally negotiate certain finer points of the final contract with a qualified offeror.

Very Truly Yours,



**Hon. Pat McDowell
Wheeler County Judge**



**Renee Warren
Wheeler County Treasurer**



**Nichole Mock
Wheeler County Auditor**

REQUEST FOR PROPOSAL

PROPOSAL TITLE: WHEELER COUNTY BANK DEPOSITORY CONTRACT

OPENING DATE: MARCH 4th, 2025
OPENING TIME: 10:00 A.M.

RECEIVING DEADLINE: 5:00 P.M., MARCH 3rd, 2025

CONTACT PERSON: RENEE WARREN, County Treasurer
(806) 826-3122
E-mail: renee.warren@co.wheeler.tx.us

CONTACT PERSON: NICHOLE MOCK, County Auditor
(806) 826-0204
E-mail: nichole.mock@co.wheeler.tx.us

REQUEST FOR PROPOSAL

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**CONTACT PERSON: RENEE WARREN, County Treasurer
(806) 826-3122**

E-mail: renee.warren@co.wheeler.tx.us

**CONTACT PERSON: NICHOLE MOCK, County Auditor
(806) 826-0204**

E-mail: nichole.mock@co.wheeler.tx.us

**SPECIFICATIONS FOR PROPOSALS
WHEELER COUNTY BANK DEPOSITORY CONTRACT**

The selection of County Depositories and the terms of depository contracts are governed by Tex. Loc. Gov't. Code Ann., Chapter 116 and Chapter 117

GENERAL SPECIFICATIONS:

- 1.1 **SCOPE OF THE CONTRACT** - It is the intent of Wheeler County to execute a contract with a bank desiring to be designated as the County Depository Bank. The Contract will include Wheeler County Public Monies, including all funds collected by the Wheeler County Treasurer, Wheeler County Tax-Assessor Collector, County Attorney, Sheriff, Jail Facility, District and County Clerks, Justices of the Peace, and all accounts opened using the Wheeler County Tax ID number.
- 1.2 **RESPONSE REQUIRED FOR EACH ITEM OF THE BID PROPOSAL WORKSHEET** – Proposals should be submitted on the attached Bid Proposal Worksheet. Responses should be carefully considered.
- 1.3 **MINOR EXCEPTIONS** – Minor exceptions, conditions, or qualifications to the provisions of the County’s specifications must be clearly identified as such, with the reasons therefore.
- 1.4 **DOCUMENT ON WEBSITE** – This bid document will be available on the Wheeler County Web Site (follow the Public Notices tab) at www.co.wheeler.tx.us.
- 1.5 **EVALUATION PROCESS** – Wheeler County will award the Depository Bank contract based on, but not limited to, the following criteria:
 - a) Bank’s financial position.
 - b) Bank’s ability to pledge adequate securities against County funds.
 - c) Experience in providing requested depository services for other public entities.
 - d) Net rate of return on County funds.
 - e) Ability to meet service requirements.
 - f) Cost of services.
 - g) Cash management products available that will enhance the County’s banking procedures.
 - h) The experience and continuity of the bank officials who have been identified as primary contact personnel.
- 1.6 **QUESTIONS AND CLARIFICATIONS** – Any questions or requests for clarifications should be submitted to:

Renee Warren, County Treasurer
Phone: (806) 826-3122 Fax: (806) 826-0502
E-mail: renee.warren@co.wheeler.tx.us

CONTRACTURAL REQUIREMENTS:

- 2.1 **TYPE OF BANKING RELATIONSHIPS** – The Depository Bank will handle daily banking services including, but not limited to, checking accounts, other types of interest-bearing accounts, non interest-bearing accounts, time deposits, and/or Certificates of Deposit.
- 2.2 **COMPLIANCE WITH STATUTES** - By returning the Bid Package, the Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2544, et. Seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th leg. 1987; Article 2547 a,b,c; and Article 2558a et. Seq.) that pertain to the managing and safekeeping of County funds and will comply with those and all other statutes governing county funds.
- 2.3 **BANK AFFILIATION** – A bidding bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. The bank must be a Federal or Texas chartered bank doing business in and having a service facility within Wheeler County.
- 2.4 **DURATION** - The Bank contract will be effective for a period of four (4) years commencing May 1, 2025, and ending at midnight on April 30th, 2029, or until such time as a new Bank has qualified as County Depository, whichever should sooner occur. If a time deposit or certificate of deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities as required by law for public funds, to provide for the maturity of the time deposit or certificate of deposit.
- 2.5 **RENEGOTIATIONS** - This four year contract shall allow the bank to establish, on the basis of negotiations with the county, new interest rates and financial terms of the contract that will take effect during the final two years of the four year contract if:
- a) the new financial terms do not increase the prices to the county by more than 10 percent; and
 - b) the county has the option to choose to use the initial interest rate options, or to change to the new fixed or variable interest rate options proposed by the bank.
- 2.6 **INVESTMENTS MADE OUTSIDE DEPOSITORY BANK** - Wheeler County reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas and the Investment Policy of Wheeler County, and/or as a result of a court order.
- 2.7 **SUBMITTING FINANCIAL STATEMENTS** - All Banks wishing to be designated as a Depository Bank will include as part of the Bid:
- a) The Bank’s last three (3) quarterly Uniform Bank Performance Reports.
 - b) The Bank’s last three (3) Call Reports
 - c) The Bank’s Annual Financial Reports for the past 2 years.
- 2.8 **GOOD FAITH GUARANTEE** – A Bank desiring to be the Depository Bank must submit with the Bid Proposal Worksheet, a certified cashier’s check in the amount of **\$54,000.00** (one-half of one percent of the county’s revenue for the preceding calendar year (Local Government Code 116.023)) payable to Wheeler County as a guarantee of good faith. The County will hold the check until a Depository Bank is

selected and proof of security/collateralization of all county depository funds has been filed with the Wheeler County Treasurers Office. Checks submitted by banks not chosen as the Depository Bank will be returned immediately after the Depository Bank has been named.

2.9 **LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY** – As stated in Code Section 116.023:

“If a bank is selected as a depository and does not provide the bond and/or security, the county shall retain the amount of the check as liquidated damages.”

A new depository shall then be selected.

2.10 **SECURITY** - Within fifteen (15) days after selection of the Depository, the Bank so selected is to qualify as a County Depository. As soon as the contract for securities pledged is provided and approved by the Commissioners' Court, an order will be entered by the County designating the successful applicant, or applicants, as Depository for the funds of Wheeler County. This contract shall remain in place for a term of four years as specified in Paragraph 2.4 above, or until such time as a new Bank has qualified as County Depository, whichever should sooner occur. Thereupon, the County Treasurer will place with said Depository all the funds belonging to Wheeler County.

2.11 **PLEGGED COLLATERAL** -Pledged Securities in the amount provided by law under Sec. 116.054, Local Government Code will be provided in quantities sufficient to fully collateralize all of the Funds of Wheeler County and their subdivisions. Such securities shall be of those kinds provided by Local Government Code 116.054 and 2257.002, and as more specifically limited and described in Wheeler County Investment Policy Section VIII (2). Notwithstanding any provision to the contrary, the County shall further restrict and limit the Securities to financial instruments as follows:

- a) United States Treasury Notes and Treasury Bonds; and,
- b) An obligation that in the opinion of the attorney general of the United States is a general obligation of the United States and backed by its full faith and credit; and,
- c) A general or special obligation issued by a public agency that is payable from taxes, revenues, or a combination of taxes and revenues; and,
- d) A security in which a public entity may invest under Subchapter A, Chapter 2256, excluding collateralized mortgage obligations.

The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledges for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the a lawfully qualifying financial institution which is owned and operated independently of the Bank, without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the application, if approved. **THE BANK MUST ENSURE**

THAT THE OFFICE OF THE WHEELER COUNTY TREASURER IS PROVIDED, ON A MONTHLY BASIS, PLEDGE NOTIFICATION STATEMENTS SETTING FORTH THE ENTITY(IES) TO WHICH SECURITIES HAVE BEEN PLEDGED COLLATERALIZING WHEELER COUNTY'S PUBLIC FUNDS ON DEPOSIT WITH SAID BANK.

- 2.12 **COLLATERAL MANAGEMENT-** The Depository Bank must include, as part of the Bid, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. To compensate for increases or decreases in county deposits and fluctuations of market value of pledged collateral, the minimum market value of collateral will be at **105%** of County's deposits. Bidders should familiarize themselves with Local Government Code Sec 116.084: If for any reason the county funds on deposit with the county depository exceed the amount of security pledged, the depository shall immediately pledge additional security with the County. A detailed monthly collateral report is required, containing security descriptions, par value/current face and current market value. A sample monthly collateral report will be provided as a part of the Bid.
- 2.13 **COLLATERALIZATION OF TRUST AND COURT REGISTRY ACCOUNTS** – The County places trust or court registry accounts and certificates of deposit that may be under the tax ID numbers of a beneficiary. Collateralization of these accounts is required unless they are eligible for the Bank's FDIC coverage. The County will provide the tax ID numbers to the Bank and the Bank will monitor and collateralize these accounts in addition to accounts associated with the County tax ID number.
- 2.14 **VALUE OF COLLATERAL** - The Depository Bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.
- 2.15 **FDIC COVERAGE** – Bidder will specify their participation in FDIC programs, describing the level of coverage that is currently extended to their customers and the date through which this coverage extends.

SERVICE REQUIREMENTS:

- 3.1 **CONTACT PERSON** - Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who will serve as the County's primary contact and who will be able to make decisions regarding operational aspects of this contract.
Bank must also provide a list of contact personnel and phone numbers within the bank who are qualified to provide information and assistance in the following areas:
- General Information
 - Posting and Deposit Discrepancies
 - Stop Payments
 - Balance Adjustments

- Collateral Adequacy
- Internal Transfers
- Wire Transfers
- Online Banking Services
- Certificates of Deposit rate quotes
- Signature Cards
- Opening and Closing of Accounts
- Safe Deposit Boxes

- 3.2 **LOCATIONS** – Bank will provide a list of all physical locations in Wheeler County, including full address.
- 3.3 **ON-LINE SERVICES** - It is requested that as a part of the proposal the Depository Bank will provide access to internet banking services for daily reporting of account balances, wire and book transfers, collected and ledger balances, check imaging, stop payment requests, confirmations, review of detailed debits and credits, download of detailed information into Excel, and other services. Attach description and pricing for the internet banking services available.
- 3.4 **STATEMENTS** –
- Monthly with an opening date of the 1st day of each month and a closing date of the last day of each month will include images of checks, deposit slips, transfer slips and debit and credit memos processed for ALL accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.
 - Statements should be processed & mailed no later than five (5) business days after the close of each month.
- 3.5 **PAYROLL DIRECT DEPOSIT** - Bank must provide the capability for the county to utilize Direct Deposit payroll processing, allowing employees to select the bank of their choice. A statement describing the required Direct Deposit file format and the time limitations for processing will be provided as a part of the Bid.
- 3.6 **ACH TRANSACTIONS**- Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits.
- 3.7 **WIRE TRANSFERS** - Bank must provide the ability to send wire transfers on an automated and manual basis, and also provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.
- 3.8 **INTEREST RATES** - Floating interest rate bids and/or fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank. Wheeler County reserves the right to select the rate most favorable to the County at any time during the term of the contract, within the guidelines of Section 116.021 (b) of the Code.
- 3.9 **DISBURSEMENT SERVICES** - A successful Bidder will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentment.

- 3.10 **DEPOSIT SERVICES** - The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the bid.
- 3.11 **CASH OVERDRAFTS** - For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted.
- 3.12 **COMPUTERIZED OUTPUT** - The Bank must provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process.
- 3.13 **PAYMENT FOR SERVICES** - The County may elect to pay for service either by direct fee payment or by compensating balance (account analysis).
- 3.14 **CASH MANAGEMENT** - On an ongoing basis the County will require cash management advice as to how accounts and procedures should be structured. Also, the County will want to be kept informed of recent developments in cash management products. Bidders are invited to propose additional cash management services that are not specified herein.
- 3.15 **EXPENSE ALLOWANCE** – State the dollar amount, if any, that the Bank will provide for expenses incurred due to changing depository banks (for example: checks, deposit slips, endorsement stamps, and etc.) Also state any ongoing annual expense allowance or discount related to these items.
- 3.16 **CAPITAL TO ASSETS RATIO** – State the Bank's Capital to Assets Ratio and the date determined.
- 3.17 **STOP PAYMENTS** - The Bank will be required to process stop payments on verbal, faxed or e-mailed instructions from the Wheeler County Treasurer with follow-up written confirmation.
- 3.18 **OTHER SPECIFIC SERVICES** - As described on **the Bid Proposal Worksheet**, the Bank will acknowledge services provided and attendant fees for such.

STRUCTURE OF ACCOUNTS:

The County anticipates that their bank accounts will be structured as follows. The time deposits will remain invested at the current banks until maturity. Upon maturity, the time deposits will be placed at banks offering the best CD rate at that time, and therefore may not move to the depository bank. The number of accounts and balances are estimates and are subject to change:

- Non-Interest Bearing Checking Accounts -- 5
- Estimated balances equal -- \$239,592.00
- Interest Bearing Checking and/or Money Market Savings Accounts -- 18
- Estimated balance equal -- \$13,345,870.00
- *Certificates of Deposit – \$0.00* (**See Below Disclosure**)

All balances are as of 02/12/2025

The County requests a bid for the interest rates on these accounts by type on the following pages.

***Disclosure: All non-operating/reserve/excess funds are invested in Government investment pools as authorized by the Texas Public Funds Investment Act (as of 02/12/2025 investments on deposit outside of current bank depository = \$12,736,026.00).**

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**Bid Proposal Worksheet for
Depository Banks for Wheeler County**

<u>Variable and Fixed Rate Bids</u> —	<u>Variable Interest Base Rate & Margin*</u>	<u>Fixed Interest Rate</u>
Interest Bearing Checking Accounts:	_____	_____
Money Market Accounts:	_____	_____

* Indicate the base rate for variable interest, such as 1 yr LIBOR, 91 day US T-bill rate, etc. Also indicate the additional interest quoted as points (1/100th of 1%) which will be added to the base rate. The source of the base rate under this proposal for a given month will be the effective base rate as quoted in the Wall Street Journal for the last business day of the previous month.

Example: The variable proposal is 1 yr LIBOR plus 100 points. If the 1 yr LIBOR at the end of the previous month was .87%, then the variable rate to be paid on applicable accounts is 1.87%.

Minimum balance requirement or other considerations per account will be listed below:

Certificates of Deposit - Variable Interest Rate -

Describe the base rate for variable interest: _____

	<u>Less than \$100,000.00</u>	<u>More than \$100,000.00</u>
1. Maturity 7-29 days	+ ___ basis pts.	+ ___ basis pts.
2. Maturity 30-59 days	+ ___ basis pts.	+ ___ basis pts.
3. Maturity 60-89 days	+ ___ basis pts.	+ ___ basis pts.
4. Maturity 90-179 days	+ ___ basis pts.	+ ___ basis pts.
5. Maturity 180 days-less than one year	+ ___ basis pts.	+ ___ basis pts.
6. Maturity 1 year or more	+ ___ basis pts.	+ ___ basis pts.

Certificates of Deposits - Fixed Interest Rate -

	<u>Less than \$100,000.00</u>	<u>More than \$100,000.00</u>
1. Maturity 7-20 days	_____ %	_____ %
2. Maturity 30-59 days	_____ %	_____ %
3. Maturity 60-89 days	_____ %	_____ %
4. Maturity 90-179 days	_____ %	_____ %
5. Maturity 180 days-less than one year	_____ %	_____ %
6. Maturity 1 year or more	_____ %	_____ %

COST ANALYSIS WORKSHEET

Use the following cost analysis worksheet as a vehicle to quote your charges and rates for services. You may use the listing here or the Excel spreadsheet provided. Estimated units of services used in an average month are listed in the "Volume" column. Please complete the "Price" column with your fee for one unit. The "Charge" column is the charge for the total quantity for that item. The "Balance Required" column is the Charge divided by the Account Analysis Credit Rate, which you will list at the end of the worksheet. **BE SURE TO LIST ALL FEES AND CHARGES THAT WILL APPLY UNDER THE DEPOSITORY CONTRACT.** Add an additional page if necessary.

BANK NAME: _____
PUBLIC FUNDS PRICE SCHEDULE
MARCH 2025

<u>SERVICES</u>	<u>PRICE</u>
<u>DEPOSITORY SERVICES</u>	
Deposits/Credits	_____
Deposited Items	_____
On Us	_____
Local	_____
RCPC	_____
Transit	_____
Return Items	_____
Return Items – Redeposited	_____
 <u>Disbursement Services</u>	
Checks Paid	_____
Checks Returned w/statement	_____
Electronic Debits	_____
Stop Payment Orders – Manual	_____
Stop Payment Orders – PC	_____
Photocopies	_____
 <u>Maintenance and Other Services</u>	
Monthly Account Maintenance	_____
Ledger Over Draft (Per Item)	_____
Zero Balance Account	_____
FDIC Insurance	_____
Reserve Requirement	_____ %
 <u>ACH</u>	
Internet ACH	_____
Base Fee	_____
Per one day debit/credit	_____
Per two day debit-credit	_____
Per reversal/delete	_____
Batch release Fee	_____
Returns and notification of change	_____
 <u>Commercial Electronic Office</u>	
Basic Banking-1 st Account	_____
Basic Banking-Additional Accounts	_____

Treasury Information Reporting per report _____
 Treasury Information Reporting per item _____
 Treasury Information Reporting-extended storage _____

Wire Transfer

Domestic-Voice
 Incoming _____
 Outgoing-Repetitive _____
 Outgoing-Non-Repetitive _____
 Book Transfers _____

Please attach additional sheet with itemization of any other charges not shown above that bank proposes to charge for Wheeler County's public fund deposit accounts.

TOTAL ANALYZED SERVICES PERFORMED _____

TOTAL BALANCE REQUIRED TO COVER SERVICES _____

ACCOUNT ANALYSIS CREDIT RATE _____

OTHER SPECIFIC SERVICES - As described on the Cost Analysis Worksheet, the Bank will acknowledge services provided and attendant fees for such. Also indicate charges for the following:

- Locked or Sealable bags _____
- Laser Checks _____
- Checks (in individual books or binders) _____
- Deposit Slips _____
- Endorsement Stamps _____
- Coin Wrappers _____
- Currency Straps _____
- Remote Deposit (per machine) * _____

Bank without office in Wheeler, Texas (county seat) must be able to provide Wheeler County with Remote Deposit capabilities in the Offices of the County Treasurer and County Tax Assessor-Collector.

PLEASE PROVIDE AN EXPLANATION OF HOW THE ACCOUNT ANALYSIS EARNINGS CREDIT RATE IS CALCULATED, AND HOW IT MAY OR MAY NOT VARY OVER THE TERM OF THE DEPOSITORY CONTRACT:

COLLATERAL

Collateral Management (2.12) How does the Bank intend to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts?

Value of Collateral (2.14) How will the Bank value pledged securities?

FDIC Coverage (2.15) Specify the Bank's participation in FDIC programs, describe the level of coverage and the date through which this coverage extends:

SERVICE REQUIREMENTS

Contacts (3.1)

Name, address and phone number of senior level management person responsible for entire relationship: _____

Name and phone number for each contact:

General Information	_____
Posting and Deposit Discrepancies	_____
Stop Payments	_____
Balance Adjustments	_____
Collateral Adequacy	_____
Internal Transfers	_____
Wire Transfers	_____
Certificates of Deposit rate quotes	_____
Signature Cards	_____
Opening and Closing of Accounts	_____
Safe Deposit Boxes	_____

Locations (3.2) Full Address of all physical locations in Wheeler County:

Payroll Direct Deposit (3.5) Describe the required Direct Deposit upload file format:

Example: If employees' direct deposit payments need to be in their accounts by Thursday morning, what is the latest day and time that the County can upload the Direct Deposit file to the Bank?

Expense Allowance (3.15) State allowance for expenses incurred due to change of depository bank: _____

State any ongoing annual expense allowance or discount related to these items:

Capital to Assets Ratio (3.16) State Bank's capital to assets ratio and the date determined.

ANY REQUIREMENTS IN THE RFP THAT THE BANK CANNOT PROVIDE MUST BE LISTED AND DISCUSSED ON A SEPARATE, ATTACHED PAGE. REFERENCE THE RFP ITEM NUMBER FOR EACH SUCH REQUIREMENT.

REFERENCES

List two (2) references for which bidder has supplied similar services and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred.

Business	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____

DEPOSITORY BANK OFFICIAL BID FORM

The Bank must complete the information below to validate the bid for Wheeler County Depository Bank.

The undersigned bank, a (state)(national) banking corporation, hereinafter called "Bidder," for the privilege of acting as Depository for the County of Wheeler, hereinafter called the "County," beginning May 1, 2025, and for the privilege of receiving the funds of the County, as its option to place on demand or interest bearing Time Deposits.

MAXIMUM AMOUNT OF FUNDS BIDDER CAN ACCEPT: _____

MINIMUM AMOUNT OF FUNDS BIDDER REQUIRES ON DEPOSIT : _____

Kind of Deposits bid for: _____ Demand _____ Time
_____ Both Demand and Time

Kinds of securities Bidder Proposes for Collateral:

_____.

The undersigned affirms that they are fully authorized to execute this bid. The contents of this bid has not been discussed or communicated by the undersigned, nor by any employee or agent, with any other bidder, member of Commissioners' Court, or any other persons engaged in this type of business, prior to the official opening of this bid.

All unsigned Bids will be disqualified.

Name and address of Bank/Bidder:

Signature: _____

Name: _____

Title: _____

Telephone Number: _____

E-Mail: _____

Note: By my signature above, I hereby certify that the following are attached:

- A. A list of references of current Public Funds Users that utilize cash management products similar to those requested in bid.
- B. The Bank's last three (3) quarterly Uniform Bank Performance Reports.
- C. The Bank's last three (3) Call Reports.
- D. The Bank's Annual Financial Reports for the past 2 years.
- E. A Certified Check or a Cashier's Check for \$54,000 as a guarantee of good faith.
- F. A sample monthly Collateral Report.
- G. Product description pricing.
- H. A Copy of Bank's Availability Schedule.
- I. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signee to execute this contract.
- J. A response to every section and subsection in the Invitation to Bid.
- K. Completed Bid Proposal Worksheet, including the Cost Analysis Worksheets.
- L. Attachments indicating other services and charges not specified in the Invitation to Bid.
- M. Attachments listing and discussing any RFP requirements which the Bank cannot provide.

**RETURN PAGES 12 THROUGH 19, ALONG WITH THE ATTACHED
OTHER SERVICES AND SUPPLIES SHEET AND THE DEPOSITORY
CONTRACT WITH BID PACKAGE, AS WELL AS ALL REQUIRED
INFORMATION**

Other Services and Supplies

	Yes	No	Fee
1. Will Bidder furnish wire Transfer Service?	_____	_____	_____
2. Will Bidder charge service charge on any of the County's Accounts?	_____	_____	_____
3. Will bidder furnish deposit slips, deposit books and endorsement stamps?	_____	_____	_____
4. Will bidder furnish night depository services including bags and keys?	_____	_____	_____
5. Will bidder furnish postage and envelopes for bank-by-mail use?	_____	_____	_____
6. Will bidder furnish coin counting and wrapping of all change?	_____	_____	_____
7. Will bidder furnish safe deposit boxes of adequate size and number?	_____	_____	_____
8. Will bidder charge for stop payments issued?	_____	_____	_____
9. Will bidder furnish County with cashier's checks as needed?	_____	_____	_____
10. Will bidder furnish County with collection and exchange services?	_____	_____	_____
11. Will bidder charge for accounts overdrawn for short periods of time?	_____	_____	_____
12. Will bidder furnish County with all checks at no charge?	_____	_____	_____
13. Will bidder furnish bank statements with checks sorted in numerical order?	_____	_____	_____
14. What rate of interest will be charged if the County needs to borrow funds?	_____	_____	_____
15. What will rate of interest be on interest bearing accounts and Certificates of Deposits?	_____	_____	_____
16. Will bidder charge fee for early withdrawal of CDs?	_____	_____	_____
17. Will bidder agree to not honor county checks submitted for payment if the date of the check is over 90 days?	_____	_____	_____
18. Will bidder agree to notify the Treasurer's office before any new account is opened using the County Tax ID# 75-6001194?	_____	_____	_____

Account #	Account Description	Balance (2/12/25)
01-1019	TEXAS CLASS RESCUE PLAN ACCT	512,462.76
01-1020	TEXPOOL - GENERAL FUND	803.30
01-1021	TEXPOOL - AMA AREA FOUNDATION	-
01-1022	TEXSTAR INVESTMENT ACCT	812.75
01-1023	TEXAS CLASS INVESTMENT ACCT	6,741,122.87
01-1024	WSB INVESTMENT	-
01-1025	FINANCIAL NORTHEASTERN SECUR	2,090,431.77
01-1026	TEXPOOL PRIME INVESTMENT ACCT	1,639,168.61
01-1027	LOGIC INVESTMENT ACCT	1,750,277.64
01-1028	TEXPOOL PRIME-AMA AREA FOUNDAT	-
01-1029	TEXAS CLASS GOVERNMENT ACCT	946.78
		12,736,026.48

BANK DEPOSITORY CONTRACT

THIS DEPOSITORY CONTRACT is made and entered into on the date last herein written by and between WHEELER COUNTY, TEXAS, herein after called "DEPOSITOR", and _____, a banking association, organized under the laws of the United States and authorized by law to do banking business in **WHEELER County, Texas**, and now conducting such business in said **WHEELER County, Texas**, hereinafter called "Bank".

I.

DEPOSITOR through action of its Commissioners' Court, hereby designates BANK as a depository for the period beginning May 1, 2025, for a term of four years not to extend beyond 11:59 p.m. on April 30, 2029. This contract is to cover all accounts owned by the County and all funds held in trust by the DEPOSITOR and placed on deposit with BANK. During the month of March 2027, negotiations shall be allowed for new interest rates and financial terms on the final two years of the four-year contract subject to the provisions of Local Government Code 116.021. BANK has agreed to maintain a rate floor for purposes of its earning credit of no less than 1.00% for the entire four-year period of this agreement.

II.

During the term of this depository contract, the DEPOSITOR will, through appropriate action of its Commissioners' Court, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the various offices of DEPOSITOR in any and all matters of every kind arising under this Depository Contract as they apply to their respective offices. Such officers will, for their respective offices, (1) execute and deliver to the BANK funds or fund transfer agreements (and any addenda thereto), (2) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfers on behalf of the DEPOSITOR or view account data in accordance with the electronic funds or fund transfer agreement and addenda and (3) make withdrawals or transfers by written instrument.

III.

BANK'S proposal for Depository contract is incorporated and made part of this contract for all purposes; however, to the extent that any provision therein conflicts with any provision herein this Depository Contract will control.

IV.

DEPOSITOR may arrange for time deposits, and BANK may accept and hold such deposits subject to payment in accordance with the terms of the deposit. In the event funds for a time deposit are withdrawn from a transaction or savings account, at maturity, BANK will deposit the principal amount of the time deposit and any accrued interest in the DEPOSITOR'S account from which funds were withdrawn to establish the time deposit. Interest shall be calculated at the rate which BANK has proposed for the particular denomination and time period of said deposit at competitive public offering for said deposits. Time deposit maturities will not extend beyond the termination of this Agreement without the expressed consent of the BANK.

V.

All funds on deposit with BANK to the credit of DEPOSITOR shall be secured by collateral as provided for the Public Fund Collateral Act (Govt. Code Ch. 2257). **BANK SHALL PROVIDE DEPOSITOR, ON A MONTHLY BASIS, PROOF THAT SUFFICIENT SECURITIES ARE PLEDGED FOR THE COLLATERALIZATION OF DEPOSITOR'S FUNDS ON DEPOSIT WITH BANK. FAILURE OF BANK TO PROVIDE DEPOSITOR DOCUMENTATION OF COLLATERALIZATION OF FUNDS WITHIN TEN (10) DAYS AFTER THE LAST DAY OF EACH MONTH MAY RESULT, AT THE DISCRETION OF DEPOSITOR, IN THIS CONTRACT BEING DECLARED NULL AND VOID, AND OF NO FURTHER FORCE AND EFFECT.** The total of the market value of the collateral (plus accrued interest or income to the extent it is not included in such market value obtained as provided herein) securing such deposits will be in an amount at least equal to 105% of such deposits increased by the amount of any accrued interest and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States government. The market value with respect to any securities (collateral) as of any date and priced on such date will be obtained from a reputable dealer. Twenty-four (24) hours notice is necessary on deposits totaling in excess of \$1,000,000 during any banking business day.

However, failure to give such notice does not excuse the BANK from properly securing these deposits in accordance with this agreement and Public Fund Collateral Act within one (1) business day of the deposit.

The Commissioners' Court and/or its designated representative has the authority to reject any collateral offered by BANK which is not deemed to be allowed under the Public Fund Collateral Act or which is deemed to be of high security risk.

VI.

BANK has heretofore or will immediately hereafter deliver to the County Treasurer (hereinafter designated as "Trustee") or the designated agents of the County Treasurer, collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of DEPOSITOR deposited with BANK. Said collateral or substitute collateral, as herein provided for, will be kept and retained by TRUSTEE in trust so long as the depository relationship between DEPOSITOR and BANK shall exist hereunder, and thereafter so long as deposits made by DEPOSITOR with BANK hereunder, or any portion thereof, shall have not been properly paid out by BANK to DEPOSITOR or on its order.

VII.

Should BANK fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit and the interest on such deposits, or in case BANK becomes insolvent or in any manner breaches its contract with DEPOSITOR, DEPOSITOR shall give written notice of such failure, insolvency or breach to BANK, and BANK shall have three (3) business days to cure such failure, insolvency or breach. In the event the BANK shall fail to cure such failure, insolvency or breach within three (3) business days, the parties hereto authorize the TRUSTEE to surrender to the Commissioners' Court in and for the DEPOSITOR the collateral being held by the Trustee upon receipt of a certificate whereby the DEPOSITOR, through its authorized representative, certifies that BANK has failed to perform its obligations under this contract, has otherwise breached this contract or has become insolvent. The BANK agrees and hereby instructs the TRUSTEE that a copy of this agreement attached to the certificate(s) shall serve as the BANK'S consent and approval for the Trustee to sell and/or convert the collateral to the use of the DEPOSITOR. The bank agrees and is bound to provide any other approvals or consents the TRUSTEE may require in order to release the collateral for DEPOSITOR'S use. The parties further agree that the DEPOSITOR may seek an order or declaration or order of a court of lawful

jurisdiction in the event that the BANK does not comply with this provision or in the event the TRUSTEE refuses to surrender the collateral to the Commissioners Court, with all costs and attorney's fees incurred by DEPOSITOR to be reimbursed thereof, pay DEPOSITOR all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to BANK for the remainder, if any, of said proceeds or collateral remaining unsold.

VIII.

Any sale of such collateral, or any part thereof, made by DEPOSITOR hereunder may be either at public or private sale; provided, it shall give both TRUSTEE and BANK ten (10) days notice of the time and place where such sale shall take place, and such sale shall be to the highest Offeror there for cash. DEPOSITOR and BANK shall have the right to proposal at such sale.

IX.

If BANK shall desire to sell or otherwise dispose of any one or more of said securities pledged as collateral and deposited with the TRUSTEE, it may substitute for any one or more of such securities other securities of the same or greater market value and of the character authorized herein and by the Public Funds Collateral Act. Such right of substitution shall remain in full force and may be exercised by 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 and by the Public Funds Collateral Act and other applicable law.

If at any time the aggregate market value of such collateral so deposited with TRUSTEE be less than the total sum of 105% of the DEPOSITOR'S funds on deposit with said BANK, BANK shall immediately deposit with TRUSTEE such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. BANK shall be entitled to income on securities held by TRUSTEE, unless there is insufficient collateral on deposit with the TRUSTEE to cover the public funds as required by law at the time the request is made. Approval of the DEPOSITOR will be required in all circumstances and if the collateral deficiency is not seasonably cured and the DEPOSITOR'S consent is not given (in writing), the income becomes collateral for public funds to the extent of the collateral deficiency.

The TRUSTEE'S consent must be obtained for a security to be released as collateral. Before a security is released from collateral that is to be replaced, the BANK must present to the TRUSTEE the replacement collateral that is being offered, and the TRUSTEE must accept such replacement.

X.

If at any time the collateral in the hands of the TRUSTEE shall have a market value in excess of 105% of the sum of balances due DEPOSITOR by BANK, the TRUSTEE may authorize the withdrawal of a specified amount of collateral based on a written request from the BANK to the TRUSTEE.

XI.

DEPOSITOR may arrange for County Time Warrants (short term loans to County), and BANK may accept and charge DEPOSITOR interest on said Warrants. Said Warrants are normally repaid in one year or less but are not to extend beyond the termination of this agreement without the expressed consent of the BANK.

XII.

Either DEPOSITOR or BANK shall have the right to terminate this agreement prior to the expiration date if either party fails to perform its obligations under this agreement or defaults under any other agreement between the parties by providing written notice to the other party of its election to do so and the conditions of default, and this agreement shall be void from and after the expiration of ninety (90) days after receipt of such notice, provided all other provisions of this agreement have been fulfilled.

XIII.

When the relationship of DEPOSITOR and BANK shall have ceased to exist between DEPOSITOR and BANK, and when BANK shall have properly paid out all deposits to DEPOSITOR, it shall be the duty of the TRUSTEE to issue a certificate to that effect to the BANK and the Commissioners' Court, and, if all obligations under this agreement and applicable law have been fulfilled, Commissioners' Court will issue written authorization to the TRUSTEE to deliver all collateral being held in the possession of the TRUSTEE to the BANK.

XIV.

This contract is subject to and incorporates, the current laws governing the relationships between counties, depositories and custodians/trustees and related entities as established by the Texas Local Government Code and the Vernon's Annotated Texas Civil Statutes and any amendments or revisions thereto. BANK warrants and represents that it shall comply with all applicable laws, rules and regulations which govern or apply to this contract. BANK further warrants that in the event that it is aware of any violation of applicable laws, rules and regulations, it will bring the event to the attention of the TRUSTEE and the DEPOSITOR immediately and in writing within three (3) business days.

XV.

This agreement is entered into and is performable in WHEELER COUNTY, TEXAS, and the venue of any legal actions or proceedings arising out of or related to this contract, or out of any dispute between the parties concerning the subject matter of this contract or arising out of the violation or application of any law governing the subject matter of this agreement (including but not limited to the Public Funds Collateral Act, Chapter 2257, Government Code) is placed by agreement of the parties in WHEELER, WHEELER COUNTY, TEXAS.

XVI.

All notices, demands, or other writings may be delivered by any part hereto to the other, by United States Mail or other reliable courier at the following addresses:

DEPOSITER:	Pat McDowell, County Judge P.O. Box 486 Wheeler, Texas 79096
TRUSTEE:	Renee Warren, Treasurer P. O Box 69 Wheeler, Texas 79096
LEGAL COUNSEL:	Leslie Standerfer, County Attorney P.O. Box 469 Wheeler, Texas 79096

BANK: _____, Officer

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given such party to the other two parties as above provided.

XVII.

BANK represents that the collateral pledged to DEPOSITOR is not otherwise assigned, pledged or encumbered and that no lien or security interest exist other than the security interest held by the DEPOSITOR pursuant to this agreement. Possession of the collateral by the TRUSTEE is intended as perfection of DEPOSITOR'S security interest therein. BANK warrants that the collateral (in the form and amount required by law) is held by TRUSTEE for the benefit of DEPOSITOR and as security for DEPOSITOR'S funds.

XVIII.

DEPOSITOR RESERVES THE RIGHT TO INVEST ITS EXCESS FUNDS, RESERVES OR THOSE FUNDS NOT NECESSARY FOR THE DAY-TO-DAY OPERATION OF THE COUNTY'S BUSINESS, IN GOVERNMENT INVESTMENT POOLS PER THE TEXAS PUBLIC FUNDS INVESTMENT ACT, AS SET FORTH IN TEXAS GOVERNMENT CODE CHAPTER 2256. DEPOSITOR FURTHER RESERVES THE RIGHT, THROUGH ACH OR WIRE TRANSACTIONS, TO TRANSFER FUNDS FROM BANK TO SAID INVESTMENT POOLS, AND FROM SAID INVESTMENT POOLS TO BANK, AS IS NECESSARY TO CONDUCT THE COUNTY'S DAY-TO-DAY OPERATIONS.

The BANK shall deliver to the Commissioners' Court within thirty (30) days of the date of execution hereof a Certified Corporate Resolution of its Board of Directors approving this contract and the execution thereof. The BANK shall deliver to Commissioners' Court a Certified Corporate Resolution of its Board of Directors indicating the authority of an individual(s) to pledge collateral on behalf of the BANK.

This contract, WHEELER County Invitation to Proposal Request and BANK'S response to Proposal represents the entire agreement between the parties and supersedes any and all representation or agreement, both oral and written not therein reflected. If any conflicts or inconsistencies shall arise among the terms of this agreement, Proposal, and BANK'S response to said Proposal, the terms of this Contract shall control, then the terms of Proposal and then the Response.

EXECUTED, this _____ day of _____ 2025, by the undersigned duly authorized offices of the parties hereto.

FOR _____ BANK

DATE: _____ 2025

(Name)

(Signature)

____President
(Title)

FOR WHEELER COUNTY:

_____ DATE ____ 2025
(Name)

_____ County Judge, WHEELER County
(Signature) Pat McDowell (Title)



Renee Warren
Wheeler County Treasurer

WHEELER COUNTY SYNOPSIS OF CURRENT DEPOSITS AND REQUIREMENTS

1. Total amount on deposit with current depository as of 02/12/2025: \$13,585,463.00
2. Total amount on deposit with government investment pools (outside): \$12,736,026.00
3. Aggregate balance of deposits on account in depository ranges anywhere from \$9 million to \$15 million during heavy tax collection period (Oct. — Feb.)
4. The county has 23 accounts with current depository, 18 interest bearing and 5 regular business checking.
5. Wheeler County uses a pooled cash operating system — i.e. all operating cash is pooled into one primary bank account. Accounts payable are paid from and operating revenues are deposited into this same bank account. ACH transactions approximately \$250,000.00 to \$300,000.00 monthly.
6. County issues 200-300 checks/month from operating account, 4-6 deposits monthly, ACH credit/debit transactions = approximately 25-35/monthly.
7. County's tax office averages 30-50 deposits monthly for motor vehicle and tax division. Checks issued average approximately 25-50/monthly.
8. Clerks and JPs operating/fee accounts average 20-30 deposits monthly. ACH transactions average approximately 75-100 aggregate.
9. Wheeler County provides direct deposit payroll services for its employees, of which approximately 85 employees participate in this service.
10. Wheeler County payroll frequency is currently semi-monthly on the 15th and 30th, unless payroll falls on a weekend (payroll issues on preceding Friday) or holiday (payroll issues the preceding day).
11. Bank's deadline for payroll file direct deposit upload and processing should be included in bank depository proposal.
12. Please include the maximum amount of funds your Bank can accept with adequate collateral per the RFP. If your bank will require a floor or minimum aggregate balance to be on deposit, please include that amount.
13. The county requests that the Bank provide remote deposit capabilities to be located at the courthouse (preferably 2 deposit machines — this requirement extends to banks with offices located outside of the county seat of Wheeler, Texas).
14. Submit cashier's check in the amount of \$54,000.00 payable to Wheeler County, per Local Government Code Sec. 116.023(b)(2) along with RFP.